

# **MASTER AGREEMENT**

**between the**

**Board of Education of  
Baltimore County**

**and**

**Council 67/Local 434  
of the  
American Federation of State, County,  
and Municipal Employees, AFL-CIO  
(AFSCME)**

**July 1, 2020 – June 30, 2023**

**Updated July 1, 2021**

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## **DEFINITIONS**

The following terms used in the Agreement refer to the definitions as listed below unless otherwise stipulated:

1. Board – The Board of Education of Baltimore County.
2. (Representative) Union – Maryland Public Employees, Council 67/Local 434 of the American Federation of State, County and Municipal Employees AFL-CIO.
3. Unit Member – any employee of the Board who is a member of the bargaining unit as defined by the Negotiations Law.
4. Negotiations Law – Title 6, Subtitle 5 of the Annotated Code of Maryland.
5. The male or female gender shall be read to include the other.

## **PREAMBLE**

This agreement is made and entered into by and between the Board of Education of Baltimore County and Maryland Public Employees Council 67/Local 434 of the American Federation of State, County and Municipal Employees, AFL-CIO. It has as its purpose the promotion of harmonious relations between the Board and the Union; the establishment of an equitable and peaceful procedure for the resolution of differences; and the establishment of rates of pay, hours of work and other conditions of employment.

The Board and the Union mutually recognize that the laws of the state of Maryland and the bylaws of the State Board of Education authorize agreements arrived at through the process of negotiation.

**ARTICLE I**  
**Recognition**

The Board of Education of Baltimore County recognizes Council 67/Local 434 of the American Federation of State, County and Municipal Employees, AFL-CIO as the exclusive bargaining representative for all employees in the bargaining unit on all matters related to wages, hours and other working conditions. This recognition is granted in accordance with the provisions of Title 6, Subtitle 5 of Education Article of the Annotated Code of Maryland

The Union agrees to represent fully, without discrimination, all employees in the bargaining unit.

**ARTICLE II**  
**Board's Rights**

**1. Legal Authority**

The Board on its own behalf, and on behalf of the citizens of Baltimore County, retains and reserves unto itself, without limitations, all powers conferred upon and vested in it by the laws and Constitution of the state of Maryland and/or the United States.

**2. Managerial Rights**

Subject to the provisions of this Agreement, the Board, through its administrative staff, shall be free to exercise all of its managerial rights and authority to the extent permitted by law.

**ARTICLE III**  
**Union's Rights, Privileges, and Responsibilities**

**1. Member's Protection**

The Board agrees not to interfere with the rights of employees to become members of the Union and there shall be no discrimination, interference, restraint, or coercion by the Board or any Board representative against any employee because of Union membership or because of any lawful employee activity in an official capacity on behalf of the Union, or because of participation in the grievance procedure provided in this Agreement.

**2. Union Representative Visits**

Duly authorized representatives of the Union shall be permitted to meet with employees and transact Union business on school property. Prior notice of the requested visit is required with the principal or appropriate administrator. Upon the representative's arrival at any school, he must request authorization from the appropriate administrator or his designee in order to facilitate the visit. The representative will be required to sign in and sign out at the school office.

**3. Use of Facilities**

The Union shall have the right to use school buildings for any lawful, non-commercial purpose without cost except for necessary custodial fees. Such use shall be by prior arrangement and with no interference to normal school operation.

The Union shall have the right to use school facilities and equipment, including typewriters, mimeographing machines, other duplicating equipment, calculating machines, and all types of audiovisual equipment at reasonable times, when such equipment is not otherwise in use and provided the user is

qualified to operate the equipment and has obtained the approval of the principal or his/her designee. The Union shall pay for the costs of all materials and supplies incident to such use and shall be liable for any damage resulting from such use.

**4. Bulletin Boards**

Space on a bulletin board shall be provided by the Board for the use of the Union. The location of the bulletin board space shall be determined by the appropriate supervisor in consultation with the Union.

**5. Interschool Mail**

The Union may use the interschool mail delivery service to distribute official Union material. The Board reserves the right to refuse to deliver any materials or communications which it deems to be illegal, libelous, or of a partisan political nature.

**6. Payroll Deduction, Dues**

The Board agrees to deduct the Union membership dues from each regular pay of those employees who individually request in writing that such deductions be made. Such requests will remain in effect unless written termination is sent to the Union by the employee by way of certified mail during the period from June 1 through June 15. In order for the withdrawal to be completed for submission to the office of payroll on or before June 30, the letter must be postmarked between June 1 and June 15 and must be mailed to the following address:

Director  
AFSCME Council 67/Local 434  
1410 Bush Street, Suite A  
Baltimore, Maryland 21230

The amounts to be deducted shall be certified to the Board by the Union. The aggregate deductions, together with an itemized statement, shall be remitted monthly to the Union.

**7. Payroll Deduction, Other**

The Board shall provide for payroll deduction of the following:

a. The Board shall provide employees with a list of approved tax sheltered annuities and custodial companies. The selection of annuity and custodial account companies shall be made in consultation with representatives of the Board's bargaining units.

b. The Board shall provide for direct deposit through the Automated Clearing House.

c. First Financial Credit Union

d. Union endorsed/approved programs

Any alteration of the payroll deduction procedures for the above carriers shall be by mutual agreement of the Union and the Board.

**8. Lists and Reports**

Upon request, the Board will provide to the Union reports of all employees covered by this Agreement that shall include names, job locations, job titles, hire dates, and other such reports/data that is

permissible by law and mutually determined between the Union and the Board. These reports will be delivered to the Union in a manner that is mutually determined between the Union and the Board. Requests for such report shall be made in writing to the manager of the Department of Staff Relations and Employee Performance Management.

## **9. Board Meetings**

In order to present a proposal to the Board, the Union shall, upon request to the Superintendent, be included on the agenda of the next Board meeting. An official representative of the Union may be recognized during Board meetings to offer comments germane to matters under consideration that would affect employees.

A copy of the Board agenda, exhibits (except those which cannot be released pending Board action, e.g., appointment of personnel) and a copy of the approved minutes of each meeting of the Board shall be posted to the BCPS Web site.

## **10. Save Harmless**

The Union shall indemnify and save the Board harmless against any and all claims, demands, suits and other liabilities arising from acts of commission or omission by the Union or its agents in respect to the provisions of items 6, 7, and 13 of this article.

## **11. Property Loss**

The Board shall assume liability for the value of personal property destroyed, lost, or damaged on their property as a result of an accident, vandalism, or theft under the following circumstances:

- a. The property was brought to work to be used as an adjunct to employment activities.
- b. Advanced permission to bring the equipment to work must be obtained in writing from the appropriate administrator.
- c. A recent appraisal indicating the value of the item along with accurate serial numbers and description must be filed with the administrator in advance.
- d. Such coverage shall not apply if the negligence of the employee contributed to the loss.

## **12. Membership Materials**

By advance notification, a representative of the Union shall be allowed to attend new employee orientation, provided the Union representative is not on the clock. Membership materials provided by the Union, when available, shall be distributed to new hires at the orientation meeting by the Human Resources representatives. Upon request, the date and time of the next orientation meeting shall be provided to the Union.

## **13. Telephones**

Officers of the Executive Board of AFSCME Local 434 and recognized shop stewards will be permitted to use office telephones, personal cell phones, and personal pagers for official union business during their duty-free lunch period and at times authorized by their supervisors. No toll calls are permitted on BCPS phones.

#### **14. Subcontracting**

The Board shall have the right to subcontract work. However, work that is normally performed by members of the bargaining unit who are covered by this agreement shall not be subcontracted to organizations and/or workers not covered by this agreement unless there is a substantial business or professional reason for so doing.

#### **15. Union Office**

Contingent upon availability, the Board shall provide office space that includes one (1) Baltimore County Public Schools phone line and one (1) Internet connection for use by the Union. Based on operational requirements and with advance notice to the Union, the Board retains the prerogative to require the Union to move from the office space provided.

#### **16. Labor-Management Meetings**

Labor-Management committees shall be created for the Transportation, Facilities, and Food Services departments for the purpose of discussing work-related issues. The committees shall consist of the union president or his/her designee and one (1) additional union-eligible member from the respective departments and an equal number of representatives from the Board.

Meetings shall be held at least quarterly or at the request of the Union and/or the Board. The departments and the union shall provide each other with agenda topics one week prior to the mutually agreed upon scheduled meeting. Labor-Management committee meetings for the Office of Transportation will not be scheduled during morning or afternoon route times. The Labor-Management committee meeting will not replace regular negotiations.

Union representatives shall be provided adequate travel and release time to attend Labor-Management committee meetings.

### **ARTICLE IV Negotiation Procedures**

#### **1. Designation of Negotiators**

Prior to September 1 of each year, the Board and the Union shall each designate in writing, to the other, the name of the chairman of its negotiating team.

Prior to November 1 of each year, the Board and the Union shall each designate in writing, to the other, not more than five (5) other official representatives to serve on its negotiating team. The negotiating teams of the Board and the Union may have four consultants in attendance at any time during the negotiating sessions. By mutual consent, the number of consultants on any given subject may be expanded. Notwithstanding the above requirement, the Board and the Union shall retain the right to replace the chairman or members of their teams at their individual discretion.

#### **2. Proposals**

a. Requests by the Union to amend the existing Agreement must be submitted in writing no later than November 15 of each school year in which the contract expires. The representatives of the Board shall submit a counter-proposal in writing to the Union no later than the second meeting following the November 15 deadline.



b. Any proposed changes in an existing Agreement between the Board and the Union shall be made as follows: Material to be deleted shall be placed in brackets; material to be added shall be underlined.

### **3. Time Limit - Impasse**

Negotiations on all items submitted must be completed by January 15 unless the impasse procedure provided in Title 6, Subtitle 5 of the Annotated Code of Maryland is used.

Should either party suggest an impasse, the procedures as provided in Title 6, Subtitle 5 of the Annotated Code of Maryland, relating to impasse shall be followed.

If the parties are unable to agree upon a third panel member or obtain a commitment to serve within the specified period, a request for a list of qualified Panel members shall be made to the American Arbitration Association. All costs involving the neutral party shall be shared by the Board and the Union.

If the panel is activated, said panel shall within thirty (30) calendar days render a report setting forth its recommendations for the resolution of the impasse. The parties agree to cooperate with the panel and provide such information and assistance as it may request.

### **4. Ratification**

Following the completion of the regular negotiation session, an Agreement shall be signed by the respective negotiating teams and shall be submitted to the parties for ratification. Within fifteen (15) calendar days of January 15 (or the report of an impasse panel), the parties shall notify each other of the results of the voting.

If the Agreement is not ratified by the respective bodies, either party may make recommendations for renegotiation. Either party may initiate a meeting for this purpose upon seven (7) calendar days' notice. This time may be reduced by mutual consent.

### **5. Meetings**

Meetings during the regular negotiating period shall be scheduled by mutual consent. Either negotiating team may initiate such a meeting within five (5) calendar days' notice, in the absence of mutual consent. This provision shall prevail during a period of impasse as defined in Title 6, Subtitle 5.

### **6. Emergency Items**

Emergency items may be negotiated other than during the regular negotiating period, upon the mutual consent of both the Union and the Board.

### **7. Meeting Places**

Meeting places for negotiating shall be selected by members of the respective negotiating teams without restriction, except that reasonable steps shall be taken to assure privacy of discussion.

### **8. Renegotiation**

If the Baltimore County Fiscal authorities, in exercising their authority under the law, reduce the budget recommendations of the Board, and such action makes it necessary for the Board to reduce one or more items that have been negotiated, such items and all other negotiated items that are dependent upon budget funding shall be subject to renegotiation. In the event that such negotiations are mandated, the parties agree to meet as soon as possible after the action of the fiscal authorities, but no later than ten (10) calendar

days after the county council adopts the operating budget, and they agree to complete such renegotiation within five (5) calendar days.

## **9. Distribution of Agreement**

Upon ratification of this Agreement, both parties shall prepare the final text of the ratified Agreement. Distribution will be made by the Union using interoffice mail with labels, and interoffice envelopes provided by the Board, for each employee covered by this Agreement. Each party shall be responsible for the posting of the Agreement to its respective internet site.

## **10. Non-arbitral**

A dispute related to this article is not subject to arbitration.

# **ARTICLE V Grievance Procedure**

## **1. Definitions**

**a. Grievance:** A complaint by an employee or in the event of an action affecting Union rights, the Union concerning the interpretation, application, or alleged violation of an expressed provision of this agreement.

**b. Grievant:** A unit member making the claim.

**c. Days:** Refers to duty days unless otherwise specified.

**d. Time limits:** If the Board fails to answer within the time limits provided, the grievance may be appealed to the next step. If the grievant fails to appeal within the time limits provided, it shall be deemed as acceptance of the employer's disposition of the claim. Time limits may be extended by mutual agreement in writing.

**e. Immediate Superior:** The individual to whom the employee reports, either classified or professional.

**f. Appropriate Administrator:** The supervisor within the grievant's division to whom the individual is responsible.

**g. Consolidated Grievance:** A grievance may be consolidated when two or more bargaining unit members are grieving the same contractual language. This is not to be construed as a class action grievance.

## **2. Purpose**

It is the intent of the grievance procedure to find equitable solutions to complaints or problems at the lowest possible administrative level. At any step of the grievance procedure, the employee has the prerogative to request the presence and service of Union representation. Union representation is defined as Council or International Union Representative and/or appropriate shop steward and/or local Union officer. The primary spokesperson will be identified at the beginning of the meeting. Meetings will be arranged at a mutually agreeable time. One Union official representing the grievant may be on the clock if the hearing is scheduled during the official's normal duty hours. This official shall be the chief steward or, if not available, an individual designated by the president of Local 434. The Union shall furnish to the Board a written list of the names of the chief steward and all other shop stewards and alternate stewards as they are

designated. The Union shall notify the Board promptly of any changes of such stewards. Should any question be raised regarding the stewardship of an area, the Board shall contact the chief shop steward.

### **3. Procedure**

**Step 1** - The grievant with the Union representative shall discuss the grievance or dispute with his immediate superior within ten (10) working days from the date of the grievance or within ten (10) working days from the date that the employee could reasonably be expected to have knowledge of the grievance. The school or work location administrator is available to assist in the resolution of the grievance at this step.

**Step 2** - If a satisfactory settlement is not obtained, the grievant and his representative must submit the grievance in writing to the appropriate administrator within fifteen (15) working days of the supervisor's oral reply. The appropriate administrator will reply in writing within fifteen (15) working days after receipt of grievance.

**Step 3** - If the grievance has not been satisfactorily resolved at Step 2, the grievant may request, in writing, a discussion of the grievance with the appropriate Superintendent's Designee. Such request must be made within ten (10) working days after the appropriate administrator has responded in Step 2. Following discussions and investigations, the appropriate administrator shall respond, in writing, within ten (10) working days after the date of discussion. However, by mutual agreement, a later date may be established for the response of the appropriate administrator.

**Step 4** - If the grievant is not satisfied with the reply of the appropriate Superintendent's Designee, he may, within ten (10) working days request, in writing, a hearing by the Superintendent or his representative. Following discussion and investigation, the Superintendent or his representative shall reply, in writing, within fifteen (15) working days after the date of the discussion.

**Step 5** - If the grievance is not settled on Step 4, the grievant and the Union may move the matter to arbitration under the Voluntary Labor Arbitration rules of the American Arbitration Association. If such action is determined, the Union must notify the Superintendent of its intent to appeal to arbitration within ten (10) days of receipt of the Superintendent's disposition of the claim.

The jurisdiction and authority of the arbitrator and his opinion and award shall be confined to the expressed provision or provisions of this Agreement at issue between the Union and the Board. He shall have no authority to add to, alter, detract from, amend, or modify any provision of this Agreement, or to make any award which will in any way deprive the Board of any of the powers delegated to it by law. The parties further agree to accept the arbitrator's award as final and binding upon them.

The arbitrator's decision shall be made within thirty (30) days of the conclusion of the presentation of the case. The cost for the services of the arbitrator shall be shared equally by the parties.

## **ARTICLE VI Working Hours and Shift Differential**

**1. Definitions:** Terms used in this section are to be defined as follows:

**Calendar Day Worked:** The day on which the shift begins.

**Duty Days:** The days an employee is scheduled to work.

**Non-Duty Days:** The days an employee is not scheduled to work; normally, weekends, holidays, etc.

**Normal Workday:** Eight (8) consecutive hours interrupted by a lunch period of one-half hour.

**Normal Workweek:** Five (5) normal workdays within a calendar week.

**Workday:** A twenty-four (24) hour period beginning with the start of the employee's shift.

**Workweek:** Seven (7) consecutive days beginning with the start of the employee's first shift in the calendar week.

## **2. Overtime**

An employee who is required to work in excess of his normal schedule shall be compensated for such additional hours by cash payment or by agreed-upon compensatory (comp) time as follows:

- a. Up to forty (40) hours per workweek - cash payment – employee's hourly rate or comp time – hour for hour.
- b. Hours in excess of forty (40) hours per workweek, cash payment or comp time, shall be compensated at not less than time and one-half employee's hourly rate.
- c. The form of compensation offered, either paid time or comp time may vary based on the needs and operational requirements of the department, office or school system and must be agreed upon prior to the work being performed.

Vacation, paid leave and holidays listed in Article XI, if paid for, shall be treated as hours worked and shall be counted toward the forty-(40) hour limit which must be exceeded before time and one-half provision takes effect. Workers' compensation time is excluded.

The normally assigned work hours of an employee will not be altered when an occasional or emergency situation arises, causing the normal work schedule to exceed forty (40) hours. Whenever possible, overtime assignments shall be offered to employees in order of seniority.

Employees may not accumulate more than ninety (90) hours of compensatory time in any one fiscal year. An employee who has accrued comp time must be permitted to use the comp time within a "reasonable period" after making the request if the use does not "unduly disrupt" the business operations. The use of comp time needs to be approved by the supervisor prior to its use. Comp time must be used before vacation time and before using personal business leave.

All unused compensatory time shall be paid to employees at the end of the fiscal year.

## **3. Shift Differential**

See Appendix A.

Where the majority of an employee's normal hours fall between the hours of 7 a.m. to 3 p.m., a shift differential is not applicable. Should the majority of the employee's normal hours fall between the hours of 3 p.m. and 11 p.m., the second (2nd) shift differential shall apply. Should the majority of the employee's normal hours fall between the hours of 11 p.m. and 7 a.m., the third (3rd) shift differential shall apply.

An employee, whose regularly scheduled shift is five (5) consecutive workdays and always includes Saturday and Sunday, shall be paid the interrupted schedule shift differential.

An employee may be temporarily transferred between shifts without changing status with respect to shift differential. Such temporary shift shall not exceed three (3) consecutive workweeks without adjustment to shift differential.

Whenever possible, there shall be no permanent change of any employee's shift without at least five (5) full working days prior knowledge.

#### **4. Acting Positions**

In the event that it becomes necessary to assign an employee duties of a higher skill or responsibility level other than in his/her normal classification, such an "acting capacity" assignment must exceed one workweek in order to have an adjustment in the employee's rate of pay.

When an "acting capacity" assignment is made by a supervisor, the assignment shall be approved in writing by the appropriate administrator who is authorized to make the salary change. The employee's records shall reflect placement in the higher classification in an "acting capacity." Such "acting capacity" adjustments will be retroactive to the date of assignment.

#### **5. Seventh Consecutive Workday**

If it becomes necessary for an employee to work seven (7) consecutive days, the employee will be paid double time for the seventh consecutive day worked.

#### **6. On-Call (Stand By) Time**

Employees who are placed on call outside of their normal duty hours on a Saturday, Sunday or on holidays when such employees are normally not expected to work shall be eligible for on-call duty pay and shall be paid one-quarter (1/4) of their hourly rate of pay plus longevity, if applicable, for every hour that they are scheduled for an on-call assignment.

Hours compensated as on-call shall not be counted in determining total hours worked in a given workweek for overtime administration.

In the event such employees are called back to work during their on-call assignment, such hours shall be deducted from the assigned on-call hours and the employee shall be compensated in accordance with Article 6.7 - Emergency Call-In.

Employees shall be selected for on-call duty based on seniority or on a scheduled rotational basis and shall be notified as soon as possible but not less than three (3) duty days prior to the start of their on-call duty.

Employees shall be given the start and end date/time of their on-call duty. An employee who fails to respond while on call shall forfeit on-call pay and shall be subject to progressive discipline. Any employee who is unable to continue to be on-call due to illness or another emergency must notify their supervisor as soon as possible.

#### **7. Emergency Call-In**

When an employee is called in to perform unanticipated extra work, and the work is not an extension of his normal workday, he shall be compensated for the hours worked. Such compensation shall

be for a minimum of four (4) hours in the event the employee works less than this amount of time. However, actual time worked will be considered for the computation of overtime.

## **8. Lunch Schedule and Breaks**

All employees shall be granted an unpaid, duty-free lunch period during each normal work day. Whenever possible, the lunch period shall be scheduled close to the middle of the shift.

The employee has the prerogative to leave the work location during his unpaid lunch period. The employee must clock out when leaving the work area and clock in upon his/her return. In facilities where there is more than one (1) employee, the lunch schedule must be approved by the immediate supervisor or appropriate administrator.

Breaks, in addition to the lunch period, shall be provided. Breaks shall be scheduled with the employee's immediate supervisor.

## **ARTICLE VII Absences & Leaves**

The following leave regulations apply to all unit members. Terms used in this section are to be defined as follows:

**Appropriate Administrator:** The professional employee to whom the individual reports.

**Calendar Days:** All of the days of the year.

**Duty Days:** The days an employee is scheduled to work.

**Calendar Day Worked:** The day on which the shift begins.

**Close Relative:** Grandmother-in-law, grandfather-in-law, brother-in-law, sister-in-law, uncle by blood or marriage, aunt by blood or marriage, niece by blood or marriage, nephew by blood or marriage, equivalent step-family member, or first cousin. *By blood or marriage* refers to the employee's relative by blood or marriage. For example, an aunt by blood is the sister of the employee's parent; an aunt by marriage is the spouse of the employee's uncle by blood. Brother-in-law and sister-in-law are classified as immediate family for purposes of bereavement leave.

**Immediate Family:** Father, mother, brother, sister, husband, wife, son, daughter, grandmother and grandfather by blood (not marriage), grandson, granddaughter, mother-in-law, father-in-law, daughter-in-law, son-in-law, equivalent step-family members, legal dependent, a person residing as a member of the household where the employee is making his/her home, or any other person so interpreted by the Board of Education.

**Non-duty Days:** The days an employee is not scheduled to work.

### **1. Academic Activities**

One (1) day shall be allowed for an employee to attend his own college commencement. The absence will be charged to urgent personal business leave.

One (1) day shall be allowed for an employee to appear for examinations for advanced degrees or professional licenses. The absence will be charged to urgent personal business leave.

Utilization of this type leave requires a one-week prior notification to the appropriate administrator in writing.

## **2. Adoption Leave**

A full-time employee shall have six (6) weeks for adoption beginning the day the child is received. The absence shall be charged to sick leave. If both parents are employed by the school system, they may divide the use of the paid adoption leave between themselves or either one may use the full six (6) weeks.

## **3. Bereavement Leave**

Up to four (4) consecutive duty days with pay, beginning with the day of death, or the first day after death, are allowed if the death is in the immediate family. Special consideration for one (1) additional day of bereavement leave with pay shall be given in those instances of delay of funeral or of the need to travel excessive distances. If further days are needed, urgent personal business leave may be used. An acceptable form of verification for bereavement leave will be any of the following: obituaries, church programs, funeral home materials/documents, or state-issued death certificates.

One (1) workday with pay shall be allowed to attend a funeral of a close relative. One (1) additional day with pay will be allowed in those instances of delay of the funeral, the need to travel excessive distances, or when required by the tenets of a religious denomination.

One or more of the allowed bereavement leave days may be used at a time that is not immediately proximate to the date of death for a burial or a memorial service that occurs at a later date. In such unusual circumstances and with appropriate verification, flexibility in the use of the days shall be approved by the manager, Department of Staff Relations and Employee Performance Management.

The employee is required to submit to the appropriate administrator a letter or the Notification of Absence form stating the relationship, the date of death, the date of the funeral and the dates of absence.

## **4. Conference Leave**

The union president shall provide the Board with a proposed calendar of union leadership conferences and union conventions to which it plans to send representation. The calendar, along with the number of proposed employees participating in each event, shall be sent no later than July 30 each year to the Department of Staff Relations and Employee Performance Management.

Prior to each conference, convention, or other applicable activity, the union president or his/her designee shall submit a written request for the use of conference leave with pay to the Department of Staff Relations and Employee Performance Management.

Conference leave shall be granted to up to six (6) employees provided that the total leave shall not exceed seventy-two (72) days during the fiscal year. Any one employee shall be limited to a maximum of ten (10) days of conference leave per fiscal year. Unused conference leave, up to a maximum of 10 days, shall be carried over from year to year. The total conference leave days that are to be carried over, if any, shall be calculated on June 30 and reported to the union secretary by July 15.

The president of the union shall, at the request of the union, be granted a leave of absence without pay during his/her term of office. During his/her term in office, his/her place on the salary scale will advance at the rate of an employee on active status. Such leave shall be arranged so that payment of the president's salary and deductions for retirement and fringe benefits will be made by the office of payroll and reimbursed by the union.

The Board agrees to return the president to a position comparable to that held by him/her prior to the leave of absence being granted, providing the president notifies the board of his/her desire to return to that position at the time the leave is granted. This section applies only if the president returns upon the expiration of the leave of absence and shall be extended in the event he/she is re-elected.

## **5. Workers' Compensation Leave**

Whenever an employee is absent from work as a result of personal injury resulting from an accident or an assault occurring in the course of his/her employment, as used and defined in the Workers' Compensation Laws of Maryland, and such lost time is approved by a Board Physician, the employee will be paid as close to his/her normal net salary as possible for the period of such absence up to twelve months. No part of such absence will be charged to his/her annual or accumulated sick leave. If the disability persists after the twelve (12) month period, the employee shall be placed on Leave of Absence and disability-payments will commence consistent with the amount covered by Workers' Compensation Law. An employee, on termination of service with the Board of Education, who is indebted for advanced personal injury leave pay, must reimburse the Board for the amount of indebtedness. The Board will continue to pay its share of the cost of health insurance for an employee receiving Workers' Compensation benefits, including up to twelve (12) months following the expiration of personal injury leave.

An employee on Workers' Compensation may accrue up to one year of service credit in determining his/her salary including longevity or vacation eligibility. These advance credits will become effective upon an employee's return to work. Vacation time will be accrued at the normal rate for one year during disability leave. If such disability leave extends beyond one year, vacation time will not be accrued during the extended time.

In the event an employee is declared to have a permanent total disability verified by the Board's physician, he/she shall receive a contribution toward the premium for health insurance and life insurance, commensurate to an employee retiring with 30 years' service.

## **6. Legal Commitments and Transactions**

An employee may be absent without loss of pay to serve on a jury. In the event that compensation beyond expenses is received for this duty, the employee will receive his regular salary less said compensation.

An employee who is issued a summons for a legally established court may be absent without loss of pay unless he is a defendant in court proceedings. If such employee defendant is deemed to be not guilty by the court, he shall be paid retroactively for time lost because of the summons provided verification of the verdict is provided within thirty (30) days of the absence. An employee pleading *nolo contendere* shall not be paid.

## **7. Maternity Leave**

### **a. Absence for Maternity**

Absence for Maternity: The parties hereto intend to comply fully with the provisions of the Pregnancy Discrimination Amendments of the Civil Rights Act of 1964, as amended. An employee who is pregnant may use accrued sick leave prior to and following the birth of the child, subject to medical documentation indicating the physician's determination that the employee refrain from employment due to a disability resulting from her pregnancy, childbirth, and/or complications thereof. An employee absent due to these reasons must return to work as soon as she is physically able. The Board reserves the right to request medical documentation of her disability and of her physical ability to return to work.



An employee who selects this option and whose earned sick leave expires prior to the birth of the child or the time she is able to return to work may request an unpaid leave of absence for a period not to exceed six (6) months from the effective date of the leave (last duty day worked). Should it become necessary to extend the leave beyond six (6) months, the employee's position will no longer be held and reinstatement in an appropriate position will be made as soon as a vacancy occurs.

**b. Child Rearing Leave**

If an employee does not desire to return to her position as soon as she is physically able to do so, following the birth of a child, or a father wishes to remain home to rear a newborn child, he/she may apply for a child rearing leave under the following conditions:

1. Request for child rearing leave of absence shall be made by completing and forwarding the form, "Application for Child Rearing Leave of Absence" to the appropriate administrator as soon as possible but prior to the last day of work before the birth of the child. In the event of a premature delivery (before the completion of the thirty-seventh (37<sup>th</sup>) week), where the employee has not yet filed for leave, the [Application for Leaves and Absence Conversions](#) form must be received in the Department of Human Resources no later than thirty (30) days from the date of the birth of the child(ren).

2. A child rearing leave of absence may be granted for a period of up to twenty-four (24) months following the birth of a child. Earned sick leave may be utilized by the mother on child rearing leave both prior to and after the birth of the child under the following conditions:

- a. A statement by a doctor must be attached to the application stating the date the employee must stop work for medical reasons.
- b. In the event that more than six (6) weeks earned sick leave is required after the birth of the child, the doctor must furnish an additional statement indicating a condition of continued disability.

3. A child rearing leave of absence may be granted for a period of up to twenty-four (24) months for the adoption of a child. Such leave becomes effective following the last day of employment. Earned sick leave may not be utilized during leave of absence for adoption.

4. An employee on child rearing leave will be reinstated in an appropriate position as soon as a vacancy occurs after his/her request for reinstatement. To facilitate the employee's return consistent with his/her desired schedule, he/she should give as much advance notice of his/her anticipated return as possible.

5. Before she returns to duty, the employee may be required to present a doctor's certificate stating that she is able to resume her regular work.

6. The unused sick leave of an employee who has been granted a child rearing leave of absence will be held in abeyance until such time as she returns to active service.

7. If in any event the employee is unable to return to a position with the Board within the 24-month period specified above, resignation from the Board of Education will be accepted as automatic and the employee will be notified.

**8. Military Leave**

a. All employees shall be provided leave to serve in the uniformed services, covering all categories of military training and service, including duty performed on a voluntary or involuntary basis and in time

of peace or war in accordance with the Uniformed Service Employment and Reemployment Rights Act of 1994 (USERRA).

b. Short term - Employees who lose time due to obligatory short-term emergency or annual unit training duty with the National Guard or military reserves may be granted leave with regular pay consistent with their official military orders up to a period of fifteen (15) working days per annum. During the fifteen-day (15) period, accrual of benefits will continue.

If an employee is a member of the organized militia or a reserve unit and is ordered to active duty under the authority of the governor or official Department of Defense orders, he shall be entitled to a leave of absence without loss of pay while actually serving under such active duty orders. "Without loss of pay" shall mean the employee's regular pay for the period of service plus any compensation for such military duty.

In order to implement this policy, the employee must present the Board with a copy of his/her military orders. In the absence of supporting documents, lost time due to military training or emergency duty shall be uncompensated.

During this leave period, but not to exceed fifteen (15) working days per annum, the Board of Education shall continue the employee's regular pay. This provision excludes weekly training or drill sessions.

c. Extended active duty military leave may be granted to any employee entering one of the military services of the United States. Upon completion of his military obligation he shall, within a reasonable length of time, be reinstated to his previous position, one of similar scope and complexity, or to an advanced position for which the Director of Personnel believes he is qualified by virtue of his service, experience and training.

Where the employee is returned to his former job classification, he shall be entitled to all annual increments (allowable in his salary grade) for which he would have become eligible had employment been continuous including seniority and higher leave accrual rates if appropriate.

The above applies providing:

1. The returning veteran has been separated under honorable or general conditions. Veterans separated under other than honorable (undesirable, bad conduct, or dishonorable) conditions shall forfeit their rights under this policy.
2. The veteran applies for reinstatement within ninety (90) days of separation.
3. The service period has not been voluntarily extended beyond five (5) years' total active duty since August 1, 1961.
4. The veteran is still qualified to perform the duties of his former position or one of similar scope and complexity.
5. It is possible and reasonable to reinstate the veteran. Should the type of work formerly performed by the veteran no longer be required by the employer, or should all suitable positions be filled, the veteran shall be considered for future suitable openings.
6. Employees who are ordered to extended active duty shall be compensated for lost time up to fifteen (15) working days.

d. Employees returning to the system from military leave shall be granted up to a maximum of five (5) years of salary credit.

e. Salary credit for military service for employees new to the system may be granted up to a maximum of two (2) years.

f. A reasonable effort shall be made to reinstate to a comparable position a former employee who resigned to accompany a spouse who was on military duty, provided that the former employee was in permanent status in the system at the time of the resignation. Service of the spouse shall not have been voluntarily extended beyond five (5) years total active duty, and the employee must have applied for reinstatement within ninety (90) days of the separation of the spouse from service.

## **9. Urgent Personal Business Leave**

a. Each employee shall be entitled to a maximum of three (3) days of urgent personal business leave annually. A written statement of intent to be absent shall be submitted to the appropriate administrator at least twenty-four (24) hours prior to the expected absence. The appropriate administrator may make exception to the twenty-four (24) hour requirement in case of an emergency or demonstrated need. In these instances, telephone notification to the supervisor or appropriate administrator is required.

b. A personal business leave day may not be used immediately preceding or following a holiday except upon special permission by the appropriate Executive Director. Personal business leave shall not be used for group activities. Absence for personal business leave shall not be charged to sick leave; unused urgent personal business leave shall be accumulated as rolled leave.

## **10. Special Religious Observance Leave**

Employees will be permitted a total of five (5) days for religious holidays. These days include two (2) paid religious observance leave days plus an employee's three (3) urgent personal business days. Once the three (3) urgent personal business days are used for personal business and/or-religious holidays, the unused additional two (2) days may not be accumulated as sick leave. The employee is required to submit a letter two (2) weeks in advance to the appropriate administrator stating the intent to be absent on a duty day to observe a religious holiday.

In determining religious holidays beyond the five (5) days allowed, the Superintendent of Schools will request verification from appropriate religious authorities of the requirement for an employee to be absent from work to fulfill religious obligations.

## **11. Sick Leave**

Employees who need to utilize sick leave must contact the office of the appropriate supervisor or designee as soon as possible but at least one (1) hour prior to the beginning of his or her shift on each day of absence, stating the necessity for the absence so that time records can be properly maintained and work schedules realigned. This one-(1) hour requirement shall be waived in the event of an emergency.

If, having conferred with the appropriate administrator and employee, the Office of Employee Absence and Risk Management believes the intermittent absence(s) to be questionable, the Office of Employee Absence and Risk Management will direct the appropriate administrator to request that the employee submit written certification from a physician confirming the necessity for any future personal or family sick leave absence(s). This requirement can be valid for up to three (3) months.

Where a relatively long period of absence is anticipated, the employee need only contact his supervisor or designee on the first day of the absence but must state, if known, at that time the estimated

date of return. If the absence is for ten (10) or more consecutive days the employee will be reported to the Office of Employee Absence and Risk Management.

Employees may be absent without loss of pay, within the limits stated below. Absences shall be charged to sick leave.

During the first fiscal year, a full-time ten (10) month employee who is in pay status for the full fiscal year (July 1 through June 30) shall be advanced ten (10) days of sick leave. A full-time twelve (12) month employee who is in pay status for the full fiscal year shall be advanced twelve (12) days of sick leave.

After the first fiscal year, a ten (10) month employee who is in pay status for the full fiscal year (July 1 through June 30) shall be advanced fifteen (15) days of sick leave. A full-time twelve (12) month employee who is in pay status for the full fiscal year shall be advanced eighteen (18) days of sick leave.

Sick leave shall be prorated for employees who have been in duty status for less than twelve (12) months.

A new employee or a rehire must be on duty at least five (5) qualifying months during a fiscal year to be eligible for the higher advanced rate of sick leave the following year.

A regular part-time or ten (10) month employee shall accrue sick leave in proportion to the time worked.

All unused sick leave is cumulative.

An employee using vacation days or current and/or accumulated sick leave days, except in the case of maternity, accrues additional sick leave days as described herein.

An employee on leave of absence requiring Board action does not accrue sick leave time.

Salary consideration beyond cumulative sick leave will be given only in those cases of serious and continuous illness which makes it impossible for the employee to be on the job.

Each case will be considered individually by the Board of Education after the appropriate Associate Superintendent has made an inquiry to determine the employee's financial need, his caliber of work, and the recency of any past special salary consideration.

When an employee is granted an extended formal sick leave of absence, the accumulated sick leave days may either be utilized prior to the granting of this leave or may be retained for future use after the employee has returned to duty.

An employee who becomes seriously ill while on vacation may have his vacation extended or take vacation at a later date. A serious illness is one that is incapacitating.

This illness must be confirmed by the attending physician.

An employee who, while on vacation, has a death in the immediate family or of a close relative, may have his vacation extended or take vacation at a later date.

An employee who leaves the employ of the Board of Education will be granted sick leave days accumulated during prior service if he returns to duty within one (1) year. Ten-month employees who resign

as of June 30 of any calendar year are eligible for such credit, provided they are re-employed the first duty day in September of the following calendar year.

When an employee is granted a leave of absence requiring Board action, his accumulated sick leave days are held in abeyance until he returns to duty. Upon return to duty, the employee will be granted sick leave days according to the policies in effect, but he will not lose his earned length of service for accumulation purposes. In matters concerning leave of absence because of illness, the Superintendent may require a written certificate from a physician as proof of illness and need for leave.

## **12. Family Illness Leave**

Employees may use a portion of their personal sick leave for illness in the immediate family. At the start of their leave accounting year, employees will be advanced a maximum of 4 days from their personal sick leave to be used for illness in the family and they may accumulate up to a maximum of eight (8) days of such leave. Family Illness days are a part of an employee's personal sick leave. The Office of Benefits, Leaves and Retirement may approve up to a maximum of forty (40) additional days of Family Illness leave per fiscal year if the employee has sufficient personal sick leave and can provide medical documentation of the family member's illness and the necessity for assisting the ill family member.

## **13. Unified Sick Leave Bank**

**USLB OVERSIGHT COMMITTEE.** An USLB Oversight Committee, composed of a representative from each of the participating bargaining units and staff from the Office of Employee Absence and Risk Management and the Manager of the Department of Staff Relations and Employee Performance Management will meet annually to determine the initial and subsequent employee annual sick leave assessment or contribution rates and to review the USLB's rules and procedures and to make revisions to these rules and procedures as necessary. The Oversight Committee, in accordance with established USLB rules and procedures, and the Superintendent must approve any changes to the rules and procedures before they are disseminated to employees.

**PURPOSE.** The Board of Education (BOE) will provide a Unified Sick Leave Bank (USLB) benefit to employees represented by the BOE's bargaining units, and to non-represented administrative assistants and management employees. The purpose of the USLB is to provide a vehicle through which employees may donate their accrued sick leave for other eligible employees to use. This additional paid sick leave may be granted to employees who have exhausted their accumulated sick leave and urgent personal business days.

**DEFINITION.** The USLB may grant additional paid sick leave to an employee who through catastrophic illness, injury, or quarantine is unable to perform the duties of his/her position. Under a qualifying illness or injury sick leave from the bank may also be granted for medical, dental, or optical examinations, or treatments that are impossible to schedule on non-duty days. Only the individual employee may use the USLB for his/her personal illness or injury. The USLB may not be used to be absent from work to care for members of the employee's family. Sick leave from the bank may not be granted when the employee has an active Workers' Compensation claim or when the employee is receiving compensation from Workers' Compensation. The USLB may not be used by an employee who is eligible for disability retirement to postpone that retirement. In no case will the granting of leave from the bank cause an employee to receive more than his/her regular annual salary.

**ELIGIBILITY.** All bargaining unit-represented employees will be automatically enrolled in the USLB once the following eligibility criteria are met:

**10-MONTH EMPLOYEES.** 10-MONTH EMPLOYEES WHO HAVE COMPLETED ONE YEAR OF CONTINUOUS SERVICE AND WHO HAVE ACCUMULATED 20 DAYS OF SICK LEAVE WILL BE AUTOMATICALLY ENROLLED IN THE USLB.

**12-MONTH EMPLOYEES.** 12-MONTH EMPLOYEES WHO HAVE COMPLETED ONE YEAR OF CONTINUOUS SERVICE AND WHO HAVE ACCUMULATED 24 DAYS OF SICK LEAVE WILL BE AUTOMATICALLY ENROLLED IN THE USLB.

Employees meeting the eligibility requirements will be assessed a contribution when enrolled. The initial assessment and subsequent employee contributions will be based upon the needs of the USLB as determined by its governing committee.

**OPT OUT** - An employee who is eligible for membership in the USLB may opt out for any reason by notifying the USLB in writing of his/her desire to withdraw from the USLB. Employees who opt out of the USLB will remain eligible for membership and may request to be re-enrolled by making a written request to the USLB. Employees who have opted out and request to be re-enrolled must meet the eligibility requirements. Employees who opt out in the fiscal year the initial assessment is made will have that sick leave time returned to them.

**USE OF THE USLB.** Employees must use all accumulated sick and urgent personal business leave prior to drawing from the USLB. The life time total that an employee may draw from the USLB is one (1) year. One year is equal to the number of duty days for 10-month employees and is equal to 245 duty days for 12-month employees. The USLB will not be charged for holidays, compensable non-duty week days, or vacation days.

**UNION USLB GOVERNING COMMITTEE.** The Union will appoint a USLB governing committee from its membership. The committee shall meet as needed to: review and verify employee requests to draw from the bank; recommend the approval or denial of such requests to the employee, to the Office of Employee Absence and Risk Management and to other Board of Education (Board) offices, as necessary; and to review the decision of the Manager of the Office of Employee Absence and Risk Management regarding approval or denial of the request to draw from the USLB.

**APPEALS.** Appeals of decisions of the Office of Employee Absence and Risk Management may be made in writing within ten (10) duty days to the Chief Human Resources Officer (CHRO), Division of Human Resources. Pending the outcome of the appeal to the CHRO, the employee will continue to be covered by the sick leave bank.

#### **14. Unusual or Imperative Leave**

Employees may be granted leave up to one (1) year without pay for unusual or imperative reasons where no other leave program is applicable.

This leave may be granted by the Board of Education and approval must be secured before the absence occurs.

During this leave, the employee may continue participation in the Board of Education Employee Insurance Plan by assuming full premium costs. The employee may neither withdraw nor make contributions to the Retirement Systems.

## **ARTICLE VIII Insurance Benefits**

### **1. Health Care Options -- Flexible Benefits Plan**

The specific coverage in each of the health care options shall be mutually determined by the Board and the employee organization(s) representing covered employees, and shall be provided in writing each year to the employees.

The Board shall provide a prescription drug benefit for Cigna OAP and Cigna OAPIN plan members, as well as a mail order Prescription Drug Program for the purchase of maintenance type prescription drugs, including insulin and related supplies. Generic substitutions will be mandatory.

**Option 1** - Employees may choose to enroll in the Cigna Open Access Plus (OAP) plan that allows for in network and out of network coverage. The employee price tag will be 19% of the annual premium through December 31, 2016 according to the schedule in Appendix B-1, (20% for those hired on or after January 1, 2013); 20% as of January 1, 2017; 20% as of January 1, 2018; 22% as of January 1, 2019; 24% as of January 1, 2020; and 25% as of January 1, 2021. Beginning January 1, 2013 through December 31, 2021, the prescription co-pay structure shall be as follows: Cigna OAP: Retail – up to a 30 day supply - \$10 for generic; \$20 for formulary; \$35 for non-formulary; Mail Order: - 90 day supply of maintenance prescriptions - \$20 for generic; \$40 for formulary; \$70 for non-formulary. Also, the hospital emergency room co-pay will be \$70 per visit and is waived if admitted.

**Option 2** - Employees may choose to enroll in the Cigna Open Access Plus In Network (OAPIN) plan that allows for in network coverage only. The employee price tag will be 14% of the annual premium through December 31, 2016 according to the schedule in Appendix B, (15% for those hired on or after January 1, 2013; 15% as of January 1, 2017; and 15% as of January 1, 2018 through December 31, 2021. Beginning January 1, 2013 through December 31, 2021, the prescription co-pay structure shall be as follows: Cigna OAPIN: Retail – up to a 30 day supply - \$10 for generic; \$20 for formulary; \$35 for non-formulary; Mail Order: - 90 day supply of maintenance prescriptions - \$20 for generic; \$40 for formulary; \$70 for non-formulary. Also, the hospital emergency co-pay will be \$50 per visit and is waived if admitted.

**Option 3** - Employees may choose to enroll in a qualified prepaid health maintenance organization (HMO) plan offered by Kaiser Permanente that provides comprehensive medical care through a network of participating hospitals, physicians and other health care providers. The employee price tag will be 14% through December 31, 2016 according to the schedule in Appendix B, (15% for those hired on or after January 1, 2013); 15% as of January 1, 2017; and 15% as of January 1, 2018 through December 31, 2021. A prescription drug benefit is included with the HMO offered. The co-pay structure through December 31, 2021 shall be as follows: up to 60-day supply - \$5 generic; \$5 brand; at participating community pharmacy - \$15 generic; \$15 brand; Mail Order - 90-day supply - \$5 generic; \$5 brand.

The employee price tag for those hired on or after January 1, 2019 will be as follows: Cigna OAP – 25%; Cigna OAPIN – 15%; Kaiser HMO – 15% according to the schedule in B-2.

**Options 4A and 4B** - These options provide for two (2) Medicare Supplement Plans: 4A – Cigna Medicare Surround; 4B – Kaiser Permanente Medicare Plus. These plan options will only be available to retirees who have attained the age of 65. The Board contribution toward the premium for health insurance for Medicare-eligible retirees will be according to Chart B in Article 8, Section 8. For retirees covered by the Cigna Medicare Surround plan, the mail order prescription drug co-pay for generics will be \$20 beginning January 1, 2013. Other co-pays for retail and mail order purchases will remain as specified in the Retiree Benefits Guide.

## 2. Adult Hearing Aids

Coverage for adult hearing aids will be included in the health plan offerings provided by the Board.

## 3. Insurance--Family of Deceased Employee

The Board will pay full premiums for health, dental and vision insurance for the spouse and/or family of any employee who dies in service, for a period of one year, providing the employee was enrolled in such program and the spouse and/or family were eligible for benefits prior to the death.

## 4. Health Insurance--Retired Members

The Board shall contribute toward the premium for available health insurance plans or an optional HMO for employees with ten (10) years or more service with the Board, including military service time recognized by the Board, who retire under the Maryland State Teachers' Retirement or Pension System, or the Baltimore County Employee Retirement System (ERS). Specific price tags for available plans will be according to schedules contained in the Retiree Benefits Guide. Contributions by the Board shall be made to employees hired prior to January 1, 2011 in accordance with Charts A and B as found below.

For pre-65 retirees, Chart A below specifies Board contributions for health plan options 1, 2, and 3 for each calendar year (CY) through December 31, 2021, based on the health plan option selected and the effective date of retirement. The Board contribution in place at the time of retirement will continue at that same level until the retiree reaches the age of 65. Once reaching age 65, Chart B below specifies Board contributions for plan options 4A and 4B.

### CHART A

#### CIGNA OAP (Option 1)

#### CIGNA OAPIN (Option 2) and Kaiser HMO (Option 3)

<u>CY16</u>	<u>CY17</u>	<u>CY18</u>	<u>CY19</u>	<u>CY20</u>	<u>CY21</u>	<u>BCPS Yrs. of Service</u>	<u>CY16</u>	<u>CY17</u>	<u>CY18</u>	<u>CY19</u>	<u>CY20</u>	<u>CY21</u>
30.0%	25.0%	25.0%	23.0%	21.0%	20.0%	<b>10</b>	30.0%	25.0%	25.0%	25.0%	25.0%	25.0%
30.0%	27.5%	27.5%	25.5%	23.5%	22.5%	<b>11</b>	30.0%	27.5%	27.5%	27.5%	27.5%	27.5%
30.0%	30.0%	30.0%	28.0%	26.0%	25.0%	<b>12</b>	30.0%	30.0%	30.0%	30.0%	30.0%	30.0%
32.5%	32.5%	32.5%	30.5%	28.5%	27.5%	<b>13</b>	32.5%	32.5%	32.5%	32.5%	32.5%	32.5%
35.0%	35.0%	35.0%	33.0%	31.0%	30.0%	<b>14</b>	35.0%	35.0%	35.0%	35.0%	35.0%	35.0%
37.5%	37.5%	37.5%	35.5%	33.5%	32.5%	<b>15</b>	37.5%	37.5%	37.5%	37.5%	37.5%	37.5%
40.0%	40.0%	40.0%	38.0%	36.0%	35.0%	<b>16</b>	40.0%	40.0%	40.0%	40.0%	40.0%	40.0%
42.5%	42.5%	42.5%	40.5%	38.5%	37.5%	<b>17</b>	42.5%	42.5%	42.5%	42.5%	42.5%	42.5%
45.0%	45.0%	45.0%	43.0%	41.0%	40.0%	<b>18</b>	45.0%	45.0%	45.0%	45.0%	45.0%	45.0%
47.5%	47.5%	47.5%	45.5%	43.5%	42.5%	<b>19</b>	47.5%	47.5%	47.5%	47.5%	47.5%	47.5%
55.0%	50.0%	50.0%	48.0%	46.0%	45.0%	<b>20</b>	56.2%	50.4%	50.4%	50.4%	50.4%	50.4%
55.0%	52.5%	52.5%	50.5%	48.5%	47.5%	<b>21</b>	56.2%	53.3%	53.3%	53.3%	53.3%	53.3%
55.0%	55.0%	55.0%	53.0%	51.0%	50.0%	<b>22</b>	56.2%	56.2%	56.2%	56.2%	56.2%	56.2%
57.5%	57.5%	57.5%	55.5%	53.5%	52.5%	<b>23</b>	59.1%	59.1%	59.1%	59.1%	59.1%	59.1%
60.0%	60.0%	60.0%	58.0%	56.0%	55.0%	<b>24</b>	62.0%	62.0%	62.0%	62.0%	62.0%	62.0%
63.3%	63.3%	63.3%	61.3%	59.3%	58.3%	<b>25</b>	65.3%	65.3%	65.3%	65.3%	65.3%	65.3%
66.6%	66.6%	66.6%	64.6%	62.6%	61.6%	<b>26</b>	68.6%	68.6%	68.6%	68.6%	68.6%	68.6%



						<u>BCPS</u>						
						<u>Yrs. of</u>						
<u>CY16</u>	<u>CY17</u>	<u>CY18</u>	<u>CY19</u>	<u>CY20</u>	<u>CY21</u>	<u>Service</u>	<u>CY16</u>	<u>CY17</u>	<u>CY18</u>	<u>CY19</u>	<u>CY20</u>	<u>CY21</u>
69.9%	69.9%	69.9%	67.9%	65.9%	64.9%	<b>27</b>	71.9%	71.9%	71.9%	71.9%	71.9%	71.9%
73.2%	73.2%	73.2%	71.2%	69.2%	68.2%	<b>28</b>	75.2%	75.2%	75.2%	75.2%	75.2%	75.2%
76.5%	76.5%	76.5%	74.5%	72.5%	71.5%	<b>29</b>	80.0%	80.0%	80.0%	80.0%	80.0%	80.0%
81.0%	80.0%	80.0%	78.0%	76.0%	75.0%	<b>30</b>	86.0%	85.0%	85.0%	85.0%	85.0%	85.0%

**CHART B**

**Only for Retirees age 65 or older**

<b>Years of Service</b>	<b>Option 4A</b>	<b>Option 4B</b>
	CIGNA Med. Surround	Kaiser Med. Plus
10-19 years of service	36%	68%
20-29 years of service	66%	100%
30 or more years of service	84%	100%

The Board shall continue to provide the payments set above for one (1) year for the spouse of a retired employee who dies if the surviving spouse was covered under the retired employee’s policy at the time of the retired employee’s death.

**5. Dental Insurance**

The Board shall offer three dental plans: a) Traditional Dental Plan, b) Preferred Provider Dental Plan, and c) Dental HMO. The Board shall contribute 65% of the premium for the lowest cost dental option. The employee will contribute 35% of the lowest cost option plan plus the additional premium for a higher cost option if one is chosen. These rate splits will remain in effect through December 31, 2021. The employee price tag will be according to the schedule in Appendix B.

The specific coverage in each of the Dental Insurance plans shall be mutually determined by the Board and the employee organization(s) representing covered employees, and shall be provided in writing each year to the employees. All self-funded dental plan options available to active employees will be available to retirees for a price tag equal to the existing COBRA rates.

**6. Vision Insurance**

The Board shall provide an optical plan jointly selected by the Board and employee organizations. Participation in the optical plan will be available to retirees and dependents at full cost to the retiree.

**7. Insurance Plan Carriers**

No change will be made in the carrier of any insurance plan identified in this Article unless the Association approves such change.

**ARTICLE IX**  
**Educational Assistance Benefit**

**1. Financial Assistance**

The Educational Assistance Program is designed to provide financial assistance for college credit course work, BCPS sponsored cohort associated non-credit course work, technical training classes, and

prorated CEUs to permanent, non-exempt personnel who wish to attend pre-approved outside training courses or college credit or BCPS sponsored cohort associated non-credit courses to improve performance in their present position, enhance their skills, or to prepare themselves for promotion within the educational system.

An employee must file a *Classified Employees Request for Reimbursement* form to secure the prior approval for reimbursement. The forms may be obtained from the principal or other appropriate administrator and should be forwarded to the Office of Personnel prior to taking the course. Employees shall be eligible for up to three hundred dollars (\$300) per credit hour for tuition and fees upon successfully completing the course requirements as determined by a grade report of C or better, transcript, or certificate of completion. Only nine (9) semester hours will be honored per fiscal year.

## **2. Staff Development**

Representatives of the Board shall meet annually with representatives of the Union to discuss suggestions for staff development activities.

### **ARTICLE X Transportation Reimbursement**

The authorized use of an employee's personal car for transportation to accomplish his assigned duties shall be reimbursed at the rate established by the Internal Revenue Service. The use of a personal automobile may be authorized for:

1. Attendance at a meeting called by an appropriate administrator.
2. Travel at the direction of the appropriate administrator.

Reimbursement will be made monthly, bi-monthly, or quarterly subject to completion of the appropriate form. No reimbursement of less than fifteen dollars (\$15.00) will be paid to an employee for any period of time, except for the final reimbursement of the fiscal year, which may be submitted for less than fifteen dollars (\$15.00). Final reimbursement reports must be submitted by June 30 for ten (10) month employees, or within seven (7) duty days of the close of a fiscal year for all other employees in order to receive reimbursement.

When computing mileage, the employee's normal round-trip commuting distance to his regularly assigned location shall be subtracted from the total mileage incurred. Those employees without a regularly assigned work location (painters, stationary crews, roofing inspectors) will be assigned to a specific location at the beginning of each fiscal year for the purpose of computing their travel reimbursement. Transportation reimbursement shall be provided for an employee traveling to a medical facility from his/her work location and back to the work location, due to an injury on the job. Transportation reimbursement shall be provided for an employee traveling to and from a medical facility from his/her legal residence when required and confirmed in writing by the medical facility personnel.

### **ARTICLE XI Holidays**

#### **1. Recognized Holidays**

The following days shall be recognized as holidays by the Board of Education:

Independence Day, Labor Day, Thanksgiving Day, day following Thanksgiving, Christmas Eve, Christmas Day, New Year's Eve, New Year's Day, Dr. Martin Luther King, Jr.'s Birthday, Good Friday, Easter, Memorial Day, Election Days (Baltimore County).

The school calendar shall be established by the Board of Education in accordance with Article 7-103 of the Annotated Code of Maryland and other applicable law.

Holidays which fall on Saturday or Sunday will be observed on either the Thursday or Friday immediately preceding the holiday or the Monday or Tuesday immediately following the holiday. Holiday leave will not be deducted from any other leave earned by an employee.

If an employee is absent in unpaid status on his duty day prior to (a) holiday(s) or his/her duty day following (a) holiday(s), no salary payment will be made for such (a) holiday(s). A new employee or an employee returning from leave shall not be eligible for holiday pay unless he has been in pay status on the duty day immediately prior to the holiday. An employee who resigns or is terminated prior to a holiday shall not be paid for that holiday.

## **2. Observed Holidays**

Should a holiday fall on an employee's normal day off, it shall, at the discretion of the appropriate supervisor, be observed on the first normal working day preceding or following the date of the recognized holiday. Should the employee be required to work on his observed holiday, he shall receive holiday pay plus one (1) and one-half (½) times his hourly rate for all hours worked on the holiday.

Should an emergency exist and an employee is assigned duties on an observed holiday but fails to report for an observed holiday and fails to report for an unacceptable reason, he shall forfeit his holiday pay and an appropriate deduction shall be made.

## **3. Floating Holidays**

For each 12-month employee who has completed his probationary period on or before March 1, two (2) floating holidays are available. Whenever possible, floating holidays need to be requested and approved three (3) weeks in advance but, not later than two (2) weeks. Two additional floating holidays are available for use during the Spring Holiday or as otherwise designated by the appropriate administrator.

Prior to the start of the leave accounting year, up to two (2) unused floating holidays will be converted to personal illness leave at the employee's request, and added to the employee's leave balance.

## **ARTICLE XII Vacations**

1. Regular, full-time employees with less than five (5) years of service shall accrue paid vacation credit at a rate of .416 normal workday for each pay period qualifying employment to a maximum credit of ten (10) normal workdays per year.

2. Regular, full-time employees with five (5) years of service, but less than ten (10) years of service shall accrue paid vacation credit at a rate of .625 normal workday for each pay period of qualifying employment to a maximum credit of fifteen (15) normal workdays per year. Accrual at the new rate begins on the fifth anniversary of employment. Vacation accruals will be made on twenty-four (24) specified bi-weekly pay periods for 12-month employees and twenty (20) specified bi-weekly pay periods for 10-month employees.

3. Regular, full-time employees with ten (10) or more years of service shall accrue paid vacation credit at a rate of .833 normal workday for each pay period of qualifying employment to a maximum credit of twenty (20) workdays per year. Accrual at the new rate begins on the eleventh (11<sup>th</sup>) anniversary of employment.

4. A qualifying pay period of employment shall be any pay period in which the employee was in qualifying pay status for a minimum of 60% of the period. Qualifying pay status shall include: hours worked, vacation, paid holidays, and paid leave.
5. In determining vacation schedules, effort shall be made to comply with the employee's request; however, when there is an irreconcilable conflict between employee work schedules and an individual employee's request, work schedules take precedence. Vacations must be requested in advance and approved by the appropriate administrator.
  - a. Whenever possible, the employee will be notified in writing or electronically of the disposition of a vacation request within fifteen (15) work days of the date received by the appropriate administrator.
  - b. When considering two (2) or more vacation requests for the same period of time, the employee with the most seniority shall be given preference, where appropriate.
  - c. Approved vacation requests shall not be subject to revocation except in cases of designated system emergencies and/or disasters. In the event that an employee is required to work because of disaster or emergency, the unused vacation time shall be restored and may be used at a later date.
6. Pay for all vacations shall be based on the rate of pay of the employee at the time of vacation. This includes shift differential.
7. Vacation payments shall be calculated at the current regular rate and on the basis of a normal workday.
8. Accumulated days will be capped at forty (40) vacation days.
9. A vacation in excess of twenty (20) days in one fiscal year requires the approval of the employee's division head or his/her designee. Normally, an extended vacation shall be limited to thirty (30) days. Under unusual circumstance, the Superintendent of Schools may grant permission for a vacation in excess of thirty (30) days, to a maximum of forty (40) days, in order to take a trip of such duration.
10. Earned vacation credits shall not be used to extend employment beyond the last day worked.
11. At the time of separation, employees shall be paid for all accumulated vacation.

## **ARTICLE XIII**

### **Discipline and Discharge**

#### **1. Just Cause**

No regular employee shall be disciplined, reprimanded, reduced in rank or compensation for disciplinary reasons, suspended, discharged, or deprived of any employment advantage without just cause. Excessive absenteeism, excessive tardiness, or abuse of sick leave may constitute just cause for discipline.

#### **2. Discipline**

Employees who may be subject to disciplinary measures shall be afforded due process. When possible, progressive discipline consisting of oral reprimand, written reprimand, demotion, suspension, and discharge should be used. When the offense, however, is deemed to be of a serious enough nature, preceding steps may be waived. If the offense is found to be gross misconduct, progressive discipline steps may be waived and the employee may be discharged.

If the employer has reason to reprimand an employee, it shall be done in a manner that will not embarrass the employee before other employees or the public.

The Union shall have the right to challenge disciplinary actions either through the grievance process or the administrative appeal process (Education Article Section 4-205) which culminates in a hearing before a Board of Education appointed hearing examiner. If an administrative appeal is requested while a grievance on the same subject is being processed in accordance with the formal grievance procedure, such appeal will be held in abeyance until the grievance has reached Step 5/arbitration of the Master Agreement's procedures.

The employer shall not terminate any regular employee without just cause. Any employee found to be unjustly suspended or terminated shall be reinstated with full compensation for all lost time and with full restoration of all other rights and conditions of employment.

Every effort will be made by the Board to notify an employee of a possible disciplinary action within ten (10) working days of the alleged infraction or the date on which the Board could have reasonably been expected to have had knowledge of the alleged infraction or upon completion of an investigation. All hearings before the Board of Education's hearing officer shall be scheduled within 30 days of the Board's receipt of the request for a hearing.

### **3. Discharge for Gross Misconduct**

Gross misconduct on the part of the employee shall result in the employee being placed on administrative leave with pay by the appropriate administrator or supervisory personnel. Such action shall be valid until an appropriate investigation of the facts pertaining to the alleged gross misconduct can be conducted and, based upon the findings, reinstate, reinstate with discipline or discharge the alleged offender. Investigations will be conducted as expeditiously as possible. When practical, the conditions contributing to placing the employee on administrative leave should be brought to the attention of the appropriate division head before notifying the employee. A recommendation to discharge an employee for gross misconduct following an investigation of the charges can only be made by a division head and/or the Chief Human Resources Officer.

Examples of gross misconduct are:

- a. Being under the influence of intoxicants or narcotics during working hours
- b. Stealing, willfully destroying, or defacing Board of Education property
- c. Being convicted of a criminal offense involving moral turpitude
- d. Fighting, creating a disturbance
- e. Falsifying records

Should the investigation result in discharge, the discharge date shall be consistent with the last day worked. The Union shall have the right to take up the discharge as a grievance at Step 4 of the grievance procedures within ten (10) working days from the date of discharge, and the matter shall be handled in accordance with this procedure through arbitration if deemed necessary by either party.

### **4. Representation**

If an employee has been called to a meeting for the purpose of discipline or discharge, he shall be informed of his right to have a representative present. If Union representation is requested, the employer shall work with the Union to schedule a mutually convenient meeting time within the workweek between the hours of six (6) a.m. to six (6) p.m.

## **ARTICLE XIV**

### **Evaluation**

1. Formal evaluation including a conference must be made at least once every two years. In any year in which an employee is not evaluated, it shall be assumed the employee's performance is "satisfactory."

2. The evaluation shall be based on the conclusions and assessments reached by the evaluator.

3. The evaluation shall be based on observations of the employee's work performance. An employee performing at a less-than-satisfactory level shall receive suggestions for improvement and have an opportunity to show improvement prior to receipt of an evaluation.

4. An employee shall be given the name and specific complaint of any person who complains about the employee within a reasonable time if the complaint is to be given any consideration in the employee's evaluation.

5. The written evaluation report shall be shown to the employee within ten (10) days subsequent to the aforementioned conference. The employee shall sign the report within three (3) days and receive a copy thereof. Such signature will not, however, necessarily indicate agreement with the evaluation. Provision shall be made for written comments and reactions by the employee, which shall be attached and become a part of the evaluation report.

6. Except for evaluation forms, material of a negative nature may be removed from all the employee's files after four (4) years upon the employee's request and subject to the approval of the appropriate division head.

7. Any personnel files maintained other than in the central file shall be available for review by the employee at a time mutually convenient to the employee and the appropriate administrator. At the employee's request, a witness of his/her choice may accompany the employee in such a review. The review shall be made in the presence of the administrator responsible for safekeeping of such files.

8. Matters relating to evaluation may be subject to the grievance procedure only for reasons of arbitrariness or failure to follow procedure.

## **ARTICLE XV**

### **Job Security and Transfers**

#### **1. Seniority**

As used in this Agreement, the term "seniority" shall mean an employee's adjusted hiring date. This date shall be established by advancing the employee's original date of employment a span of time equivalent to the employee's non-creditable service which shall have resulted from the leave.

#### **2. Posting of Vacancies**

All permanent positions that are not filled through the transfer process shall be posted by electronic mail at all work locations, the Employment Opportunity Line (410-887-4080) and by written copy of specific information to all work locations for no less than ten (10) duty days before the position is filled. A copy of such notices shall be sent to the Union upon its release. Any candidate who desires to be considered shall submit a written application to the Office of Human Resources Operations Staffing during the posting period. The Office of Human Resources Operations Staffing, after receiving written applications, shall screen to determine those applicants who will be contacted for an interview.

Employees of the Board of Education shall be considered first and take precedence over outside applicants for these positions, provided the employee possesses the qualifications required for the job opening that are equal to those of outside applicants. Where experience and competency are equal, seniority shall prevail in the selection between two (2) or more employees.

Employees applying for a position shall be notified of their selection or rejection, and the reason for the rejection, within twenty (20) duty days after a decision has been made.

If a position that was posted and filled becomes vacant within ninety (90) days, the Board may select a candidate from the original group of applicants without repeating the process.

### **3. Assignment and Voluntary Transfer**

An employee who is voluntarily transferred (i.e., moves to the same job classification in another department or job location) shall be paid at the same base rate held at the time of transfer. Shift differentials applicable to the new assignments will apply. Current employees requesting transfers will be given priority of selection.

Employees desiring to be considered for a voluntary transfer within the existing classification may obtain a form from the Department of Physical Facilities or the Department of Transportation or copy the form in Appendix D, and return the completed form to the designated office.

Any transfer under this provision is subject to the grievance procedure only for reasons of arbitrariness or failure to follow procedures.

### **4. Assignment and Involuntary Transfer**

Involuntary transfers may be made by the superintendent or the superintendent's designee as the needs of the system require. Notification of an involuntary transfer will be given to an employee as soon as possible but not less than twenty (20) calendar days, except in case of emergency, in advance of the intended transfer. The involuntary transfer will be made only after a meeting between the employee and the appropriate supervisor at which time the employee shall be notified of the reason for the transfer. Whenever possible the employee will be transferred to a work location within the same geographic area. In the event the transfer is not in the employee's desired geographic area, the transferred employee shall be given primary consideration for any opening in the desired geographic area for a minimum of two (2) school years.

Involuntary transfers based on reasons other than the ability to perform essential functions will be affected, whenever possible, beginning with the employees having the least service within the classification at the location.

### **5. Promotion -- Demotion**

#### **Promotion**

The term promotion, as used in this provision, means the advancement of an employee to a higher pay grade by means of a competitive process.

Promotion from one pay grade to the next consecutive pay grade shall be made in such a manner that the employee promoted shall move the current step on the salary schedule for the new pay grade. If the promotion is two (2) pay grades, the new rate shall be not less than ten per cent (10%) more than the rate received immediately prior to such promotion. If the promotion is three (3) or more pay grades, the new

rate shall be not less than fifteen per cent (15%) over the rate received immediately prior to such promotion. In no case shall a promoted employee receive less than the minimum of the new grade.

Matters related to promotions may be subject to the grievance procedure, but only for reasons of alleged arbitrariness or failure to follow procedures.

### **Demotion**

The term demotion, as used in this provision, means the movement of an employee to a lower pay grade.

When an employee is demoted, his pay shall be adjusted in a manner opposite to a promotional adjustment. This adjusted salary is not to exceed the highest step on the applicable grade of the new position.

Matters related to demotions may be subject to the grievance procedure, but only for reasons of alleged arbitrariness or failure to follow procedures.

## **6. Probation**

All new employees shall serve a ninety (90) calendar day probationary period. This period may be extended to one hundred eighty (180) days at the discretion of the appropriate administrator. An additional sixty (60) days probationary period may be used at the discretion of the appropriate administrator. The probationary period may be frozen if the employee is absent from the worksite for more than two (2) consecutive weeks. The probationary period will resume upon the employee's return to the worksite and once performance can be evaluated. The time frozen will not be counted as part of the initial or extended probationary period.

During this period of probation, an employee may be terminated without right of appeal through the grievance procedure. Prior to the date an employee completes his probationary period, his performance will be evaluated. It is the responsibility of the appropriate administrator to complete the evaluation. This evaluation shall indicate whether the employee should be placed on regular status, receive extended probation or be terminated. In the event termination is recommended, a two (2) week (10 duty day) notice shall be given to the employee.

Whenever a regular employee is promoted or transferred to a different job classification, he shall again be placed on probationary status for a period of ninety (90) days. Should his performance be unsatisfactory during this period, he shall receive notification that he will be returned to a position within his original job classification and geographical area as soon as a vacancy occurs.

## **ARTICLE XVI Reduction in Force**

### **1. Authority**

When it becomes necessary to lay off or reduce its work force, the Board will do so in accordance with the procedures herein. Decisions for the necessity of such actions are not subject to the grievance procedure.



## **2. Procedure**

### **a. Layoff**

Should it become necessary to reduce the work force due to lack of suitable work by terminating a satisfactory employee(s), layoffs or transfers will be effected beginning with the employee having the least service within the classification (with the same job description) at the location in which the overage occurs.

This employee will be offered the position of the least senior employee in that supervisory area. The employee may refuse the position and be placed on layoff.

### **b. Recall**

An employee who has been laid off due to a reduction in work force will remain on a recall list for two (2) years. As vacancies develop, the employee on the recall list will be offered comparable paying jobs if qualified in inverse order of layoff. Failure to accept one of the first three jobs offered will result in removal from the recall list.

## **ARTICLE XVII Safety and Health**

1. Should an employee feel that a safety problem exists, he/she should report it immediately to his/her immediate supervisor or designee. The supervisor or designee shall reassign the employee until the condition is inspected. An inspection of the condition will be made as soon as possible. The employee involved shall be advised of the results of the inspection. The Board will continue to provide and maintain safety equipment and promote safe working conditions.
2. The Board annually will provide building operations supervisors, assistant building operations supervisors, building service workers and cafeteria staff with approved non-skid shoes.
3. The Board will furnish adequate rain gear to employees where it is deemed necessary.
4. The Board will continue to provide locker and shower facilities for employees where appropriate and feasible.
5. Representatives of the Board shall meet with representatives of the Union twice annually to share information related to health and safety in the workplace.
6. The Union shall be represented on the Board's system wide Safety committee.
7. The Board shall make flu shots available without cost to the employee, and if necessary, will provide tuberculin tests at no cost to the employee.
8. The Board shall make Hepatitis B vaccine available at no cost to any employee who has been exposed to body fluids of a known carrier or body fluids of a student who has not been tested.
9. **Procedure in Case of Threat (Assault) and/or Physical Attack (Battery)**

Any case of threat (assault) and/or physical attack (battery) upon an employee while acting within the scope of his/her duties shall be promptly reported to the supervisor. The scope of the employee's duties, in such cases, shall be defined to include the regular workday, and any extra-curricular activity or duty, whether school-sponsored or PTA-sponsored.

Administrators shall proceed in accordance with the *Critical Response and School Emergency Safety Management Guide, Workplace Violence: Guidelines for Administrators Dealing with Threat and Physical Attack on a Staff Member*.

The administrator/supervisor shall share with the employee all information relative to the immediate threat and/or physical attack relating to the persons involved, that is not legally prohibited, and will act in appropriate ways as liaison between the employee(s), the police, and the courts. The administrator, supervisor, Executive Director, or a member of the Superintendent's staff will appear with the employee at any consequent hearing.

Employees shall report to the appropriate administrator/supervisor any threats of civil or criminal action against them arising out of and in the course of their employment. Union members are also encouraged to contact their Association.

## **ARTICLE XVIII**

### **Ten Month Employees**

#### **Food and Nutrition Services Workers**

Normal Workday: from four (4) to seven and one half (7.5) consecutive hours with an unpaid duty-free lunch period of thirty (30) minutes. The lunch period shall be given in accordance with the employees work schedule.

Professional Development Days: Person-in-Charge I, II, Assistant Managers, and Management Trainees may be assigned to work on professional development days.

#### 1. Leaves and Holidays:

- a. Urgent Personal Business: each food service worker shall be entitled to three (3) urgent personal business days annually. A personal business leave day may not be used immediately preceding or following a holiday except upon special permission by the appropriate administrator. If not used, the personal business days shall be accumulated as rolled sick leave.
- b. Religious Observance: each food service worker shall be permitted two (2) duty days for religious holidays. The employee is required to submit a letter two (2) weeks in advance to the appropriate administrator stating the intent to be absent on a duty day to observe a religious holiday.
- c. Inclement Weather Days: four (4) inclement weather days are available to be used when schools are closed.

2. Posting of Vacancies: Vacancies for the following positions shall be posted for a minimum of ten (10) duty days and shall be filled by the most qualified candidate: Person in Charge I, Person in Charge II, Lead Production Worker, Manager Trainees.

3. Promotion: Promotion from one pay grade to the next consecutive pay grade shall be made in such a manner that the employee promoted shall receive no less than a 12% increase and if they move two (2) or more grades, they would receive no less than an 18% increase.

4. **Summer Work:** Part time summer work is available for a limited number of employees to work in the Summer Foodservice Program. Employees are paid at the cafeteria grade two (2) step (1) rate. Attendance, punctuality, and satisfactory evaluation will be considered when selecting employees for summer work.
5. **Pay Scale:** The Baltimore County Public Schools Pay Scale for the Office of Food and Nutrition Services, 2015-2016, effective July 1, 2015 will be applicable to all Cafeteria Workers, PIC I, PIC II, Management Trainees, Assistant Managers, Lead Production and Cooks (See Appendix A-2).
6. **Use of Personal Vehicle:** Food and Nutrition Services employees who use their personal vehicle in the accomplishment of their assigned duties, including but not limited to conducting bank transactions, attending official meetings, and making deliveries, shall be reimbursed in accordance with the BCPS Controller's Office's reimbursement of local travel and miscellaneous expenses procedures.

## **Bus Drivers and Attendants**

### **1. Leaves and Holidays**

- a. Three (3) days of urgent personal business leave shall be provided. If not used, the personal business days shall be accumulated as rolled leave.
- b. Two (2) days of leave for religious observance shall be provided.
- c. Four (4) inclement weather days are available to be used automatically when schools are closed. Unused inclement weather days shall be accumulated as rolled leave.
- d. No floating holidays are assigned to bus drivers and attendants.
- e. Drivers and attendants are not assigned to work during winter vacation and spring vacation. Drivers and attendants may be assigned to work on professional study days.
- f. Drivers and attendants who work during the summer months on summer school routes or extended school year routes shall be permitted to use a maximum of three days of previously accrued personal illness/family illness leave. In the event that a driver or an attendant works less than the entire summer school/extended school year program, the amount of personal illness/family illness leave will be prorated.
- g. Drivers and attendants who work during the summer months on summer school routes or extended school year routes may also be absent without loss of pay for bereavement, legal commitments and transactions and religious observances in accordance with the terms and conditions of article VII, Section 6 of this Agreement.

### **2. Normal Workday**

During the school year, the normal workweek for full-time employees will be forty (40) hours Monday through Friday. The workweek for part-time employees will be twenty-five (25) hours Monday through Friday. The normal workweek for full-time employees will be comprised of one of the workday configurations plus stand-by duty assignments. Stand-by duty assignments shall be made on a reverse seniority basis based upon staff availability and the nature of the work. Stand-by duty assignments include but are not limited to, the following examples:

Field trips, maintenance runs, in-service activities, drug testing, committee assignments, stand-by, retraining, fueling, pre/post trip inspections, etc.

Field trip and stand-by assignments will be made at least five (5) workdays in advance.

Evening assignments will be made at least ten (10) workdays in advance.

Drivers and attendants given evening assignments will not be given additional noon, field trip, or stand-by assignments between their a.m./p.m. assignment on the day of that evening assignment. Evening assignments are defined as work that begins after the close of the instructional day. Drivers and attendants who are scheduled noon work will not be given evening assignments.

The normal workday will fall under one of the following configurations:

- An a.m., p.m. route
- An a.m., noon, p.m. route
- An a.m., p.m., evening route

Each driver and attendant will be paid his/her regular rate of pay, 15 minutes each day for pre/post trip inspections. When a majority of an assignment occurs beyond the normal workday, the driver and attendant shall receive a shift differential as stated in Article VI, Section 3.

A request for a change in status from a full-time to part-time must be submitted to the immediate supervisor and will be considered on a seniority basis as positions become available. Requests from part-time to full-time status can be addressed immediately by a supervisor.

Drivers and attendants who choose to accept full-time positions will be asked to perform duties that continue to be part of the normal and customary tasks related to the functions of the respective positions.

All non-public school runs shall be clearly designated to advise drivers and attendants that these runs are subject to a different calendar than the public school calendar. If this calendar exceeds the Baltimore County Public Schools (BCPS) calendar, drivers and attendants will be compensated for their additional work at the conclusion of the school year. If a non-public school year opens before the Baltimore County school year and if the first regular pay period for drivers and attendants is less than ten (10) days, the non-public school drivers and attendants will be paid within two (2) pay periods after the work is completed and reported.

All drivers and attendants assigned to the non-public routes will be eligible for any accrued leave benefits, until the end of the non-public school assignment, if the non-public school calendar exceeds the BCPS school year.

### **3. Posting of Vacancies**

Vacancies shall be posted for a minimum of ten (10) duty days at all bus locations. The vacancy shall be filled by the most senior driver/attendant requesting consideration, provided the driver/attendant possesses the necessary qualifications. The union will be supplied a copy of all job postings.

Posting of driver/attendant seniority lists will occur on each lot monthly throughout the school year. Included on the posted list will be name and hire date, by lot only. If a current BCPS employee transfers to the Office of Transportation into a position of bus driver or attendant, the transfer date will be used for the purpose of work and bus assignments.

Drivers and attendants will be notified periodically via internal memo regarding work opportunities outside their job category, such as route typing, back-up Dispatcher and Routing Assistant positions, and other office related duties. Interest in new work opportunities requires a written letter of interest by employees to their Area Manager. The letter shall include any special skills and past experience.

#### 4. Assignment of Work to 4000/5000 Series

- a. Work assignments are based on seniority by parking locations. A seniority list of all full-time drivers and attendants and a seniority list of all part-time drivers and attendants assigned to the lot shall be maintained and posted at the lot, on the bulletin board. The list shall contain the driver/attendant name and adjusted hire date. Names and adjusted hire dates shall be updated monthly. Seniority for drivers and attendants shall be determined by their adjusted hire date.
- b. The Office of Transportation will complete the preparation of preliminary work assignments forty-eight (48) hours prior to the established dry run date. The Office of Transportation shall notify the Union a minimum of thirty (30) calendar days in advance of the established route review date. Every effort will be made by the Office of Transportation to honor, by seniority, assignments requested on the will/will not cards that are received after the preparation deadline. The dry run date shall be scheduled no less than three (3) business days prior to the first day of school for students.
- c. The final assignment of work is subject to the review by the Director of Transportation.
- d. The President of the Union will give the Director of Transportation a list of designated union representatives who will be given the opportunity to review the final assignments of a.m., p.m., noon, and evening work assignments. The designated union representative(s) will be given the opportunity to review assignments on the established route review date, no less than forty-eight (48) hours in advance of the designated dry run day. The Office of Transportation shall provide the President of the Union with a listing of bus drivers and attendants with the following:

- (1) Employee date of hire
- (2) Bus number assigned
- (3) Route time(s)
- (4) Assigned standby schedule with hours
- (5) Hours owed

The president of the Union or his/her designee, shall be provided four (4) reports of assignments and bus routes during the academic year in accordance with the following schedule:

- (1) On the established route review date;
- (2) October 15;
- (3) January 15; and
- (4) April 15.

- e. The Area Managers will consider the following in making the final work assignments:
  - Employee work requests obtained from the will/will not cards, e.g., driver request mid-day work.
  - The seniority list, by parking location, of full-time and part-time drivers and attendants, which includes employee names, hire dates, and requests from the will/will not cards.
  - The list of routes, by parking location, to include number of scheduled daily hours and scheduled daily departure and return times.
  - Using the prepared seniority list as described above, the Area Managers will prepare the final work assignments.
  - Using the seniority list as described above, resolve any conflict with the same hire date by selecting alphabetically.The Area Managers will consider the following when selecting drivers and attendants for special needs routes:
  - Seniority

- Interest by the employee in working with students with special needs
- Attendance
- Punctuality
- Demonstrated ability to work as part of a team
- Ability to build a positive rapport with students, school administrators, and parents

f. All non-public school runs shall be clearly designated to advise drivers and attendants that these runs are subject to a different calendar than the public school calendar. If this calendar exceeds the Baltimore County Public Schools calendar, drivers and attendants will be compensated for their additional work at the conclusion of the school year. If a non-public school year opens before the Baltimore County school year and if the first regular pay period for drivers and attendants is less than ten (10) days, the non-public school drivers and attendants is less than ten (10) days, the non-public school drivers and attendants within two (2) pay periods after the work is completed and reported.

g. All drivers and attendants assigned to non-public routes will be eligible for any accrued leave benefits, until the end of the non-public school assignment, if the non-public school calendar exceeds the BCPS school year.

h. Drivers and attendants may be reassigned by the Director of Transportation as the needs of the system require. Except in the case of an emergency, notification of a reassignment will be given to the driver or attendant as soon as possible. If a reassignment is made, the appropriate supervisor shall meet with the employee. Any reassignment under this provision is subject to the grievance procedure only for failure to follow procedures.

## **5. Assignment of Field Trips**

Field trips will be assigned by the dispatcher using seniority by bus locations, after the scheduling of the forty (40) hour workweek is completed. Field trip work that exceeds the forty (40) hour scheduled workweek will be assigned by seniority.

## **6. Salary Dispute Resolution**

It is agreed that any salary dispute between a driver or an attendant and representatives of the Department of Transportation resulting from discrepancies over time of bus runs will be reviewed by the Director with a Union Representative if required, in an effort to resolve the issue. A representative of the Union and the Department of Transportation may accompany the driver to verify accuracy of the bus route.

## **7. Transfers**

Transfer forms will be utilized for requests for type of assignment (regular/special needs) and work location. A transfer list will be maintained in the Office of Transportation and will be updated annually on the final day of the scheduled school year. Requests for transfer will be considered on a seniority basis. Transfer forms may be submitted or withdrawn at any time during the year. The union will be provided a copy of the transfer list.

## **8. Summer Work**

During the summer, the normal workweek will be a minimum of twenty (20) hours, Monday through Friday, for the duration of the scheduled summer school session or the non-public school schedule. It will be comprised of one of the workday configurations below, plus stand-by duty assignments including but not limited to the following examples:

Field trips, maintenance runs, in-service activities, drug testing, committee assignments, stand-by, retraining, fueling, pre/post trip inspections.

Field trip and stand-by assignments will be made at least five (5) workdays in advance.

Evening assignments will be made at least ten (10) workdays in advance.

Drivers and attendants given evening assignments will not be given additional field trip or standby duty assignments between their a.m./p.m. assignment on the day of that evening assignment. Evening assignments are defined as work that occurs after the scheduled p.m. route.

The normal workday will fall under one of the following configurations:

- An a.m., p.m. route
- An a.m., noon, p.m. route
- An a.m., p.m., evening route

Each driver and attendant will be paid his/her regular rate of pay, 15 minutes each day for pre-/post-trip inspections.

Extra duty assignments beyond the minimum twenty (20) hours summer work week will be based upon seniority.

## **9. Assignment of Summer Work**

a. Work assignments are based on seniority by parking locations. A seniority list of all full-time drivers and attendants and a seniority list of all part-time drivers and attendants assigned to the lot shall be maintained and posted at the lot, on the bulletin board. The list shall contain the driver's name and adjusted hire date and the attendant's name and adjusted hire date. All requests by regular drivers and attendants for summer work must be honored before summer work is offered to substitute drivers and attendants.

b. The Office of Transportation will complete the summer work assignment preparation two (2) days prior to the start of the scheduled summer program. Every effort will be made by the Office of Transportation to honor, by seniority, assignments requested on the will/will not cards that are received after the preparation deadline.

c. The final assignment of work is subject to the review by the Director of Transportation. This review will focus on overall performance and will consider attendance and recommendations by school administrators.

d. The President of the Union will give the Director of Transportation a list of designated Union representatives who will be given the opportunity to review the final assignments of a.m., p.m., and noon summer work assignments. The designated union representatives will be given a copy of these assignments. Copies of summer bus routes will be given to the Union President. Upon request, the Director of Transportation will provide the Union President with a list of hours worked at the conclusion of the summer work program.

e. The Area Managers will consider the following in making the final summer work assignments:

- Employee work requests obtained from the will/will not cards, e.g., driver request mid-day work.

- Prepare a seniority list, by parking location, of full-time drivers and attendants and a seniority list of part-time drivers and attendants, which includes employee names, hire dates, and requests from the will / will not cards.
- Generate a list of routes, by parking location, to include number of scheduled daily hours, scheduled daily departure and return times, scheduled dates for the summer program, and name of summer program.
- Using the prepared seniority list as described above, the Area Managers will prepare the final summer work assignments.
- Using the seniority list as described above, resolve any conflict with the same hire date by selecting alphabetically.

f. The Office of Transportation will distribute the non-public summer school calendar to all drivers and attendants assigned to non-public summer programs.

**10. Assignment of Summer Work to Special Needs Routes**

The Area Managers will consider the following when selecting drivers and attendants for special needs routes:

- a. Attendance
- b. Ability to build a rapport with school administrators and parents
- c. Recommendations from school administrators
- d. Length of service with Baltimore County Public Schools
- e. Demonstrated ability to work as part of a team
- f. Punctuality
- g. Physical ability to evacuate students with special needs
- h. Driving record
- i. Interest by the employee in working with students with special needs.

**11. Dispute Resolution Concerning Summer Work**

It is agreed that any dispute between a driver and/or an attendant and/or representatives of the Office of Transportation resulting in discrepancies over the scheduled hours of summer bus routes will be reviewed by the Director of Transportation with a Union Representative if required, in an effort to resolve the issue. A representative of the Union and the Office of Transportation may accompany the driver to verify accuracy of the bus route.

**ARTICLE XIX  
Salaries**

**1. Basic Salaries**

The basic salaries of employees covered by this Agreement are set forth in Appendix A which is attached to, and incorporated in this Agreement. These salaries shall remain in effect from July 1 through June 30.

**2. Longevity**

At the beginning of 10, 12, 14, 16, 18, 20, 22, 24, 26, 28, 30, 32, 34, 36, 38, and 40 years of permanent employment with the Board, the employee shall receive longevity salary increments in accordance with the current salary schedule.



### **3. Salary Errors**

In the event of a salary error, neither the Board nor AFSCME may claim salary adjustments for any more than one (1) calendar year from the date on which the error is detected.

When an overpayment occurs, a repayment schedule will be developed with the employee. Unless a separation from employment is anticipated, the employee must be paid at the correct rate of pay for two (2) pay periods before repayment deductions begin. However, at the employee's request, repayment deductions may begin immediately.

## **ARTICLE XX Effect of Agreement**

### **1. Change in Rules and Policies**

All Board functions and responsibilities not expressly modified or restricted by this Agreement are retained and vested exclusively in the Board. The Board retains the right to make or change rules or policies not in conflict with this Agreement or with Title 6, Subtitle 5 of the Annotated Code of Maryland.

### **2. Contrary to Law**

In the event any article, section or portion of this Agreement should be held unlawful by any court of competent jurisdiction, only the specified article, section or portion thereof shall be invalid; all other articles, sections and portions of this Agreement shall remain in full force and effect for the duration of the Agreement. Upon issuance of such a decision, the Board and the Union agree to immediately negotiate a substitute, if possible, for the invalidated article, section or portion thereof.

## **Article XXI Duration of the Agreement**

The provisions of this agreement shall be effective through June 30, 2023, except as indicated in the following.

Effective July 1, 2021, Fiscal Year (FY) 22, all salary schedule step increases, and longevity increments contained in Appendices A-1 and A-2 shall be funded. In addition, there shall be no furloughs or layoffs of bargaining unit employees during FY22.

Effective January 1, 2022, a two per cent (2%) cost of living allowance shall be applied to all salary schedule steps and longevity increments.

Unless the parties mutually agree to the contrary during negotiations, negotiable items will be as follows:

For the FY23 successor agreement, in addition to one (1) Article selected by each respective party, Article VIII – Insurance Benefits and Article XIX – Salaries, shall be open for negotiations.

Implementation of negotiated fiscal provisions each year of this agreement is dependent upon appropriation of the necessary funds by the County Council of Baltimore County.

**FOR THE UNION:**

Tony Cerrato  
Bryan Epps  
John Clark  
Linda Jones  
Jeff Plaine

**Consultants:**  
David Basler  
Kenny Oliver

**FOR THE BOARD:**

George Duque  
Patrick Fannon  
Michael Hodge  
Karen Levenstein  
Charles Patillo  
Paul Taylor

**Consultants:**  
Joelle Bielski  
Jess Grim

**Upon conclusion of the FY21 negotiations and subsequent ratification of the tentative agreements by both parties, this Master Agreement was updated by incorporating all agreed upon changes effective July 1, 2021.**

**FOR THE BOARD:**

George Duque

**FOR AFSCME:**

Anthony Cerrato

**APPENDIX A-1**

**Hourly Base Pay Scale for Non-Exempt Employees, Effective July 1, 2021 – December 31, 2021**

<b>Step</b>	<b>Grade 01 Hourly</b>	<b>Grade 02 Hourly</b>	<b>Grade 03 Hourly</b>	<b>Grade 04 Hourly</b>	<b>Grade 05 Hourly</b>	<b>Grade 06 Hourly</b>	<b>Grade 07 Hourly</b>	<b>Grade 08 Hourly</b>	<b>Grade 09 Hourly</b>	<b>Grade 10 Hourly</b>	<b>Grade 11 Hourly</b>
<b>01</b>	11.75	12.22	13.21	14.28	15.45	16.69	18.06	19.53	21.13	22.84	24.71
<b>02</b>	11.82	12.70	13.75	14.86	16.06	17.35	18.78	20.32	21.99	23.76	25.71
<b>03</b>	12.30	13.20	14.29	15.46	16.70	18.05	19.52	21.14	22.86	24.71	26.72
<b>04</b>	12.80	13.74	14.87	16.07	17.37	18.77	20.31	22.00	23.78	25.71	27.80
<b>05</b>	13.31	14.28	15.47	16.71	18.07	19.51	21.13	22.87	24.73	26.72	28.91
<b>06</b>	13.84	14.86	16.08	17.39	18.79	20.30	21.99	23.79	25.73	27.80	30.07
<b>07</b>	14.39	15.46	16.72	18.08	19.53	21.12	22.86	24.75	26.74	28.91	31.28
<b>31</b>	11.75	12.71	13.74	14.85	16.05	17.36	18.79	20.32	21.98	23.76	25.71
<b>32</b>	12.23	13.21	14.28	15.45	16.69	18.06	19.53	21.14	22.85	24.71	26.72
<b>33</b>	12.71	13.75	14.86	16.06	17.35	18.78	20.32	22.00	23.77	25.71	27.80
<b>34</b>	13.21	14.29	15.46	16.70	18.05	19.52	21.14	22.87	24.72	26.72	28.91
<b>35</b>	13.75	14.87	16.07	17.37	18.77	20.31	22.00	23.79	25.72	27.80	30.07
<b>36</b>	14.29	15.47	16.71	18.07	19.51	21.13	22.87	24.75	26.73	28.91	31.28
<b>37</b>	14.87	16.08	17.39	18.79	20.30	21.99	23.79	25.74	27.81	30.07	32.52
<b>61</b>	12.22	13.21	14.28	15.45	16.69	18.06	19.53	21.13	22.84	24.71	26.72
<b>62</b>	12.70	13.75	14.86	16.06	17.35	18.78	20.32	21.99	23.76	25.71	27.80
<b>63</b>	13.20	14.29	15.46	16.70	18.05	19.52	21.14	22.86	24.71	26.72	28.91
<b>64</b>	13.74	14.87	16.07	17.37	18.77	20.31	22.00	23.78	25.71	27.80	30.07
<b>65</b>	14.28	15.47	16.71	18.07	19.51	21.13	22.87	24.73	26.72	28.91	31.28
<b>66</b>	14.86	16.08	17.39	18.79	20.30	21.99	23.79	25.73	27.80	30.07	32.52
<b>67</b>	15.46	16.72	18.08	19.53	21.12	22.86	24.75	26.74	28.91	31.28	33.84
<b>91</b>	12.71	13.74	14.85	16.05	17.36	18.79	20.32	21.98	23.76	25.71	27.79
<b>92</b>	13.21	14.28	15.45	16.69	18.06	19.53	21.14	22.85	24.71	26.72	28.90
<b>93</b>	13.75	14.86	16.06	17.35	18.78	20.32	22.00	23.77	25.71	27.80	30.06
<b>94</b>	14.29	15.46	16.70	18.05	19.52	21.14	22.87	24.72	26.72	28.91	31.27
<b>95</b>	14.87	16.07	17.37	18.77	20.31	22.00	23.79	25.72	27.80	30.07	32.51
<b>96</b>	15.47	16.71	18.07	19.51	21.13	22.87	24.75	26.73	28.91	31.28	33.81
<b>97</b>	16.08	17.39	18.79	20.30	21.99	23.79	25.74	27.81	30.07	32.52	35.17

APPENDIX A-1 (CONTINUED)

**Hourly Longevity Pay Scale for Non-Exempt Employees**  
Effective July 1, 2021 – December 31, 2021

<b>Step</b>	<b>Hourly</b>
8 years	1.04
10 years	1.41
12 years	1.77
14 years	2.15
16 years	2.53
18 years	2.89
20 years	3.26
22 years	3.64
24 years	4.00
26 years	4.38
28 years	4.75
30 years	5.11
32 years	5.47
34 years	5.86
36 years	6.23
38 years	6.60
40 years	6.98

**Hourly Shift Differentials Pay Scale for Non-Exempt Employees**  
Effective July 1, 2021 – December 31, 2021

<b>Shift</b>	<b>Hourly</b>
1st Shift NCW	0.74
2nd Shift	0.74
2nd Shift NCW	1.05
3rd Shift	1.05
3rd Shift NCW	1.33

NCW = Non-consecutive Work Week

**APPENDIX A-1 (CONTINUED)**

**Hourly Base Pay Scale for Non-Exempt Employees, Effective January 1, 2022 – June 30, 2022**

<b>Step</b>	<b>Grade 01 Hourly</b>	<b>Grade 02 Hourly</b>	<b>Grade 03 Hourly</b>	<b>Grade 04 Hourly</b>	<b>Grade 05 Hourly</b>	<b>Grade 06 Hourly</b>	<b>Grade 07 Hourly</b>	<b>Grade 08 Hourly</b>	<b>Grade 09 Hourly</b>	<b>Grade 10 Hourly</b>	<b>Grade 11 Hourly</b>
<b>01</b>	12.50	12.50	13.47	14.57	15.76	17.02	18.42	19.92	21.55	23.30	25.20
<b>02</b>	12.50	12.95	14.03	15.16	16.38	17.70	19.16	20.73	22.43	24.24	26.22
<b>03</b>	12.55	13.46	14.58	15.77	17.03	18.41	19.91	21.56	23.32	25.20	27.25
<b>04</b>	13.06	14.01	15.17	16.39	17.72	19.15	20.72	22.44	24.26	26.22	28.36
<b>05</b>	13.58	14.57	15.78	17.04	18.43	19.90	21.55	23.33	25.22	27.25	29.49
<b>06</b>	14.12	15.16	16.40	17.74	19.17	20.71	22.43	24.27	26.24	28.36	30.67
<b>07</b>	14.68	15.77	17.05	18.44	19.92	21.54	23.32	25.25	27.27	29.49	31.91
<b>31</b>	12.50	12.96	14.01	15.15	16.37	17.71	19.17	20.73	22.42	24.24	26.22
<b>32</b>	12.50	13.47	14.57	15.76	17.02	18.42	19.92	21.56	23.31	25.20	27.25
<b>33</b>	12.96	14.03	15.16	16.38	17.70	19.16	20.73	22.44	24.25	26.22	28.36
<b>34</b>	13.47	14.58	15.77	17.03	18.41	19.91	21.56	23.33	25.21	27.25	29.49
<b>35</b>	14.03	15.17	16.39	17.72	19.15	20.72	22.44	24.27	26.23	28.36	30.67
<b>36</b>	14.58	15.78	17.04	18.43	19.90	21.55	23.33	25.25	27.26	29.49	31.91
<b>37</b>	15.17	16.40	17.74	19.17	20.71	22.43	24.27	26.25	28.37	30.67	33.17
<b>61</b>	12.50	13.47	14.57	15.76	17.02	18.42	19.92	21.55	23.30	25.20	27.25
<b>62</b>	12.95	14.03	15.16	16.38	17.70	19.16	20.73	22.43	24.24	26.22	28.36
<b>63</b>	13.46	14.58	15.77	17.03	18.41	19.91	21.56	23.32	25.20	27.25	29.49
<b>64</b>	14.01	15.17	16.39	17.72	19.15	20.72	22.44	24.26	26.22	28.36	30.67
<b>65</b>	14.57	15.78	17.04	18.43	19.90	21.55	23.33	25.22	27.25	29.49	31.91
<b>66</b>	15.16	16.40	17.74	19.17	20.71	22.43	24.27	26.24	28.36	30.67	33.17
<b>67</b>	15.77	17.05	18.44	19.92	21.54	23.32	25.25	27.27	29.49	31.91	34.52
<b>91</b>	12.96	14.01	15.15	16.37	17.71	19.17	20.73	22.42	24.24	26.22	28.35
<b>92</b>	13.47	14.57	15.76	17.02	18.42	19.92	21.56	23.31	25.20	27.25	29.48
<b>93</b>	14.03	15.16	16.38	17.70	19.16	20.73	22.44	24.25	26.22	28.36	30.66
<b>94</b>	14.58	15.77	17.03	18.41	19.91	21.56	23.33	25.21	27.25	29.49	31.90
<b>95</b>	15.17	16.39	17.72	19.15	20.72	22.44	24.27	26.23	28.36	30.67	33.16
<b>96</b>	15.78	17.04	18.43	19.90	21.55	23.33	25.25	27.26	29.49	31.91	34.49
<b>97</b>	16.40	17.74	19.17	20.71	22.43	24.27	26.25	28.37	30.67	33.17	35.87

**APPENDIX A-1 (CONTINUED)**

**Hourly Longevity Pay Scale for Non-Exempt Employees**  
**Effective January 1, 2022 – June 30, 2022**

<b>Step</b>	<b>Hourly</b>
8 years	1.06
10 years	1.44
12 years	1.81
14 years	2.19
16 years	2.58
18 years	2.95
20 years	3.33
22 years	3.71
24 years	4.08
26 years	4.47
28 years	4.85
30 years	5.21
32 years	5.58
34 years	5.98
36 years	6.35
38 years	6.73
40 years	7.12

**Hourly Shift Differentials Pay Scale for Non-Exempt Employees**  
**Effective January 1, 2022 – June 30, 2022**

<b>Shift</b>	<b>Hourly</b>
1st Shift NCW	0.75
2nd Shift	0.75
2nd Shift NCW	1.07
3rd Shift	1.07
3rd Shift NCW	1.36

NCW = Non-consecutive Work We

**APPENDIX A-2**

**Hourly Salary Scale for Food and Nutrition Services Non-Exempt Employees  
(Cafeteria Worker, Person-in-Charge, Lead Production Worker, Management Trainee, Assistant Manager,  
Acting Manager)  
Effective July 1, 2021 – December 31, 2021**

Step	Grade 02	Grade 03	Grade 04	Grade 05	Grade 06
01	11.75	12.83	13.90	14.55	16.75
02	11.75	13.47	14.55	15.30	17.60
03	12.16	14.10	15.27	16.05	18.46
04	12.68	14.76	15.97	16.76	19.28
05	13.18	15.39	16.65	17.48	20.11
06	13.67	16.03	17.37	18.22	20.96
07	14.14	16.65	18.06	18.97	21.82
08	14.65	17.31	18.74	19.68	22.64
09	15.15	17.93	19.44	20.42	23.47
10	15.64	18.59	20.15	21.14	24.31
31	11.75	13.47	14.55	15.30	17.60
32	12.16	14.10	15.27	16.05	18.46
33	12.68	14.76	15.97	16.76	19.28
34	13.18	15.39	16.65	17.48	20.11
35	13.67	16.03	17.37	18.22	20.96
36	14.14	16.65	18.06	18.97	21.82
37	14.65	17.31	18.74	19.68	22.64
38	15.15	17.93	19.44	20.42	23.47
39	15.64	18.59	20.15	21.14	24.31
40	16.16	19.22	20.85	21.88	25.15
61	12.16	14.10	15.27	16.05	18.46
62	12.68	14.76	15.97	16.76	19.28
63	13.18	15.39	16.65	17.48	20.11
64	13.67	16.03	17.37	18.22	20.96
65	14.14	16.65	18.06	18.97	21.82
66	14.65	17.31	18.74	19.68	22.64
67	15.15	17.93	19.44	20.42	23.47
68	15.64	18.59	20.15	21.14	24.31
69	16.16	19.22	20.85	21.88	25.15
70	16.64	19.86	21.53	22.60	25.98

Step	Hourly Longevity Rate
15 years	0.59
20 years	1.18
25 years	1.79
30 years	2.37
35 years	2.96
40 years	3.56
45 years	4.17

**APPENDIX A-2 (CONTINUED)**

**Hourly Salary Scale for Food and Nutrition Services Non-Exempt Employees  
(Cafeteria Worker, Person-in-Charge, Lead Production Worker, Management Trainee, Assistant  
Manager, Acting Manager)  
Effective January 1, 2022 – June 30, 2022**

<b>Step</b>	<b>Grade 02</b>	<b>Grade 03</b>	<b>Grade 04</b>	<b>Grade 05</b>	<b>Grade 06</b>
<b>01</b>	12.50	13.09	14.18	14.84	17.09
<b>02</b>	12.50	13.74	14.84	15.61	17.95
<b>03</b>	12.50	14.38	15.58	16.37	18.83
<b>04</b>	12.93	15.06	16.29	17.10	19.67
<b>05</b>	13.44	15.70	16.98	17.83	20.51
<b>06</b>	13.94	16.35	17.72	18.58	21.38
<b>07</b>	14.42	16.98	18.42	19.35	22.26
<b>08</b>	14.94	17.66	19.11	20.07	23.09
<b>09</b>	15.45	18.29	19.83	20.83	23.94
<b>10</b>	15.95	18.96	20.55	21.56	24.80
<b>31</b>	12.50	13.74	14.84	15.61	17.95
<b>32</b>	12.50	14.38	15.58	16.37	18.83
<b>33</b>	12.93	15.06	16.29	17.10	19.67
<b>34</b>	13.44	15.70	16.98	17.83	20.51
<b>35</b>	13.94	16.35	17.72	18.58	21.38
<b>36</b>	14.42	16.98	18.42	19.35	22.26
<b>37</b>	14.94	17.66	19.11	20.07	23.09
<b>38</b>	15.45	18.29	19.83	20.83	23.94
<b>39</b>	15.95	18.96	20.55	21.56	24.80
<b>40</b>	16.48	19.60	21.27	22.32	25.65
<b>61</b>	12.50	14.38	15.58	16.37	18.83
<b>62</b>	12.93	15.06	16.29	17.10	19.67
<b>63</b>	13.44	15.70	16.98	17.83	20.51
<b>64</b>	13.94	16.35	17.72	18.58	21.38
<b>65</b>	14.42	16.98	18.42	19.35	22.26
<b>66</b>	14.94	17.66	19.11	20.07	23.09
<b>67</b>	15.45	18.29	19.83	20.83	23.94
<b>68</b>	15.95	18.96	20.55	21.56	24.80
<b>69</b>	16.48	19.60	21.27	22.32	25.65
<b>70</b>	16.97	20.26	21.96	23.05	26.50

<b>Step</b>	<b>Hourly Longevity Rate</b>
<b>15 years</b>	0.60
<b>20 years</b>	1.20
<b>25 years</b>	1.83
<b>30 years</b>	2.42
<b>35 years</b>	3.02
<b>40 years</b>	3.63
<b>45 years</b>	4.25



**APPENDIX B**

**Medical, Dental, & Vision Deductions for Full-Time Employees**

**Effective 1/1/2021 - 12/31/2021**

<b>MEDICAL INSURANCE **</b>	<b>Total Premium or Equivalent</b>	<b>Board Annual Share</b>	<b>Your Annual Share</b>	<b>Your Bi-Weekly Deduction *</b>
<b><i>CIGNA OAPIN (In Network)</i></b>				
Individual	\$ 8,934.24	\$ 7,594.10	\$ 1,340.14	\$ 67.01
Parent/Child	17,701.56	15,046.33	2,655.23	132.76
Two Adults	21,320.64	18,122.54	3,198.10	159.90
Family	24,038.52	20,432.74	3,605.78	180.29
<b><i>CIGNA OAP (In/Out Network)</i></b>				
Individual	\$ 10,141.20	\$ 7,605.90	\$ 2,535.30	\$ 126.77
Parent/Child	20,092.32	15,069.24	5,023.08	251.15
Two Adults	24,200.28	18,150.21	6,050.07	302.50
Family	27,284.88	20,463.66	6,821.22	341.06
<b><i>Kaiser Permanente HMO</i></b>				
Individual	\$ 9,552.36	\$ 8,119.51	\$ 1,432.85	\$ 71.64
Parent/Child(ren)	18,925.20	16,086.42	2,838.78	141.94
Two Adults	22,794.96	19,375.72	3,419.24	170.96
Family	25,700.76	21,845.65	3,855.11	192.76
<b>DENTAL INSURANCE **</b>	<b>Total Premium or Equivalent</b>	<b>Board Annual Share</b>	<b>Your Annual Share</b>	<b>Your Bi-Weekly Deduction *</b>
<b><i>CareFirst Regional Dental PPO</i></b>				
Individual	\$ 333.60	\$ 216.84	\$ 116.76	\$ 5.84
Parent/Child or Two Adults	722.88	469.87	253.01	12.65
Family	1,095.96	712.37	383.59	19.18
<b><i>CareFirst Regional Dental Traditional</i></b>				
Individual	\$ 379.56	\$ 216.84	\$ 162.72	\$ 8.14
Parent/Child or Two Adults	795.96	469.87	326.09	16.30
Family	1,337.04	712.37	624.67	31.23
<b><i>CIGNA Dental DHMO</i></b>				
Individual	\$ 558.84	\$ 216.84	\$ 342.00	\$ 17.10
Parent/Child(ren) or Two Adults	1,071.36	469.87	601.49	30.07
Family	1,610.52	712.37	898.15	44.91
<b>VISION INSURANCE</b>	<b>Total Premium or Equivalent</b>	<b>Board Annual Share</b>	<b>Your Annual Share</b>	<b>Your Bi-Weekly Deduction *</b>
<b><i>CareFirst Davis Vision</i></b>				
Individual (Free if FTE is .5 or greater)	\$ 24.48	\$ 24.48	\$ -	\$ -
Family (includes Parent/Child and Two Adults)	93.84	24.48	69.36	3.47

\*All employee benefits deductions are based upon 20 pay periods

\*\*Domestic Partner benefits may be subject to imputed income

APPENDIX C

Baltimore County Public Schools and  
Council 67/Local 434 of the American Federation of State, County and  
Municipal Employees  
GRIEVANCE REPORT FORM

Official Use Only

(For clear copies, please type or use ball point pen)

Grievance No.

Level I filed with \_\_\_\_\_

Level Processed (circle one)

Date Grievance Occurred \_\_\_\_\_

Informal (I) II III IV

Date Grievance Filed \_\_\_\_\_

Name of Grievant \_\_\_\_\_

School or Office \_\_\_\_\_

Home Address \_\_\_\_\_

Zip Code

Home Phone \_\_\_\_\_

**WHAT IS YOUR COMPLAINT? (State name and position of individual making the decision)**

*(Attach additional sheets, if needed. Indicate Article and Section of Master Agreement deemed to be violated.)*

**WHAT DO YOU THINK SHOULD BE DONE?**

**Signed**

---

Send copies to: Community Superintendent (or appropriate administrator), Office Head (or appropriate administrator), AFSCME, Retain one copy

**APPENDIX D**

<b>School Year</b> <b>2021/2022</b>
--

**TRANSFER REQUEST**  
**Bus Driver/Attendant**

**Area:** \_\_\_\_\_  
**Name:** \_\_\_\_\_  
**Social Security Number:** \_\_\_\_\_

**I am currently a:**

Driver	<i>ATTENDANT</i>
--------	------------------

**Instructions:**

1. Complete this form if you are requesting a transfer from your present assignment.
2. If you request a transfer on this form and later decide to alter your request, you should indicate this by submitting a new Transfer Request form.
3. Transfer forms will be maintained in the Office of Transportation for the duration of the current school year.
4. Requests for transfer must be re-submitted, on this form, each June for the following school year.

**Please check as applicable below:**

<b>Full-Time (40 Hours Per Week)</b>	<b>Part-Time (25 Hours Per Week)</b>
<b>Regular Route</b>	<b>Special Needs</b> (if you select special, please complete below)
	<input type="checkbox"/> Alternative
	<input type="checkbox"/> Emotionally Handicapped
	<input type="checkbox"/> ESOL
	<input type="checkbox"/> Non-Public Programs
	<input type="checkbox"/> Physically Handicapped
	<input type="checkbox"/> Special Classes in Public Schools
<b>Location:</b>	
<b>Southwest</b>	
<input type="checkbox"/> Arbutus	<input type="checkbox"/> Inwood
<b>Northwest</b>	
<input type="checkbox"/> Windsor Mill	<input type="checkbox"/> Wabash
<b>Northeast</b>	
<input type="checkbox"/> Kenwood	<input type="checkbox"/> Rosedale
<b>Southeast</b>	
<input type="checkbox"/> North Point	<input type="checkbox"/> Hopkins Creek
<b>Central</b>	
<input type="checkbox"/> Cockeyville	<input type="checkbox"/> Providence
<input type="checkbox"/> Parkton	
<b>Comments:</b>	

\_\_\_\_\_  
*Employee's Signature* \_\_\_\_\_  
*Date*

<b>Office of Transportation Use Only</b> Adjusted Hire Date _____
--

**RETURN TO THE OFFICE OF TRANSPORTATION**



**BALTIMORE COUNTY PUBLIC SCHOOLS**

**DEPARTMENT OF FACILITIES MANAGEMENT  
AND STRATEGIC PLANNING**

**TRANSFER REQUEST FORM**

**2021-2022 School Year**

**INSTRUCTIONS**

1. Complete this form ONLY if you are requesting a transfer.
2. Submit to the Department of Facilities Management and Strategic Planning, 9610 Pulaski Park Drive, Suite 204, by **June 30, 2021**. After July 1, transfer requests are final and will be considered in accordance with the data provided, applicable policy, and available vacancies.

LAST NAME	FIRST NAME	M.I.

CURRENT LOCATION	CURRENT POSITION	SHIFT

**CONTACT INFORMATION AND DATE OF HIRE**

STREET ADDRESS	CITY	STATE	ZIP CODE
( )			
Area Code	Telephone Number	Date of Hire as a Regular Employee (do not include substitute time)	

**REQUEST FOR TRANSFER**

**A. Building Services Employees:**

Please list up to five (5) locations for which you would like to be considered for a transfer. Locations are listed on the back of this form.

School or Location	Shift	Full Time or Part Time

**B. Grounds Services Employees:**

Please list up to five (5) grounds crews for which you would like to be considered for a transfer. Locations are listed on the back of this form.

Grounds Crew	Location Code

Transfers may be delayed based on staffing shortages.

**C. All other Services**

Please check the area(s) in which you would like to be considered for a transfer. Locations are listed on the back of this form.

SW     NW     CN     NE     SE

Please submit to the Department of Facilities Management and Strategic Planning - Operations, 9610 Pulaski Park Drive, Suite 204, by **June 30, 2021**. After that date, the transfer requests are final and will be considered in accordance with the data provided, applicable policy, and available vacancies.

Employee Signature	Date
--------------------	------

After June 30, 2021 \_\_\_\_\_<sup>52</sup> (Supervisor/Field Rep) Date \_\_\_\_\_

**Transfers are only considered if the employee appraisal is satisfactory or above.**

**APPENDIX E**  
**AFSCME Bargaining Unit Represented Classes**  
**(For information only – These classes are not negotiable)**

<b>Grade 1</b>	ATTENDANT - BUS	<b>Grade 7</b>	BLDG OPERATIONS SUPVR III
			CALL CENTER OPERATOR
<b>Grade 2</b>	BUILDING SERVICE FLOOR CARE WORKER		ELECTRICIAN I
	BUILDING SERVICE WORKER		ELECTRONICS TECHNICIAN I
	GROUNDS WORKER I, OPERATIONS		EQUIP REPAIR TECHNICIAN II
	GROUNDS WORKER I, MAINTENANCE		FOREMAN, GROUNDS-CONSTRUCT
			FOREMAN, GROUNDS-LINE PNT
<b>Grade 3</b>	MATERIAL HANDLER I		FOREMAN, GROUNDS-OPERATNS
	PLUMBER I		FOREMAN, GROUNDS-UTILITY
			GLAZIER I
<b>Grade 4</b>	DRIVER I		LEAD DRIVER, TRACTOR TRAILER
	FLOOR CARE LEADER		LEAD BUILDING SECURITY MONITOR
	GROUNDS WORKER II, MAINTENANCE		MAINTENANCE CUSTOMER SERV R
	GROUNDS WORKER II, OPERATIONS		MAINTENANCE WKR II
	MATERIAL HANDLER II		MAINTENANCE WKR II-MASON
			MECHANIC II, HVACR
			MECHANIC II-FLOOR & CEILING
<b>Grade 5</b>	AUTOMOTIVE SERVICE WORKER		MECHANIC II-HEAT & VENT
	ASST BUILDING OPERATIONS SUPERVISOR		MECHANIC II-ROOFER
	BUILDING OPERATIONS SUPERVISOR I		MECHANIC, AUTO BODY & PAINT
	BUILDING SECURITY MONITOR		MECHANIC, METALWORK
	DRIVER II		MECHANIC-GLASS & UPHOLSTR
	EQUIP REPAIR TECHNICIAN I		MECHANIC, AUTOMOTIVE
	GROUNDS WORKER III - CONCRETE		PAINTER, LEAD
	GROUNDS WORKER III - FENCE		PLUMBER III
	GROUNDS WORKER III, OPERATIONS		SECURITY ASSISTANT
	GROUNDS WORKER III-CONSTRUCTION		SECURITY SYSTEM TECHNICIAN
	MECHANIC I, HVACR		
	MECHANIC I-FLOOR & CEILING	<b>Grade 8</b>	BLDG AUTOMATION SYS TECHN
	MECHANIC I-GROUNDS EQUIP		BLDG OPERATIONS SUPVR IV
	MECHANIC I-HEAT & VENT		CADD TECHNICIAN
	MECHANIC I - ROOFER		FIRE ALARM TECHNICIAN II
	PLUMBER II		FLEET MAINTENANCE TECHNICIA
	VENDING ASSISTANT		FOREMAN, GROUNDS-CONCRETE
			FOREMAN, GROUNDS-FENCE
<b>Grade 6</b>	BUILDING OPERATIONS SUPERVISOR II		GROUNDS CREW LEADER-TRAINER
	DRIVER-TRACTOR TRAILER		INSTRUCTOR-CUSTODIAL TRNG
	FIRE ALARM TECHNICIAN I		MECHANIC II-GROUNDS EQUIP
	FIRE EXTINGUISHER TECHNICIAN		MECHANIC, WELDER-FITTER
	MATERIAL HANDLER III		SR. EQUIPMENT MECHANIC
	PAINTER		
	ROUTING ASSISTANT, TRANSPORTATION		
	STOCK KEEPER		

<b>Grade 09</b>	ASST PROJECT MANAGER	<b>Grade 10</b>	FLEET MAINTENANCE TECHNICIAN
	BLDG OPERATIONS SUPVR V		SR. ENVIRONMENTAL TECHNICIAN
	DISPATCHER-BUS		INTRGRATED PEST MNGMT REP
	DRIVER, TRAINER-BUS		LEAD MECHANIC, AUTO BODY&PA
	ELECTRICIAN II		SR. TRAINER, TRANSPORTATION
	ELECTRONICS TECHNICIAN II		
	FACILITIES-INSPECTOR I	<b>Grade 11</b>	FACILITIES-INSPECTOR II
	FOOD SERVICE EQUIPMENT TECH		SECURITY SYSTEMS TECHNICIAN
	LEAD BLDG AUTOMATION SYS TE		SECURITY, VIDEO/ACCESS CNTRL TECH
	MECHANIC III, HVACR		
	PLUMBER IV		
	PREVENTIVE MAINT TECHNICIAN		

**APPENDIX F**

**RETIREMENT HEALTH PLAN ALLOWANCE FOR BCPS EMPLOYEES HIRED  
ON OR AFTER JANUARY 1, 2011**

**Original Base Amounts**

**PRE-MEDICARE RETIREES**

**MEDICARE RETIREES**

Base Allowance per Years of Service

\$150.00                      \$225.00

Base Allowance per Years or Service

\$100.00                      \$150.00

<b>Yrs. Of Service</b>	<b>Retiree</b>	<b>Retiree &amp; Dependent</b>	<b>Retiree</b>	<b>Retiree &amp; Dependent</b>
10	\$1,500.00	\$2,250.00	\$1,000.00	\$1,500.00
11	\$1,650.00	\$2,475.00	\$1,100.00	\$1,650.00
12	\$1,800.00	\$2,700.00	\$1,200.00	\$1,800.00
13	\$1,950.00	\$2,925.00	\$1,300.00	\$1,950.00
14	\$2,100.00	\$3,150.00	\$1,400.00	\$2,100.00
15	\$2,250.00	\$3,375.00	\$1,500.00	\$2,250.00
16	\$2,400.00	\$3,600.00	\$1,600.00	\$2,400.00
17	\$2,550.00	\$3,825.00	\$1,700.00	\$2,550.00
18	\$2,700.00	\$4,050.00	\$1,800.00	\$2,700.00
19	\$2,850.00	\$4,275.00	\$1,900.00	\$2,850.00
20	\$3,000.00	\$4,500.00	\$2,000.00	\$3,000.00
21	\$3,150.00	\$4,725.00	\$2,100.00	\$3,150.00
22	\$3,300.00	\$4,950.00	\$2,200.00	\$3,300.00
23	\$3,450.00	\$5,175.00	\$2,300.00	\$3,450.00
24	\$3,600.00	\$5,400.00	\$2,400.00	\$3,600.00
25	\$3,750.00	\$5,625.00	\$2,500.00	\$3,750.00
26	\$3,900.00	\$5,850.00	\$2,600.00	\$3,900.00
27	\$4,050.00	\$6,075.00	\$2,700.00	\$4,050.00
28	\$4,200.00	\$6,300.00	\$2,800.00	\$4,200.00
29	\$4,350.00	\$6,525.00	\$2,900.00	\$4,350.00
30	\$4,500.00	\$6,750.00	\$3,000.00	\$4,500.00
31	\$4,650.00	\$6,975.00	\$3,100.00	\$4,650.00
32	\$4,800.00	\$7,200.00	\$3,200.00	\$4,800.00
33	\$4,950.00	\$7,425.00	\$3,300.00	\$4,950.00
34	\$5,100.00	\$7,650.00	\$3,400.00	\$5,100.00
35	\$5,250.00	\$7,875.00	\$3,500.00	\$5,250.00

**Beginning in FY 09, flat dollar amounts will be adjusted by the lesser of the growth in the  
US Consumer Price Index (CPI) in the prior year or 4%.**

<b>FY 2009 Adjustment (Calendar Year 2007 CPI)</b>	<b>2.85%</b>
<b>FY 2010 Adjustment (Calendar Year 2008 CPI)</b>	<b>3.84%</b>
<b>FY 2011 Adjustment (Calendar Year 2009 CPI)</b>	<b>- 0.36%</b>
<b>FY 2012 Adjustment (Calendar Year 2010 CPI)</b>	<b>1.64%</b>
<b>FY 2013 Adjustment (Calendar Year 2011 CPI)</b>	<b>3.16%</b>
<b>FY 2014 Adjustment (Calendar Year 2012 CPI)</b>	<b>1.47%</b>
<b>FY 2015 Adjustment (Calendar Year 2013 CPI)</b>	<b>1.47%</b>
<b>FY 2016 Adjustment (Calendar Year 2014 CPI)</b>	<b>1.62%</b>
<b>FY 2017 Adjustment (Calendar Year 2015 CPI)</b>	<b>0.12%</b>
<b>FY 2018 Adjustment (Calendar Year 2016 CPI)</b>	<b>1.26%</b>
<b>FY 2019 Adjustment (Calendar Year 2017 CPI)</b>	<b>2.17%</b>
<b>FY 2020 Adjustment (Calendar Year 2018 CPI)</b>	<b>1.90%</b>
<b>FY 2021 Adjustment (Calendar Year 2019 CPI)</b>	<b>2.29%</b>
<b>FY 2022 Adjustment (Calendar Year 2020 CPI)</b>	<b>1.4%</b>

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**FOR THE BOARD OF EDUCATION OF BALTIMORE COUNTY:**

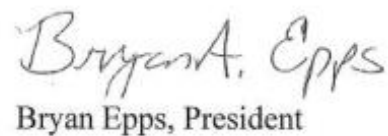


Makeda Scott, Board Chair



Darryl L. Williams, Superintendent

**FOR THE AMERICAN FEDERATION OF STATE, COUNTY, AND MUNICIPAL EMPLOYEES,  
AFL-CIO:**



Bryan Epps, President