MEMORANDUM OF UNDERSTANDING
between the
Baltimore County Public Schools (BCPS) and the
American Federation of State, County and Municipal Employees (AFSCME)

Annual Maximum Accumulation of Vacation Time and Use of Compensatory Time

The Baltimore County Public Schools (BCPS) and the American Federation of State, County and Municipal Employees (AFSCME) (hereinafter jointly referred to as "Parties") hereby enter into this Memorandum of Understanding (MOU), which addresses issues pertaining to the accumulation and use of compensatory and vacation time earned by AFSCME represented employees during FY 21.

Whereas, the Parties acknowledge the unusual circumstances imposed on the school system and its employees by the COVID 19 pandemic as well as the ransomware attack of November 24, 2020, and

Whereas, due to the ransomware attack and the resultant loss of operating systems and data to include leave balances, and

Whereas, Article VI, Section 2 of the Agreement between the Parties states that employees may not accumulate more than ninety (90) hours of compensatory time per fiscal year and requires that compensatory time must be used before vacation time and personal business leave, and

Whereas, Article XII, Section 8 of the Agreement between the Parties establishes the annual maximum accumulation of vacation days at forty (40) days,

Now therefore, AFSCME and BCPS agree to the following adjustments to the aforementioned Agreement articles:

- For FY 21 AFSCME represented employees may accumulate more than ninety (90) hours of compensatory time and will not be required to use said time before using vacation time and personal business leave.
- All accrued unused compensatory time as of June 30, 2021 shall be paid out.
- For FY 21 and FY 22, the vacation accrual cap will not be limited to a maximum of forty (40) days.
- If an AFSCME represented employee separates from BCPS employment during the term of this MOU, vacation payout will remain capped at forty (40) days.
- All accrued vacation days as of June 30, 2021 shall be available for use by AFSCME represented employees up through December 31, 2022.

All other stipulations of Articles VI and XII shall remain in effect. This MOU will expire on December 31, 2022.

AFSCME:  
Bryan Epps  
Printed Name  
Signature  
Date  

BOE:  
George M. Duque  
Printed Name  
Signature  
Date  

Rev: 5/18/21  
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