

**Memorandum Of Understanding
Between
Baltimore County Administration**



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



July 1, 2016 - June 30, 2019

TABLE OF CONTENTS

PREAMBLE.....1

ARTICLE 1 - RECOGNITION OF FEDERATION1

 SECTION 1.1 - FEDERATION RECOGNITION.....1

ARTICLE 2 - MANAGEMENT RIGHTS1

 SECTION 2.1 - MANAGEMENT RIGHTS.....1

ARTICLE 3 - FEDERATION SECURITY.....1

 SECTION 3.1 - FEDERATION MEMBERSHIP.....1

 SECTION 3.2 - AGENCY SHOP.....2

 SECTION 3.3 - ELECTION OF MEMBERSHIP.....2

 SECTION 3.4 - DUES CHECKOFF.....2

 SECTION 3.5 - COUNTY INDEMNIFICATION.....2

ARTICLE 4 - GRIEVANCE PROCEDURE2

 SECTION 4.1 - DEFINITION OF GRIEVANCE.....2

 SECTION 4.2 - FEDERATION REPRESENTATION.....3

 SECTION 4.3 - PROCEDURAL STEPS.....3

 SECTION 4.4 - WRITTEN PRESENTATION.....4

 SECTION 4.5 - TIME LIMITATIONS.....4

ARTICLE 5 - FINAL RESOLUTION OF GRIEVANCES.....4

 SECTION 5.1 - FINAL AND BINDING ARBITRATION.....4

 SECTION 5.2 - RESOLUTION BY PERSONNEL AND SALARY ADVISORY BOARD.....5

ARTICLE 6 - REPRESENTATION BY FEDERATION.....5

 SECTION 6.1 - RECOGNITION OF FEDERATION.....5

 SECTION 6.2 - CONDUCT OF FEDERATION BUSINESS.....5

 SECTION 6.3 - UNION VISITATION.....5

ARTICLE 7 - NON-DISCRIMINATION6

 SECTION 7.1 - NON-DISCRIMINATION.....6

ARTICLE 8 - SENIORITY6

 SECTION 8.1 - DEFINITION OF SENIORITY.....6

 SECTION 8.2 - TERMINATION OF SENIORITY.....6

 SECTION 8.3 - LAYOFFS AND RECALL.....6

 SECTION 8.4 - DEMOTIONS.....6

 SECTION 8.5 - PROMOTIONS.....7

 SECTION 8.6 - TRANSFERS.....7

 SECTION 8.7 - REASSIGNMENT OF WORK LOCATION.....8

ARTICLE 9 - COMPENSATION	8
SECTION 9.1 - REGULAR RATE OF PAY.....	8
SECTION 9.2 - UNIFORM ALLOWANCE.....	9
SECTION 9.3 - DEFERRED COMPENSATION.....	9
SECTION 9.4 - INCREMENTS.....	9
SECTION 9.5 - LIFE INSURANCE.....	9
SECTION 9.6 - TRAVEL POLICY.....	10
SECTION 9.7 - MEAL REIMBURSEMENT POLICY.....	10
SECTION 9.8 - COMPENSATION FOR ATENDANCE AT IN-SERVICE PROGRAMS.....	10
SECTION 9.9 - NIGHT SHIFT DIFFERENTIAL.....	10
SECTION 9.10 -STANDBY PAY.....	10
SECTION 9.11- CALL-BACK PAY.....	10
SECTION 9.12 -BONUS AWARD.....	10
SECTION 9.13 -DIRECT DEPOSIT.....	10
ARTICLE 10 - HEALTH INSURANCE COMMITTEE AND COVERAGE	11
SECTION 10.1 - COMPOSITION OF COMMITTEE.....	11
SECTION 10.2 - HEALTH CARE COVERAGE MEDICAL PLANS.....	12
SECTION 10.3 - DENTAL INSURANCE.....	14
SECTION 10.4 - PRESCRIPTION PLANS.....	15
SECTION 10.5 - VISION PLANS.....	15
SECTION 10.6 - HEARING AID BENEFIT.....	16
SECTION 10.7 - NON-DUPLICATION OF HEALTH COVERAGE.....	16
SECTION 10.8 - HEALTH AND DEPENDENT CARE FLEXIBLE SPENDING ACCOUNTS.....	16
SECTION 10.9 - MEDICARE BENEFITS.....	16
SECTION 10.10-INFORMATION ACCESS.....	16
ARTICLE 11 - HOURS OF WORK	17
SECTION 11.1 - PURPOSE OF ARTICLE.....	17
SECTION 11.2 - WORKWEEK.....	17
SECTION 11.3 - REGULAR WORKWEEK.....	17
SECTION 11.4 - WORKDAY.....	17
SECTION 11.5 - REGULAR WORKDAY.....	17
SECTION 11.6 - FLEXTIME AND ALTERNATIVE WORK SCHEDULES.....	17
SECTION 11.7 - COMPENSATORY TIME AND OVERTIME.....	17
SECTION 11.8 - WEEKEND AND HOLIDAY WORK SCHEDULES.....	18
ARTICLE 12 - DISCIPLINE AND DISCHARGE	18
SECTION 12.1 - TYPES OF DISCIPLINE.....	18
SECTION 12.2 - PERSONNEL RECORDS.....	18
SECTION 12.3 - EXAMINATION AND MAINTENANCE OF PERSONNEL FILE.....	18
SECTION 12.4 - INVESTIGATORY INTERVIEW.....	19

ARTICLE 13 - HOLIDAYS.....	19
SECTION 13.1 - RECOGNIZED HOLIDAYS.....	19
SECTION 13.2 - PAY FOR UNWORKED HOLIDAYS.....	19
SECTION 13.3 - HOLIDAY WORK PAY.....	20
SECTION 13.4 - ELIGIBILITY.....	20
SECTION 13.5 - OVERTIME PAY CREDIT.....	20
SECTION 13.6 - PERSONAL LEAVE.....	20
ARTICLE 14 - VACATION LEAVE.....	20
SECTION 14.1 - FULL-TIME EMPLOYEES' VACATION ENTITLEMENT.....	20
SECTION 14.2 - FULL-TIME EMPLOYEES' ACCRUAL AND USE OF VACATION LEAVE.....	20
SECTION 14.3 - PART-TIME EMPLOYEES' VACATION ENTITLEMENT.....	21
SECTION 14.4 - SEPARATION BENEFIT.....	21
SECTION 14.5 - USE OF VACATION LEAVE AND RATE OF PAY.....	21
SECTION 14.6 - OVERTIME PAY CREDIT.....	21
SECTION 14.7 - HOLIDAY DURING VACATION.....	21
SECTION 14.8 - VACATION ON DAY OF EARLY CLOSING.....	21
SECTION 14.9 - VACATION SCHEDULING.X.....	22
SECTION 14.10 - ELIGIBILITY FOR VACATION ACCRUAL.....	22
ARTICLE 15 - SICK LEAVE.....	22
SECTION 15.1 - SICK LEAVE ACCRUAL.....	22
SECTION 15.2 - RETIREMENT BENEFIT.....	22
SECTION 15.3 - NOTICE OF USE OF SICK LEAVE.....	22
SECTION 15.4 - HOLIDAY DURING SICK LEAVE.....	23
SECTION 15.5 - ABNORMAL SICK LEAVE USE.....	23
SECTION 15.6 - SICK LEAVE ON DAY OF EARLY CLOSING.....	23
SECTION 15.7 - SICK LEAVE CREDIT.....	23
SECTION 15.8 - UNEARNED SICK LEAVE.....	23
SECTION 15.9 - FAMILY ILLNESS.....	24
ARTICLE 16 - LEAVES OF ABSENCE AND OTHER LEAVES.....	24
SECTION 16.1 - LEAVES OF ABSENCE.....	24
SECTION 16.2 - BEREAVEMENT LEAVE.....	24
SECTION 16.3 - JURY DUTY.....	24
SECTION 16.4 - MILITARY LEAVE.....	25
SECTION 16.5 - WORK-RELATED INJURY.....	25
SECTION 16.6 - FEDERATION LEAVE.....	25
ARTICLE 17 - SAFETY AND HEALTH.....	25
SECTION 17.1 - SAFE AND HEALTHY WORKING CONDITIONS.....	25
SECTION 17.2 - FLU SHOTS.....	26
SECTION 17.3 - FURNISHINGS AND EQUIPMENT.....	26

ARTICLE 18 - CLASSIFICATION PLAN.....	26
SECTION 18.1 - REVISION OF CLASS SPECIFICATIONS.....	26
SECTION 18.2 - SUBSTITUTION PAY,	26
SECTION 18.3 - ESTABLISHMENT OF NEW CLASS.	26
SECTION 18.4 - QUALIFICATIONS FOR ASSIGNMENTS.....	26
SECTION 18.5 - CHANGE IN STATUS.....	27
ARTICLE 19 - EMPLOYEE TRAINING AND CAREER DEVELOPMENT.....	27
SECTION 19.1 - CONTINUATION OF PLAN.	27
SECTION 19.2 - ORIENTATION.	27
SECTION 19.3 - CONTINUING EDUCATION.	27
ARTICLE 20 - COMMUNICATION	28
SECTION 20.1 - CHANGES AFFECTING NURSING STAFF.....	28
SECTION 20.2 - NURSING STAFF REVIEW COMMITTEE.	28
ARTICLE 21 - GENERAL PROVISIONS	29
SECTION 21.1 - BULLETIN BOARDS.	29
SECTION 21.2 - MEETING FACILITIES.	29
SECTION 21.3 - NEW EMPLOYEES.	29
SECTION 21.4 - PERFORMANCE EVALUATIONS.....	29
SECTION 21.5 - USE OF COUNTY EQUIPMENT.....	29
SECTION 21.6 - COMMUNICATIONS EQUIPMENT.....	29
SECTION 21.7 - FURLOUGH OR LAY-OFF	29
ARTICLE 22 - NO STRIKES OR LOCKOUTS.....	29
SECTION 22.1 - No STRIKES.....	29
SECTION 22.2 - No LOCKOUTS.....	30
ARTICLE 23 - PENSION DEFERRED RETIRMENT OPTION PROGRAM.....	30
ARTICLE 24 - DURATION AND SCOPE OF MEMORANDUM	34
SECTION 24.1 - SEPARABILITY.	34
SECTION 24.2 - IMPLEMENTATION OF MEMORANDUM OF UNDERSTANDING,	34
SECTION 24.3 - DURATION.....	34

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 - Federation Membership

All employees covered by this Memorandum of Understanding who (a) are members of the Federation, or (b) all employees who are thereafter hired shall, as a condition of continued employment, maintain membership in the Federation or pay to the Federation a service fee in an amount not to exceed the then current Federation dues, in order to defray the cost incurred by the Federation in serving as the exclusive representative of employees in accord with the Employee Relations Act of Baltimore County. The provisions of this section shall be contingent upon the showing by the Federation as of each January 1, to the Administration that more than forty percent (40%) of the employees covered by this Memorandum of Understanding are dues paying members of the Federation.

Section 3.2 - Agency Shop

Notwithstanding the provisions of Section 3.1, in the event that the Federation certifies to the County that seventy percent (70%) or more of the employees covered by this Memorandum of Understanding are dues paying members of the Federation, then, in such event, membership dues or a service fee, not to exceed the then current membership dues, shall be paid by all employees covered by the Memorandum of Understanding as a condition of their continued employment, regardless of the date on which the employee was hired. This provision shall remain in effect as long as the Federation, as of each January 1, certifies to the County that the seventy percent (70%) contingency still exists.

Section 3.3 - Election of Membership

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

Section 3.4 - Dues Checkoff

Upon receipt of a written authorization from an employee, in the form attached hereto as Appendix A, the Administration shall deduct from the wages due said employee each month, and remit to the Federation at its headquarters, the regular monthly dues as fixed by the Federation, or the equivalent service fee. The Administration shall cease such deductions upon an employee's termination of employment, transfer to a job outside the bargaining unit, layoff from work, authorized leave of absence and, except as Section 3.1 or Section 3.2 requires employees to maintain membership or pay a service fee, upon receipt of a revocation of such authorization from an employee in accord with the terms of the original dues authorization and/or with applicable law. 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 will send a quarterly report to the Federation with a list of bargaining unit members, departments, classifications and best available mail stops. This report may be provided on paper or computer program.

Section 3.5 - County Indemnification

The County assumes no obligation, financial or otherwise, arising out of the provisions of this Article and the Federation shall indemnify and hold the County harmless from any and all claims, grievances, 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 Resources or Director'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 - Promotions

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 mail. 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. Such notice shall also state how and where to file and the closing date for receipt of application. In the event an employee does not receive the notice in time to comply with the closing date, the employee's application will still be considered if submitted in a reasonable time after receiving the notice. Current employees may request a copy of their initial application from the Health Department. New employees, upon request, will be supplied a copy of their initial application at the time of hire. Part-time nurses will receive copies of job openings from the Health Department. Any employee occupying a position in a lower pay grade may submit an application for the vacant position. Among applicants on the certified eligible list whose abilities and qualifications are approximately the same, County seniority shall determine the choice for the appointment to vacant positions. No position normally filled by a registered nurse shall be filled by a person other than a registered nurse. If a position covered by this Memorandum of Understanding normally filled by a registered nurse is vacant for a period of three (3) months or longer, the Federation may request discussion of such position with the department head.

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) When a nursing vacancy occurs in the Health Department, the Health Department will notify the Federation President, Nurse Practitioners and Public Health Nurses of the job title, location, full-time or part-time status and the funding of the position. This notification shall be done by e-mail to employees, who have county e-mail addresses.
- (b) Employees may submit to the appropriate Bureau Chief a written request for reassignment of work location, citing up to three (3) choices of work site or program assignment in order of preference. 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. 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, 2016 pay schedule III salary scale shall be increased by two (2%) percent. (Exhibit B).
- (b) Effective July 1, 2017 pay schedule III salary scale shall be increased by two (2%) percent. (Exhibit B-1).
- (c) Effective July 1, 2018 pay schedule III salary scale shall be increased by two (2%) percent. (Exhibit B-2).
- (d) Steps and longevities shall be guaranteed for fiscal years 2017, 2018 and 2019.

For Fiscal Years 2017, 2018, and 2019, if any other bargaining unit represented by a union receives a mutually agreed upon wage increase or any other form of compensation/fringe benefit, including but not limited to premium pay, allowances, special duty pay, reclassifications, pension, and insurance, members of the Baltimore County Federation of Public Health Nurses, Pay III Bargaining Unit shall receive the same amount of increase on the same effective date. If such other bargaining units receive different

increases in wages or other forms of compensation/fringe benefits, the members of the Baltimore County Federation of Public Health Nurses, Pay III Bargaining Unit shall receive the amount of increase which is the highest for each category of wages and compensation/fringe benefit provided on the earliest effective date agreed to by the County for each such improvement.

Section 9.2 - Uniform Allowance

A uniform allowance of five hundred fifty dollars (\$550) per year will be given to all full-time Public Health Nurses and full-time Nurse Practitioners.

Part-time employees shall receive a uniform allowance determined in accord with the following formula:

Allowance for Full-Time Employee	Multiplied By	Number of Regular Scheduled Workdays Per Work Week Divided by 5
----------------------------------	---------------	--

The uniform allowance shall be paid to an employee hired after July 1, 1980 upon completion of the employee's probationary period. Uniforms may be purchased from the vendor of the employee's choice in accordance with the County Uniform Code. Purses, coats and shoes shall not be regulated by the Uniform Code. In the event items of clothing or personal property, which are worn by an employee and which are necessary for the performance of such employee's work, are damaged or destroyed in the course of employment, excluding ordinary wear and tear, the County shall reimburse the employee for the value of such clothing or personal property. The incident giving rise to such claims must be verified and not due to the employee's own negligence. The Department will confer with the Federation for the purpose of determining uniform components, materials, vendors and other uniform policy issues. Once determined, the uniform policy shall be reduced to writing and distributed to all nurses. Failure to abide by the established uniform code shall result in appropriate discipline.

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

Employees required to attend In-Service Programs shall be compensated on the basis of straight time or compensatory time at regular rates. The method of compensation will be determined by mutual agreement of the appropriate Bureau Chief or Bureau Chief's designee, and employee prior to the assignment.

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.

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%
December 1, 2014	89%	11%
December 1, 2015	87%	13%
December 1, 2016	85%	15%

Employees hired after July 1, 2007, the following subsidies shall apply to the 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 eyeglasses)	\$10 copay on formulary or \$75 Single/\$95 Bifocal contact lens allowance towards provider supplied	Plan reimburses up to \$75/\$95 member pays the balance (Single/Bifocal)

Section 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

A "regular workday" for full-time employees shall consist of seven (7) hours of work within a workday, exclusive of an unpaid meal period. The usual regular workday for Public Health Nurses employed as of June 30, 1980 shall be 8:30am to 4:30pm, Monday through Friday.

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). However, it is agreed that when nurses work on overtime in the Home Health Program who are budgeted in another Program, that the compensation for any overtime shall be by pay and not by compensatory time.

When employees are required to work on their regularly scheduled day off, and such work results in this day becoming the sixth (6th) consecutive day of work, they shall receive a minimum payment of four (4) hours at one and one-half (1-1/2) times their regular hourly rate. When such employees are required to work on their regularly scheduled day off, and such work results in this day becoming the seventh (7th) consecutive day of work, they shall receive pay or compensatory time off, at their option, at two (2) times their regular hourly rate for actual hours worked. For employees on a regular Monday through Friday workweek, the sixth (6th) day shall be Saturday and the seventh (7th) day shall be Sunday.

Section 11.8 - Weekend and Holiday Work Schedules

Weekend and holiday work schedules for employees assigned to the Home Health program shall be posted monthly and shall not thereafter be changed except by mutual agreement, upon forty-eight (48) hours notice, or in emergency situations. Schedules will first be filled on a voluntary rotating basis, with selections made in the following order: (1) employees regularly assigned to the Bureau of Community Health Services; (2) employees assigned to other public health programs. If there are insufficient volunteers to fill the work schedule, employees will be assigned to work provided that, except in emergency situations, no employee may be required to work on a weekend or holiday unless such work is scheduled five (5) calendar days in advance. Involuntary work assignments under this section shall be made on the basis of inverse seniority among full-time merit employees, provided that no employee shall be required to work involuntarily two (2) consecutive weekends as a result of this provision.

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) hour. Provided, however, that this Section will not apply where an immediate investigatory interview is an operational necessity. Supervisors will be held accountable by the Administrative Officer for compliance with this Section; failure by management to comply with this Section is not grievable by the affected employee and will not affect any disciplinary action that may be taken.

ARTICLE 13 - HOLIDAYS

Section 13.1 - Recognized Holidays

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

Section 13.2 - Pay for Unworked Holidays

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 13.3 - 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 13.4 - Eligibility

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

Section 13.5 - Overtime Pay Credit

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

Section 13.6 - Personal Leave

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.

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. Conflicting requests for vacation shall be resolved on the basis of seniority.

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.

Section 15.9 - Family Illness

An employee may use up to thirty-five (35) hours per year of sick leave for illness in the immediate family. Immediate family is defined for the purpose of this section as the spouse, child, legal dependent or parent of the employee. The employee is required to submit a statement to the employee's supervisor stating the relationship of the ill member of the immediate family, the nature of the illness and the necessity for assisting the ill member of the immediate family. With approval of the Director of Human Resources additional sick leave may be used for illness 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. Bereavement leave days must be used within ten (10) calendar days of the date of death. Pre-scheduled vacation, sick, personal or compensatory leave may be changed to bereavement leave without charge against the employee's leave balance. Upon request, the employee must submit written verification 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. A policy on personnel safety in clinics and the community has been

established. The measures outlined in the "Procedures for Personnel Safety in Clinics and the Community" will be included in the orientation of new employees and will be reviewed at least on an annual basis. All personnel who conduct visits in the field will be required to attend formal safety training arranged by the Health Department. The Administration will initiate prompt and appropriate action to correct any unsafe working condition which is recommended by the County Safety Officer. 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

The Administration will make free "flu shots" available annually on a voluntary basis to all employees, as determined necessary by a County Health Officer.

Section 17.3 - Furnishings and Equipment

The Administration shall keep furniture, equipment and facilities in correct and proper working condition, along with all equipment used by Nurses and Nurse Practitioners.

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 to the Director of Nursing or appropriate program director. 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 responsibility 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 nurse being oriented shall not be considered as a regular staff member in the staffing pattern of the unit.

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: (a) 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, providing funds are available. The budget for this function shall be disclosed to the Federation. If funds are not available, the employee may, with the approval of the employee's supervisor, elect to attend at the employee's own expense. The County agrees to reimburse each employee up to fifty dollars (\$50) during each fiscal year for such costs.
- (b) Tuition Reimbursement. - The County will fund an Educational Assistance Program that shall provides 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 two thousand (\$2000) dollars 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 Deputy Health Officer or designee, the Bureau Chief of Clinical Services or designee, Bureau Chief of Community Health Services or designee, Bureau Chief of Healthcare Access or designee, the Bureau Chief of Prevention, Protection and Preparedness or designee, the Bureau Chief of Behavioral Health or designee, and up to two (2) other persons designated by the County Health Officer, and seven (7) nurses appointed by the President of the BCFPHN. The Federation reserves the right to bring in others as needed to speak on specific issues that may arise. A BCFPHN representative from AFT may be present at any of the meetings of the committee.
- (c) Meetings:
 - (1) The NSRC shall meet on a regular basis quarterly. 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 and nursing.
 - (2) Make recommendations for improvement in patient care.
 - (3) Identify inadequate staffing patterns and make recommendations to the appropriate Bureau Director.
 - (4) Identify staff educational needs and suggest appropriate in-service programs.
 - (5) Review and make recommendations regarding position descriptions.
 - (6) Identify, review, evaluate and act as an advocate for staff concerns.
 - (7) Facilitate effective communications between administration and staff.
 - (8) Discuss questions of concern regarding implementation and administration of this Agreement which are departmental in nature and other matters as mutually agreed.

(e) Limitations:

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 19.2 may be made by mutual agreement between the Federation and the Health Officer or designee.

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

When a public health nurse or nurse practitioner is hired, the Health Department shall give a packet to the employee containing pertinent Federation materials as provided by 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 and 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 effect July 1, 2016 and shall continue in full force and effect until June 30, 2019. This Memorandum of Understanding shall automatically renew itself as of July 1, 2019 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, 2018 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, 2017 for the sole purpose of negotiation Article 10-Health Insurance Committee and Coverage, with the Health Care Bargaining Agent.

IN WITNESS WHEREOF, the parties have executed this Memorandum of Understanding, this 27th day of June, 2016.

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

By: Karen Pilecki, RN PHN
Karen Pilecki RN, PHN
President, BCFPHN

By: Janel Thornton Edmonds
Janel Thornton Edmonds
Staff Representative, AFT-MD

BALTIMORE COUNTY
ADMINISTRATION
BALTIMORE COUNTY, MARYLAND

By: Kevin Kamenetz
Kevin Kamenetz,
County Executive

By: George E. Gay
George E. Gay
Director of Human Resources

By: Michael Field
Michael Field
County Attorney

EXHIBIT A - BCFPHN MEMBERSHIP APPLICATION

<i>NAME</i>		<i>HOME PHONE</i>	
<i>ADDRESS</i>		<i>CITY</i>	<i>ZIP</i>
<i>DEPT.</i>	<i>POSITION</i>		<i>WORK PHONE</i>
<i>LOCATION</i>	<i>SSI#</i>	<i>TOTAL BIWEEKLY \$</i>	

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

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

SIGNATURE

DATE

SIGNATURE

DATE

Insurance Deduction \$ _____

Initial

**BALTIMORE COUNTY GOVERNMENT
PAY SCHEDULE III
STANDARD GRADES**

Baltimore County Federation of Public Health Nurses

Effective July 1, 2016

GRADE	BASE ANNUAL RATES (In Dollars)						LONGEVITY ANNUAL RATES (In Dollars)				
	MINIMUM	1ST STEP	2ND STEP	3RD STEP	4TH STEP	MAXIMUM	10 YEARS	15 YEARS	20 YEARS	25 YEARS	29 YEARS
1N	27,602	28,810	30,091	31,376	32,844	34,472	36,095	37,801	39,657	41,674	43,754
2N	28,810	30,091	31,376	32,844	34,472	36,095	37,801	39,657	41,674	43,754	45,850
3N	30,091	31,376	32,844	34,472	36,095	37,801	39,657	41,674	43,754	45,850	47,939
4N	31,376	32,844	34,472	36,095	37,801	39,657	41,674	43,754	45,850	47,939	50,028
5N	32,844	34,472	36,095	37,801	39,657	41,674	43,754	45,850	47,939	50,028	52,349
6N	34,472	36,095	37,801	39,657	41,674	43,754	45,850	47,939	50,028	52,349	54,753
7N	36,095	37,801	39,657	41,674	43,754	45,850	47,939	50,028	52,349	54,753	57,230
8N	37,801	39,657	41,674	43,754	45,850	47,939	50,028	52,349	54,753	57,230	59,712
9N	39,657	41,674	43,754	45,850	47,939	50,028	52,349	54,753	57,230	59,712	62,188
10N	41,674	43,754	45,850	47,939	50,028	52,349	54,753	57,230	59,712	62,188	65,364
11N	43,754	45,850	47,939	50,028	52,349	54,753	57,230	59,712	62,188	65,364	68,689
12N	45,850	47,939	50,028	52,349	54,753	57,230	59,712	62,188	65,364	68,689	72,016
13N	47,939	50,028	52,349	54,753	57,230	59,712	62,188	65,364	68,689	72,016	75,578
14N	50,028	52,349	54,753	57,230	59,712	62,188	65,364	68,689	72,016	75,578	79,452
15N	52,349	54,753	57,230	59,712	62,188	65,364	68,689	72,016	75,578	79,452	83,324
16N	54,753	57,230	59,712	62,188	65,364	68,689	72,016	75,578	79,452	83,324	87,194
17N	57,230	59,712	62,188	65,364	68,689	72,016	75,578	79,452	83,324	87,194	91,367
18N	59,712	62,188	65,364	68,689	72,016	75,578	79,452	83,324	87,194	91,367	95,784
19N	62,188	65,364	68,689	72,016	75,578	79,452	83,324	87,194	91,367	95,784	100,510

**BALTIMORE COUNTY GOVERNMENT
PAY SCHEDULE III
STANDARD GRADES**

Baltimore County Federation of Public Health Nurses

Effective July 1, 2017

GRADE	BASE ANNUAL RATES (In Dollars)						LONGEVITY ANNUAL RATES (In Dollars)				
	MINIMUM	1ST STEP	2ND STEP	3RD STEP	4TH STEP	MAXIMUM	10 YEARS	15 YEARS	20 YEARS	25 YEARS	29 YEARS
1N	28,154	29,386	30,693	32,004	33,501	35,161	36,817	38,557	40,450	42,507	44,629
2N	29,386	30,693	32,004	33,501	35,161	36,817	38,557	40,450	42,507	44,629	46,767
3N	30,693	32,004	33,501	35,161	36,817	38,557	40,450	42,507	44,629	46,767	48,898
4N	32,004	33,501	35,161	36,817	38,557	40,450	42,507	44,629	46,767	48,898	51,029
5N	33,501	35,161	36,817	38,557	40,450	42,507	44,629	46,767	48,898	51,029	53,396
6N	35,161	36,817	38,557	40,450	42,507	44,629	46,767	48,898	51,029	53,396	55,848
7N	36,817	38,557	40,450	42,507	44,629	46,767	48,898	51,029	53,396	55,848	58,375
8N	38,557	40,450	42,507	44,629	46,767	48,898	51,029	53,396	55,848	58,375	60,906
9N	40,450	42,507	44,629	46,767	48,898	51,029	53,396	55,848	58,375	60,906	63,432
10N	42,507	44,629	46,767	48,898	51,029	53,396	55,848	58,375	60,906	63,432	66,671
11N	44,629	46,767	48,898	51,029	53,396	55,848	58,375	60,906	63,432	66,671	70,063
12N	46,767	48,898	51,029	53,396	55,848	58,375	60,906	63,432	66,671	70,063	73,456
13N	48,898	51,029	53,396	55,848	58,375	60,906	63,432	66,671	70,063	73,456	77,090
14N	51,029	53,396	55,848	58,375	60,906	63,432	66,671	70,063	73,456	77,090	81,041
15N	53,396	55,848	58,375	60,906	63,432	66,671	70,063	73,456	77,090	81,041	84,990
16N	55,848	58,375	60,906	63,432	66,671	70,063	73,456	77,090	81,041	84,990	88,938
17N	58,375	60,906	63,432	66,671	70,063	73,456	77,090	81,041	84,990	88,938	93,194
18N	60,906	63,432	66,671	70,063	73,456	77,090	81,041	84,990	88,938	93,194	97,700
19N	63,432	66,671	70,063	73,456	77,090	81,041	84,990	88,938	93,194	97,700	102,520

BALTIMORE COUNTY GOVERNMENT

PAY SCHEDULE III

STANDARD GRADES

Baltimore County Federation of Public Health Nurses

Effective July 1, 2018

GRADE	BASE ANNUAL RATES (In Dollars)						LONGEVITY ANNUAL RATES (In Dollars)				
	MINIMUM	1ST STEP	2ND STEP	3RD STEP	4TH STEP	MAXIMUM	10 YEARS	15 YEARS	20 YEARS	25 YEARS	29 YEARS
1N	28,717	29,974	31,307	32,644	34,171	35,864	37,553	39,328	41,259	43,357	45,522
2N	29,974	31,307	32,644	34,171	35,864	37,553	39,328	41,259	43,357	45,522	47,702
3N	31,307	32,644	34,171	35,864	37,553	39,328	41,259	43,357	45,522	47,702	49,876
4N	32,644	34,171	35,864	37,553	39,328	41,259	43,357	45,522	47,702	49,876	52,050
5N	34,171	35,864	37,553	39,328	41,259	43,357	45,522	47,702	49,876	52,050	54,464
6N	35,864	37,553	39,328	41,259	43,357	45,522	47,702	49,876	52,050	54,464	56,965
7N	37,553	39,328	41,259	43,357	45,522	47,702	49,876	52,050	54,464	56,965	59,543
8N	39,328	41,259	43,357	45,522	47,702	49,876	52,050	54,464	56,965	59,543	62,124
9N	41,259	43,357	45,522	47,702	49,876	52,050	54,464	56,965	59,543	62,124	64,701
10N	43,357	45,522	47,702	49,876	52,050	54,464	56,965	59,543	62,124	64,701	68,004
11N	45,522	47,702	49,876	52,050	54,464	56,965	59,543	62,124	64,701	68,004	71,464
12N	47,702	49,876	52,050	54,464	56,965	59,543	62,124	64,701	68,004	71,464	74,925
13N	49,876	52,050	54,464	56,965	59,543	62,124	64,701	68,004	71,464	74,925	78,632
14N	52,050	54,464	56,965	59,543	62,124	64,701	68,004	71,464	74,925	78,632	82,662
15N	54,464	56,965	59,543	62,124	64,701	68,004	71,464	74,925	78,632	82,662	86,690
16N	56,965	59,543	62,124	64,701	68,004	71,464	74,925	78,632	82,662	86,690	90,717
17N	59,543	62,124	64,701	68,004	71,464	74,925	78,632	82,662	86,690	90,717	95,058
18N	62,124	64,701	68,004	71,464	74,925	78,632	82,662	86,690	90,717	95,058	99,654
19N	64,701	68,004	71,464	74,925	78,632	82,662	86,690	90,717	95,058	99,654	104,570

EXHIBIT C - MEAL REIMBURSEMENT POLICY

Under some circumstances, Baltimore County will reimburse employees for meals purchased during hours that they are required to work overtime. Reimbursement will be at the appropriate rate per meal. Situations where meals will be reimbursed are as follows:

Any employee performing duties beyond the normal work hours on weekdays, and in addition, all non-prearranged work hours on weekends, as well as paid holidays, will be compensated for at the appropriate rate per meal in accordance with the following schedule:

<i>OVERTIME HOURS WORKED</i>	<i>NO. OF MEALS</i>
4 Hours But Less Than 6 Hours	1
6 Hours But Less Than 12 Hours	2
12 Hours But Less Than 18 Hours	3
18 Hours To 24 Hours	4

No meal reimbursement will be paid on a callback situation unless the employee actually works four (4) hours or more. The period for calculating meals will begin with the employee's normal starting time in the morning, and will end at the termination of a 24-hour period immediately following, e.g., begin at 7:30am and end at 7:29am the following day. Extended work hours with a break in work time between the end of a normal work day and the beginning of the next normal work day may be added together to determine the number of meals to be reimbursed.

EXHIBIT D – COMPENSATION PLAN RULES AND REGULATIONS

**BALTIMORE COUNTY
COMPENSATION PLAN RULES AND REGULATIONS**

RULE 10: PREMIUM PAY REGULATIONS

Regulation 10.01:

A. Overtime Administration

In emergencies, a Department Head may prescribe reasonable periods of overtime work to meet operational needs. Such overtime shall be reported and justified as required by the County Administrative Officer.

Should a legal holiday as prescribed by law in Rule 25, Regulation 25.01 of the Personnel Rules and Regulations, a vacation day, a personal leave day, a paid sick leave day, time granted for death in the family or a non-workday officially declared by the County Administration, fall within the regular workweek, such time off shall be considered a workday in computing overtime; ...

B. Overtime Compensation for Employees in Positions on Pay Schedule III

1. Such employees who are required to work more than the prescribed number of hours per week for the class shall be allowed, at their request, either equal compensatory leave or payment at straight time for all hours worked up to forty (40). Such employees shall, at their request, be allowed either compensatory leave or payment at one and one-half (1-1/2) times their regular hourly rate for all hours worked in excess of forty (40) per week.
2. When such employees are required to work on their regularly scheduled day off, and such work results in this becoming the sixth consecutive day of work, they shall receive a minimum payment of four (4) hours at one and one-half times their regular hourly rate. When such employees are required to work on their regularly scheduled day off, and such work results in this day becoming the seventh consecutive day of work, they shall receive, at their request, either compensatory leave or payment at two (2) times their regular rate for actual hours worked.

C. Holiday Pay Administration

1. Compensation for a Holiday Falling on a Regularly Scheduled Day Off. Except for employees regularly scheduled to work on a shift basis, when the legal holiday falls on Sunday, such holiday shall be celebrated the following Monday, and when a legal holiday falls on Saturday, such holiday shall be celebrated the previous Friday.

2. Compensation for Work Performed on a Holiday. Except for those positions assigned to Pay Schedule IV and Pay Schedule V, any employee who shall be required to perform work or to render services on one of the holidays as listed in Personnel Rules and Regulations shall be paid his regular pay for the day plus the applicable overtime rates for the actual number of hours worked.

Regulation 10.02: Higher Class Substitution Pay.

- A. When authorized and approved by the agency or department head, or his/her designee, employees shall receive payment for substituting in a position allocated to a higher class when the position is vacant because of sick leave, accident leave, vacation leave, military leave, leave of absence, resignation, retirement, death, discharge, promotion, or a newly authorized funded position exists. Such substitution shall be reported and justified as required by the County Administrative Officer.
 - B. The substituting employee will receive the higher pay only for the period in which he actually substitutes in the higher class. Such substitution assignments shall be limited to a maximum period of six (6) calendar months, except in unusual circumstances when the Director of Personnel determines that an extension of the assignment will best serve the interests of County government.
 - C. Substituting employees shall be eligible for both merit and/or longevity increments, associated with their normal class, if applicable.
 - D. In addition to the conditions cited in E (below), it is preferable that substituting employees meet the minimum qualifications contained in the specification for the higher class. Also, such assignment provides the substituting employee no "vested" rights to the position in which he substitutes. The position can be filled permanently only by the competitive examination process, and any qualified employee may compete for the position when the substitution period has ended. In this respect, it shall be mandatory that when a substitution is made in a position in which the incumbent has permanently terminated, for any reason, that the agency or department head immediately prepare a requisition to fill the vacant position.
 - E. Employees in classes assigned to Pay Schedule I through VIII, inclusive, who substitute in a higher class, shall receive payment for such assignments, in accordance with Compensation Plan Rule 6, subject to the following conditions:...
3. Pay Schedule III shall receive payment if the substitute first completes forty (40) continuous hours of work, including overtime and any holiday which occurs during this period, performing the duties of the higher class. The payment shall be retroactive to the beginning of the substitution assignment once forty (40) continuous hours are completed in the higher class.

RULE 11: SUPPLEMENTARY COMPENSATION

Regulation 11.02: Shift Differential.

All County Employees in the Classified Service, except those in positions assigned to Pay Schedule VII or to positions other than Battalion Fire Chief on Pay Schedule VIII, shall receive payment for shift assignments as follows:

A. Pay Schedule III or VI

1. Such employees shall receive one dollar (\$1.00) per hour for all hours worked, or for which a paid leave payroll marking has been received during a full shift regularly scheduled to begin after 3:00 p.m. or to end before 8:00 a.m. during an otherwise regularly scheduled work day.
2. Such employees employed as of June 30, 1980, shall not have such differential pay reduced below the cents per hour (c/hr.) rate they are receiving, or would be entitled to receive, on said date.

TRAVEL POLICY

1. Purpose

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

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

2. Administration

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

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

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

3. Mileage Allowance

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

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

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

4. Temporary Change of Work Location

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

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

5. Tolls and Parking

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

6. Travel to Conferences, Workshops

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

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

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

7. Receipts, Gratuities

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

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

EXHIBIT F-1

Current CY12 Subsidy Levels

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

New CY16 Subsidy Levels

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

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

EXHIBIT F-2

New CY16 Subsidy Levels

<u>YOS</u>	<u>General Employees</u>			<u>Public Safety</u>		
	<u>Cigna PPO</u>	<u>HMO</u>	<u>Medicare</u>	<u>Cigna PPO</u>	<u>HMO</u>	<u>Medicare</u>
10	22.0%	22.0%	22.0%	22.0%	22.0%	22.0%
11	24.5%	24.5%	24.5%	24.5%	24.5%	24.5%
12	27.0%	27.0%	27.0%	27.0%	27.0%	27.0%
13	29.5%	29.5%	29.5%	29.5%	29.5%	29.5%
14	32.0%	32.0%	32.0%	32.0%	32.0%	32.0%
15	34.5%	34.5%	34.5%	34.5%	34.5%	34.5%
16	37.0%	37.0%	37.0%	37.0%	37.0%	37.0%
17	39.5%	39.5%	39.5%	39.5%	39.5%	39.5%
18	42.0%	42.0%	42.0%	42.0%	42.0%	42.0%
19	44.5%	44.5%	44.5%	44.5%	44.5%	44.5%
20	48.0%	48.0%	48.0%	48.0%	48.0%	48.0%
21	50.0%	50.0%	50.0%	50.0%	50.0%	50.0%
22	52.0%	52.0%	52.0%	52.0%	52.0%	52.0%
23	54.5%	54.5%	54.5%	54.5%	54.5%	54.5%
24	57.0%	57.0%	57.0%	57.0%	57.0%	57.0%
25	60.3%	62.0%	59.5%	77.0%	87.0%	72.0%
26	63.6%	67.0%	62.0%			
27	66.9%	72.0%	64.5%			
28	70.2%	77.0%	67.0%			
29	73.5%	82.0%	69.5%			
30	77.0%	87.0%	72.0%			

New CY17 Subsidy Levels

<u>YOS</u>	<u>General Employees</u>			<u>Public Safety</u>		
	<u>Cigna PPO</u>	<u>HMO</u>	<u>Medicare</u>	<u>Cigna PPO</u>	<u>HMO</u>	<u>Medicare</u>
10	20.0%	20.0%	20.0%	20.0%	20.0%	20.0%
11	22.5%	22.5%	22.5%	22.5%	22.5%	22.5%
12	25.0%	25.0%	25.0%	25.0%	25.0%	25.0%
13	27.5%	27.5%	27.5%	27.5%	27.5%	27.5%
14	30.0%	30.0%	30.0%	30.0%	30.0%	30.0%
15	32.5%	32.5%	32.5%	32.5%	32.5%	32.5%
16	35.0%	35.0%	35.0%	35.0%	35.0%	35.0%
17	37.5%	37.5%	37.5%	37.5%	37.5%	37.5%
18	40.0%	40.0%	40.0%	40.0%	40.0%	40.0%
19	42.5%	42.5%	42.5%	42.5%	42.5%	42.5%
20	47.0%	47.0%	47.0%	47.0%	47.0%	47.0%
21	49.0%	49.0%	49.0%	49.0%	49.0%	49.0%
22	51.0%	51.0%	51.0%	51.0%	51.0%	51.0%
23	53.0%	53.0%	53.0%	53.0%	53.0%	53.0%
24	55.0%	55.0%	55.0%	55.0%	55.0%	55.0%
25	58.3%	60.0%	57.5%	75.0%	85.0%	70.0%
26	61.6%	65.0%	60.0%			
27	64.9%	70.0%	62.5%			
28	68.2%	75.0%	65.0%			
29	71.5%	80.0%	67.5%			
30	75.0%	85.0%	70.0%			

General Employees

PRE-MEDICARE RETIREES

MEDICARE RETIREES

FY 2008

10 - 37 Yrs
of Service Base Allowance per YOS
\$150.00 \$225.00

Base Allowance per YOS
\$100.00 \$150.00

CY 2015

10 - 37 Yrs
of Service Base Allowance per YOS **
\$148.25 \$222.50

Base Allowance per YOS **
\$99.00 \$148.25

CY 2016

10 - 37 Yrs
of Service Base Allowance per YOS **
\$145.00 \$217.50

Base Allowance per YOS **
\$96.75 \$145.00

CY 2017

10 - 37 Yrs
of Service Base Allowance per YOS **
\$141.50 \$212.50

Base Allowance per YOS **
\$94.50 \$141.50

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

Public Safety

PRE-MEDICARE RETIREES

MEDICARE RETIREES

FY 2008

10 - 24 Yrs
of Service Base Allowance per YOS
\$150.00 \$225.50
25 Y.O.S. \$222.00 \$333.00

Base Allowance per YOS
\$100.00 \$150.00
\$148.00 \$222.00

CY 2015

10 - 24 Yrs
of Service Base Allowance per YOS **
\$148.25 \$222.50
25 Y.O.S. \$219.50 \$329.25

Base Allowance per YOS **
\$99.00 \$148.25
\$146.25 \$219.50

CY 2016

10 - 24 Yrs
of Service Base Allowance per YOS **
\$145.00 \$217.50
25 Y.O.S. \$214.75 \$322.00

Base Allowance per YOS **
\$96.75 \$145.00
\$143.00 \$214.75

CY 2017

10 - 24 Yrs
of Service Base Allowance per YOS **
\$141.75 \$212.50
25 Y.O.S. \$209.75 \$314.50

Base Allowance per YOS **
\$94.50 \$141.75
\$139.75 \$209.75

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

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

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

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

(ii) Schedule of losses:

1. Both hands or both feet;
2. One hand and one foot;
3. One hand and the sight of one eye;
4. One foot and sight of one eye;
5. Sight of both eyes;
6. Paralysis (para or quadriplegia);

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

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

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

1. Speech;
2. Sight;
3. Neck;

4. Back;
5. Vital bodily organ;
6. A part of the central nervous system;
7. Arm;
8. Hip, leg, or lower extremity;
9. Shoulder;
10. Hearing;
11. Mentally incapacitated whereby a member applies for and

is granted a disability benefit under the federal old-age survivor's and disability insurance act.

(iii) The percentage of anatomical loss shall be determined in accordance with the American Medical Association guides to evaluation of permanent impairment, such determination shall include information about function and range of motion.

(3) *Accidental disability.* A member shall be eligible to receive an accidental disability allowance, regardless of age, if the member has sustained an impairment as a direct result of the actual performance of duties with the county and which has permanently incapacitated the member for the further performance of the duties of the member's job classification but does not reach the extent of incapacity as found in paragraphs (1) and (2) of this section. For pay schedules IV, V, VII, and VIII, the accidental disability allowance under this section shall be an amount equal to one-fortieth (1/40) of the member's average final compensation multiplied by the number of years of creditable service not in excess of twenty (20) and one-fiftieth (1/50) of the member's average final compensation multiplied by the number of years of creditable service in excess of twenty (20). The minimum retirement allowance shall be equal to fifty (50) percent of the member's average final compensation. The retirement allowance for a Group 3 member shall be equal to fifty (50) percent of the member's average final compensation but not less than the normal service retirement benefit that the member would have been entitled to on the date of retirement.