## Master Agreement

## Building the Future



Between the
Board of Education of Carroll County and the

Local 2741/Council 3
American Federation of State,
County and Municipal Employees AFL-CIO

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\text { July } 2023 \text { ~ June } 2026
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This Agreement entered into this 1st day of July, 2023, by and between the Board of Education of Carroll County, herein called the "Board" and Local 2741/Council 3, American Federation of State, County, and Municipal Employees, herein called the "Association."

## PREAMBLE

This Agreement 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.

## ARTICLE I - RECOGNITION

## SECTION 1

The Board recognizes the Union as the sole and exclusive bargaining agent for the purpose of negotiating salaries, wages, hours, and other conditions of employment for all regular full time and part time employees who work a minimum of twenty (20) hours per week in Plant Maintenance and Plant Operations, excluding the Plant Operations Supervisor, the Plant Maintenance Supervisor, all management personnel, professionals, and clerical employees.

The Board shall furnish the Union with a list of names and addresses of employees by schools or other locations upon request.

## SECTION 2 - SHOP STEWARDS

The Board shall recognize local shop stewards as authorized representatives of the Union at work areas designated in writing by the Union to the Superintendent within 30 days after the execution of this agreement. The Union will notify the Superintendent of any changes in stewards as they occur.

## ARTICLE II - DUES DEDUCTION

## SECTION 1

The Board agrees to deduct Union membership dues, PEOPLE deductions, Union authorized supplemental insurance, or other Union authorized deductions, from the paychecks of unit members who individually request in writing that such deductions be made. 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 each month after such deductions are made. Membership lists and bargaining unit lists shall be remitted monthly via email to AFSCME Council 3 in Excel format. Payroll deductions of dues is continuing and cancellations of individual dues deductions can be effected only by written notice to the Union via certified mail, postmarked between June 15 and June 30 of the last year of this agreement. To be completed for submission to the Board on or before July 30.

The mailing address is:
President
AFSCME Council 3
1410 Bush Street, Suite A
Baltimore, MD 21230
The Board will provide the Union with a listing of names, addresses, and rates of pay for bargaining unit employees by October 1st of each year. Upon request, the Board will furnish a list of all changes on a monthly basis.

In addition to the above mentioned list, the Board will provide all information required by Maryland Code, Education Article 6-407.

## SECTION 2 - NEW EMPLOYEE ACCESS

AFSCME representative will be given thirty (30) minutes to meet with new employees at their facilities operations training. This time will be scheduled during regular work hours and will not replace any lunch break or other designated leave. The Board will provide notice to the AFSCME president when a new employee starts so that these meetings may be scheduled.

For employees who do not have facilities operations training, AFSCME will make other arrangements to meet with employees during their first thirty (30) days of employment.

The Board will provide notice to the AFSCME president when a new employee starts, so that this time may be scheduled.

## ARTICLE III - HOURS OF WORK

## SECTION 1 - REGULAR HOURS

The regular hours of work each day shall be consecutive except that they may be interrupted by a lunch period.

## SECTION 2 - WORK WEEK

The work week shall consist of five (5) consecutive eight (8) hour days, Monday to Friday inclusive.

## SECTION 3 - WORK DAY

Eight (8) consecutive hours of work within the twenty-four (24) hour period beginning at midnight shall constitute the regular workday.

## SECTION 4 - WORK SHIFT

Eight (8) consecutive hours of work not including the lunch period shall constitute a work shift. All employees shall be scheduled to work in a regular work shift, and each work shift shall have a regular starting and quitting time.

## SECTION 5 - WORK SCHEDULE

Work schedules showing the employee's shift, work days, and hours shall be posted on all department bulletin boards at all times.

For non-emergency changes in an employee's work schedule, such changes shall be made pursuant to the following procedures:

1. When possible, the employee shall be given fourteen (14) calendar days of notice of such a change.
2. The Union shall be notified of such change.
3. The employee and the Union shall be notified of the expected duration of the new or temporary assignment.
4. When a change in work schedule is needed, it will be done on a voluntary basis. If there are multiple volunteers, it shall be done at the discretion of the work location administrator without regard to seniority, as long as the employee chosen meets the minimum qualifications of the position. If there are no volunteers the least senior employee qualified to perform the function shall be assigned the schedule on an involuntary basis.

Employees called in prior to their regularly scheduled work day shall be allowed to work their entire regular shift in addition to the hours prior to the start of their regular shift.

## SECTION 6 - DUTY YEAR

The duty year shall be based on the approved school calendar minus the holidays as allowed in Article V - Holidays.

## ARTICLE IV - MEAL PERIOD/BREAK

All employees shall be granted a lunch period during each work shift. Except in cases of emergency, lunch periods shall be duty free. Whenever possible, the lunch period shall be scheduled at the middle of each shift. If it is necessary to recall/reassign a person during lunch, the person will be provided another thirty (30) minute duty free lunchtime within that duty day.

In the event that an employee is required to work two hours beyond his/her work shift, the employee shall receive $\$ 15.00$ as a meal allowance.

Employees shall be granted a paid fifteen (15) minute rest break during the first half of each shift and a paid fifteen (15) minute rest break during the second half of each shift, provided the rest breaks are not taken during the first hour nor the last hour of the regular work day, nor contiguous with the lunch period. If it is necessary due to the needs of the system to recall/reassign a person during a rest break, the person will be provided a rest break at another time within that duty day, when feasible.

Employees who normally work four (4) or more hours but less than eight (8) hours are entitled to one (1) rest break not to exceed fifteen (15) minutes. The rest break period should be rescheduled as close to the middle of the four (4) hour work period as possible.

## ARTICLE V - HOLIDAYS

## SECTION 1 - HOLIDAYS RECOGNIZED AND OBSERVED

Employees shall receive their regular pay for the holidays listed below:

| January 1 | Labor Day |
| :--- | :--- |
| Martin Luther King, Jr. | Primary Election Day |
| Friday before Easter | General Election Day |
| Monday after Easter | Thanksgiving Day |
| Memorial Day | The day after Thanksgiving |
| July 4th | Christmas Day |

If the Superintendent's employee work calendar includes the Presidents' Day holiday as a nonduty day for twelve month employees, employees will receive President's Day as a paid holiday.

Eligible employees shall receive one day's pay for each of the holidays listed above on which they perform no work. Whenever any of the holidays listed above shall fall on Saturday, the preceding Friday shall be observed as the holiday. Whenever any of the holidays listed above fall on Sunday, the succeeding Monday shall be observed as the holiday.

In addition to the above holidays, all duty days between the day before Christmas day and the state-mandated holiday for January 1, when schools and offices are also closed, shall be nonwork days for employees. If an employee works on any of the above non-work days, he/she shall be paid at their regular rate, plus time and one-half for all hours worked. These days do not apply to Sections 2 or 3 of this Article.

If it becomes necessary for an employee to work seven (7) consecutive days in one work week (Monday-Sunday), the employee will be paid double time for the $7^{\text {th }}$ day worked.

Assignment of work on non-work days shall conform with Article 12.3: Overtime - Distribution.
Overtime work shall be voluntary whenever possible and should be distributed equally to employees working within the same job classification and work location. Should no one volunteer to work, then the least senior employee qualified to perform the function shall be assigned the work on an involuntary basis. Should this situation appear again, then the next least senior employee shall be assigned the work. This means of involuntary overtime assignment shall continue, with equitable distribution to protect the mutual interests of the parties.

## SECTION 2 - HOLIDAY WORK

If an employee works on any of the holidays listed above, he/she shall be paid the following premium rates in addition to his/her holiday pay:

For the first eight hours: Time and one-half for all hours worked.
For each additional hour: Double time and one-half for all hours worked on the holiday.

## SECTION 3 - HOLIDAY HOURS FOR OVERTIME PURPOSES

For the purpose of computing overtime, all holiday hours (worked or unworked) for which employees are compensated shall be regarded as hours worked.

## SECTION 4 - PERSONAL LEAVE DAYS

All employees shall be granted three (3) personal leave days. Employees shall notify their Supervisor at least 24 hours in advance.

All persons will be allowed to carry over one Personal Business day into the next year for a total of four (4). No more than three (3) consecutive days shall be allowed to be taken off at one time.

## ARTICLE VI - SENIORITY, EMPLOYEE ASSIGNMENT \& EMPLOYEE EVALUATION PROCEDURES

## SECTION 1 - SENIORITY

## DEFINITION

Seniority means an employee's length of continuous service with the Board since the employee's last date of hire.

## SENIORITY LISTS

Seniority information showing the continuous service of each employee shall be available to the local Union upon request to the Director of Human Resources. An employee's continuous service record shall be broken by voluntary resignation, discharge for just cause, and retirement.

## SECTION 2 - PROBATION PERIOD

During the first ninety (90) days of employment, employees shall be considered probationary employees. The employee's probationary period shall be extended by forty-five (45) days if an employee is absent due to illness or other cause, or for other reason as determined by the appropriate supervisor. New employees shall be added to the seniority list after the completion of their probationary period.

## SECTION 3 - TRIAL PERIOD

Whenever an employee is promoted to a higher paying job, he/she shall be placed on a trial period of forty-five (45) days. Should his/her performance be unsatisfactory during this period, he/she shall be notified in writing and be returned to a position within his/her former salary or wage category as soon as a vacancy occurs.

## SECTION 4 - PROMOTIONS/TRANSFERS

The term promotion, as used in this provision, means the advancement of an employee to a higher paying classification.

The Employer shall fill the openings by promoting/transferring from among the qualified applicants the employee with the longest continuous service provided all other factors are equal. In a circumstance where all factors considered for a promotional/transfer opportunity are equal between a present employee and an outside applicant, the first preference will be given to the present employee. Seniority, posted and recorded job qualifications, work performance evaluations as well as experience are factors which may be considered for promotions/transfers.

## SECTION 5 - POSTING VACANCIES

All job openings (Plant Maintenance and Plant Operations) and all new job classifications shall be posted at each work location throughout the school system. Position vacancies shall remain open for a minimum of ten (10) duty days.

## SECTION 6 - TRANSFERS

## Voluntary Transfers

Employees desiring to transfer to other jobs shall submit a transfer request form to the Director of Human Resources. The applicant shall state the reason for the requested transfer.

If an employee's request for voluntary transfer has been granted, the Board shall be under no obligation to consider a subsequent request for transfer by said employee for one (1) year from the effective date of transfer.

## Involuntary Transfers

If it becomes necessary for the Board to transfer employees to other jobs for the benefit of the school system, the selection of employees for transfer shall be made by the Board provided that in making such selection the Board shall give weight to length of service, ability to do the job and other criteria related to qualifications.

Should the Board require an involuntary transfer for other reasons, then it shall be affected without consideration for the above criteria.

## Transfers Within Cost Center

In cases where there is a lateral transfer within a cost center, the cost center administrator may transfer an existing employee within that cost center without advertising the position. No employee on probation or on temporary status shall be eligible. This applies to plant operation employees only. Employees desiring a transfer within the cost center shall notify in writing the cost center administrator of their desire to transfer.

## SECTION 7 - INTERVIEW

Unit personnel shall be granted an interview provided that:

1. The applicant meets all of the posted qualifications,
2. The applicant has had a satisfactory performance rating on the most recent performance evaluation, and
3. The applicant has not been subject to any formal disciplinary action in the preceding twenty-four (24) month period.

## SECTION 8 - REDUCTION IN FORCE/LAYOFF

In the event it becomes necessary to lay off employees for any reason, employees shall be laid off departmentally in the inverse order of their seniority within each department. For the purpose of this section maintenance and operations shall be assumed to be one department.

A more senior employee may displace a less senior employee, provided they are qualified for the position.

## SECTION 9 - RECALL

Employees laid off pursuant to the previous section shall be placed on a recall list for their custodial or maintenance assignment for a period of two (2) years. No new employees shall be hired into a custodial, maintenance or transportation position vacated by a layoff until all employees on layoff in that job category with recall rights desiring to return to work have been recalled.

## SECTION 10 - EMPLOYEE EVALUATION PROCEDURE

All employees shall be formally evaluated at least once during their first year of employment and at least once every other year thereafter.
a. All monitoring of the performance of an employee resulting in his/her formal evaluation shall be conducted openly and with full knowledge of the employee.
b. A corrective action plan shall be developed between the employee and the supervisor when performance is rated less than satisfactory. A copy of the plan shall be provided to the employee.
c. Evaluations will be completed electronically in the Staff Evaluations application in the CCPS Web Portal. Employees will have electronic access to all of their evaluations no later than January 1, 2020. Employees will be required to electronically "Accept" the evaluation documents. Acceptance of the document does not necessarily indicate agreement. Employee comments can be added to the document and will become part of the electronic record. Written instructions will be provided to employees on an annual basis by the cost center administrator or designee. Training and/or assistance will be made available upon request.

## SECTION 11 - PERSONNEL FILE

a. A personnel file shall be maintained in the Human Resources Office of the Board of Education. Any employee shall have the right, upon request, to review the contents of the employee's personnel file, and to receive a copy, at the employee's expense, of any document contained therein, excluding letters of recommendation. Any employee shall be entitled to have a representative of the Union accompany the employee during such a review.
b. No material derogatory to an employee's conduct, service, character, or personality will be placed in the employee's personnel file unless the employee has had an opportunity to review such material. No anonymous material shall be placed in an employee's personnel file. The employee shall acknowledge that the employee has had the opportunity to review such material by affixing the employee's signature to the copy to be filed with the express understanding that such signature in no way indicates agreement with the contents thereof. The employee also shall have the right to submit a written answer to such material.

Duplicate copies of letters or materials sent to the employee shall be filed without the employee's signature.

## ARTICLE VII - SICK LEAVE

## SECTION 1

Employees shall earn sick leave at the rate of one (1) day for each month of completed service.

## SECTION 2

Sick leave may be accumulated to the amount earned. Employees shall be given a written accounting of accumulated sick leave days with each salary check.

## SECTION 3

An employee who is unable to report to work because of illness or injury is required to personally or have an immediate family member notify the employee's supervisor and/or building administrator at least one (1) hour prior to the time the employee is to report for duty.

## SECTION 4

The Board may require proof of illness whenever there is reasonable cause to believe that an absence is not due to a bona fide illness.

## SECTION 5

All or any portion of a leave taken by an employee because of a medical disability connected with or resulting from pregnancy may, at the employee's option, be charged to available unused
sick leave. A request for maternity leave shall be made to the Board at least thirty (30) days prior to the date on which the leave is to begin except in the case of an emergency. The request shall include a notice from the physician certifying the pregnancy. An employee may continue in active employment as late into pregnancy as desired provided the employee is able to properly perform required functions and the doctor permits work. Once an employee is released by the physician, the employee may use other types of paid leaves (personal business, unpaid leave or annual leave, if applicable) with approval from the Department of Human Resources in accordance with the Family \& Medical Leave Act (FMLA). Requests for FMLA must be made within 30 days of commencement of the employee's leave for the birth of their child. Male unit members may use sick days during the period of medical disability for their spouse under Section 5.

## SECTION 6

Accrued sick leave may be used to assist in the healthcare of person(s) who live in the employee's household, or to care for a parent, spouse, or child regardless of their residence or for other relatives requested in writing and approved by the Superintendent/Designee prior to the leave. The Board may require proof of illness under the same requirements as the employee's illness.

## SECTION 7

For employees hired prior to July 1, 1997: Employees will be paid for unused sick days in the following manner:
a. Payment for unused sick days will be made to the employee upon that employee's early or full service retirement or, upon the employee's death, to the employee's estate.
b. Employees, who have a balance of less than 250 unused sick days as of June 30, 2002, will receive payment for $50 \%$ of the employee's accumulated unused sick days up to a maximum of 250 unused days at their average daily rate*.
c. Employees who have a balance of unused sick days greater then 250 days as of June 30, 2002, will receive payment for $50 \%$ of the employee's accumulated unused sick days up to their June 30, 2002, unused sick leave balance, at their average daily rate*.
d. Payments for unused sick days in amounts greater than $\$ 5,000$ will be paid in equal amounts over five consecutive years beginning with the year of retirement.
e. Payments for unused sick days in the amount at $\$ 5,000$ or less or for the death of an employee will be paid in a lump sum to the employee or the employee's estate in the year of retirement or death.
*Note: For sick leave payoff purposes, an employee's average daily rate will be calculated on the average of the employee's annual salary for the last three years of service divided by $1 / 260$ for twelve-month employees, $1 / 180$ for ten-month employees. The following criteria must be met to qualify for sick leave payment:

1. Unused accumulated sick leave applies to that leave which has been earned while the unit member has been employed by the Board of Education of Carroll County.
2. Unused sick leave payment is to be provided to the unit member only when he/she has completed all requirements to become a retiree and draw a retirement allowance in accordance with the provisions of the Maryland State Retirement and Pension System.

## SECTION 8

An employee in active pay status who, because of accident or illness, is unable to return to work after all available sick leave, vacation leave and personal leave has been exhausted may request extended sick leave with pay. Such request for extended sick leave must be made in writing to the Board. The number of days of extended sick leave shall be granted at the discretion of the Board.

## SECTION 9 - CLASSIFIED EMPLOYEE SICK LEAVE BANK

1. The purpose of the Sick Leave Bank is to provide paid sick leave to members of the Bank.
2. All employees who earn sick leave are eligible to participate in the Sick Leave Bank. Participation is voluntary, but only contributors will be permitted to use the bank.
3. Three standing Committees will be established.
a. Rules Committee
b. Review/Approval Committee
c. Board of Education Appeal Committee
4. Specific rules concerning eligibility, enrollment, contributions, and use will be developed by the Rules Committee. This Committee will also be responsible for periodic review of all rules and procedures.
5. Final appeal on all disputes will be to the Board of Education.

## ARTICLE VIII - LEAVE OF ABSENCE

## SECTION 1 - ELIGIBILITY REQUIREMENTS

Employees shall be eligible for leaves of absence without pay after one (1) year's service with the Board at The Board's discretion.

## SECTION 2 - APPLICATION FOR LEAVE

Any request for a leave of absence shall be submitted in writing by the employee to the employee's supervisor. The request shall state the reason the leave of absence is being requested and the approximate length of time off the employee desires.

Authorization for a leave of absence shall be furnished to the employee by The Board in writing.
Any request for a leave of absence shall be answered by The Board within five (5) days after the next regular Board meeting following the request. Requests for immediate leaves (for example,
family sickness or death) shall be answered before the end of the shift on which the request is submitted.

In addition to accruing seniority while on any leave of absence granted under the provisions of this Agreement, when possible, employees shall be returned to the position they held at the time the leave of absence was requested.

## SECTION 3 - PAID LEAVES

## BEREAVEMENT LEAVE

In the case of death of persons defined below, an employee shall receive leave for the bereavement without loss of pay.

For the purposes of this agreement, the bereavement period will begin the day of death or the first day following death and run five (5) duty days for the death of a parent, foster parent, parent-in-law, child, grandchild, spouse, domestic partner, sibling, daughter-in-law, son-in-law, step-parent, step-child, or any member of the immediate household, and three (3) duty days for the death of an employee's grandparent, grandparent-in-law, brother-in-law or sister-in-law.

The Superintendent/Designee may grant an extension of any bereavement leave for other relatives, friends, associates, or colleagues provided that the request is made in writing prior to the requested leave.

The use of bereavement days is allowed within one year of the death of the family member. Days are not required to be used consecutively.

## JURY DUTY

Employee shall be granted a leave of absence with pay when they are required to report for jury duty.

## CIVIL DUTY

Employees elected or appointed to any political or legislative position who request a leave of absence to perform their civic duty shall be granted a leave of absence with pay for the period necessary to fulfill their civic responsibilities.

Employees shall be paid the difference, if any, between the compensation they receive and their wages for each day of service.

## COURT APPEARANCE

Absence for the following reasons shall not be charged against personal leave and shall be granted with full pay:

- For time necessary for an appearance in any legal proceeding connected with the employee's employment.

If an employee is summoned to appear at a legal proceeding, the employee may make a request to the Director of Human Resources to be allowed to take time off with pay for this purpose.

## ADMINISTRATIVE LEAVE - UNION BUSINESS

Employees will be granted administrative leave with pay to:

- Attend Union leadership conferences
- Attend Union conventions
- Attend Union training
- Allow Union officers to visit bargaining unit member work locations
- Allow Union shop stewards to attend bargaining unit member disciplinary proceedings.

Total leave shall not exceed sixteen (16) days per duty year. A maximum of four (4) employees may attend any combination of the above at the same time.

The Union may send one unit representative to attend regular Board of Education meetings provided attendance is shared equally among the two departments (Maintenance and Plant Operations).

## SECTION 4 - UNPAID LEAVES

## UNION BUSINESS

Employees elected to any Union office or selected by the Union to do work which takes them from their employment with the Employer shall at the written request of the Union be granted a leave of absence not to exceed two (2) years.

## MATERNITY LEAVE

1. A request for a non-compensatory leave shall be made to the Board at least thirty (30) days prior to the date on which the leave is to begin except in the case of an emergency.
2. The leave of absence shall become effective on the last day of formal employment and may extend to a total of twelve (12) months. A request may be submitted to the Board of Education for an extension of this leave at the end of the first leave.
3. Before returning to duty, the employee may be required to present a doctor's certificate stating that she is able to resume her regular work.
4. Any employee adopting a child shall be entitled, upon request, to a non-compensatory leave to commence at any time during the first year after receiving de facto custody of said child, or prior to receiving such custody, in order to fulfill the requirements for adoption.

## EDUCATION

After completing one (1) year of service, any employee may request a leave of absence for educational purposes.

## MILITARY SERVICE

Any employee who is a member of a reserve force of the United States or of this State and who is ordered by the appropriate authorities to attend a training period or perform other duties under the supervision of the United States or this State shall be granted a leave of absence during the period of such activity. The Board shall pay the difference, if any, between the compensation the employee receives from the military service and the employee's regular weekly wages.

Any employee who enters into active service in the armed forces of the United States while in the service of the Employer shall be granted a leave of absence without pay for the period of military service.

## SECTION 5

After completion of a leave of absence and return to work, an employee shall have the option to purchase service for the leave period from the State Retirement Systems in accordance with the rules and regulations of the State Retirement Systems. While on approved leave, an employee shall have the option to remain an active participant in the Board's fringe benefit programs provided the employee pays the entire cost of participation.

## SECTION 6 - WORKER'S COMPENSATION LEAVE

Whenever an employee, who has successfully completed the initial probationary period, is absent from work as a result of personal injury occurring in the course of his/her employment, he/she will be paid his/her full salary for a compensable injury for a period not to exceed 90 duty days and with no loss of fringe benefits, and no part of such absence will be charged to his/her accumulated personal, annual, or sick leave. If an employee aggravates an injury for which he/she has received compensation, and a temporary award is reinstated, this is not a new claim for compensation, and the employee is under the initial ninety (90) day period. Any Worker's Compensation payment made for temporary disability due to said injury and applicable to the aforementioned ninety (90) duty day period shall be endorsed over to the Board.

If the employee is continued on temporary total disability from Worker's Compensation beyond the ninety (90) duty day period, these options shall be available to him/her:
a. The employee may elect to use his/her earned leave to continue receiving the full regular salary and the temporary disability payments shall be endorsed over to the Board.
b. The employee may elect to receive only Worker's Compensation benefits and not use any of his/her earned leave.

The employee is placed on a non-compensatory leave of absence once they elect to either receive Worker's Compensation checks or the employee has exhausted their own accrued leave. The employee can remain on a non-compensatory leave of absence for up to two (2) years. While on
a non-compensatory leave of absence, the employee will not receive salary payments. Any Worker's Compensation payment for temporary disability due to the injury may be retained by the employee. During the ninety (90) duty day period, during the use of the employee's own leave and during the non-compensatory leave of absence (up to two (2) years), the Board agrees to continue paying its share of medical insurance premium during the period of disability.

Employees who have not completed the initial probationary period may use sick days for any days not reimbursed by Worker's Compensation for a personal injury occurring in the course of his/her employment. Any payment issued by Worker's Compensation will be directed to the employee for any days the employee was not otherwise fully paid. The employee shall remain on Worker's Compensation status for a maximum of ninety (90) duty days. At the end of the $90^{\text {th }}$ duty day, the employee is placed on a non-compensatory leave of absence [up to two (2) years].

## ARTICLE IX - VACATIONS

This Article applies to Plant Maintenance and Operations employees who are employed for 12 months.

## SECTION 1

All employees shall earn vacation at the rate of twelve (12) days per year from the date of employment to and including the fourth (4th) duty year. Beginning with the fifth (5th) duty year to and including the tenth $\left(10^{\text {th }}\right)$ duty year, employees shall earn vacation at the rate of sixteen (16) days per year. After the tenth $\left(10^{\text {th }}\right)$ duty year, employees shall earn vacation at the rate of seventeen (17) days per year. After the fifteenth $\left(15^{\text {th }}\right)$ duty year, employees shall earn vacation at the rate of twenty-one (21) days per year.

Employees shall be able to accumulate and carry over vacation leave as of June 30 of any year provided, however, that those persons earning vacation at the annual rate of sixteen (16) days or more shall not be allowed a vacation balance exceeding thirty (30) days as of June 30th. Persons earning vacation at the annual rate of twelve (12) days shall not be permitted a leave balance exceeding twenty (20) days as of any June 30th. After July 1, the maximum leave balance may exceed thirty (30) days or twenty (20) days but must be reduced to the required leave by the succeeding June 30.

## SECTION 2

It is the policy of the Board that vacations are necessary to the health and well being of all its employees and that time off should be taken by every employee except in unavoidable circumstances. By mutual agreement, however, employees may be compensated for unused vacation time provided; however, that unused vacation time for which employees may be compensated cannot exceed the total number of days available less five (5) days.

## SECTION 3

Pay for all vacations shall be based on the rate of pay of the employee at the time of vacation including shift differential.

## SECTION 4

Vacation preference should be determined on the basis of seniority, if possible. Whenever possible, employees shall be notified of the disposition of a vacation request in writing within five (5) duty days.

## SECTION 5

Any employee required to return to work while on vacation shall be compensated for the time actually worked at the rate of time and one-half for the current vacation week only. Any remaining vacation weeks may be rescheduled as designated in Section 4, above.

## SECTION 6

An employee leaving the service shall be reimbursed for all accrued vacation to which the employee was entitled during the current year less any vacation time taken.

## SECTION 7

When central office and administrative staff are released from duty, Plant Maintenance and Operations employees shall report to work for their scheduled shift unless otherwise directed. All employees who report to work will be allowed equal time from duty, hour for hour, at a time mutually agreed upon between the employee and his/her supervisor.

## SECTION 8

Any additional vacation benefits permitted by order of the Board for other employees during the term of this Agreement shall become a part of this Agreement on the effective date of the order.

## ARTICLE X - WAGES

## SECTION 1 - WAGE SCHEDULE

Employees shall be compensated in accordance with wage schedules attached to this Agreement. The attached wage schedules shall be considered part of this Agreement.

Employees will receive a 7\% Cost of Living adjustment (COLA) during each of the following Fiscal Years: 2023-2024, 2024-2025, and 2025-2026. Employees will not receive a step increment for the duration of this contract.

## SECTION 2 - PAY PERIOD

The Board shall provide an opportunity for Direct Deposit for all employees. For employees who use Direct Deposit, such deposits will be received on a semi-monthly basis. For employees who chose to receive a check, such check shall be distributed on a semi-monthly basis when possible. In no case shall employees receive less than 24 pays.

Employees currently paid by Direct Deposit will continue to be paid by Direct Deposit. In addition, employees hired after June 30, 2023 will be paid by Direct Deposit.

Semi-monthly pay schedule eliminates the requirement of an altered pay schedule. Any altered pay schedule will be negotiated with the Union.

## SECTION 3 - SHIFT DIFFERENTIALS

In addition to the established wage rates, the Employer shall pay a premium of five percent (5\%) to employees working on the second shift and a premium of seven and one-half percent $(71 / 2 \%)$ to employees working the third shift.

The shift will be determined by the employee's regular quitting time - second shift ending in the hours between 7:30 p.m. and 12:59 a. m. and third shift ending in the hours between 1:00 a.m. and 8:30 a.m.

## SECTION 4 - HIGHER CLASSIFICATION

Any employee assigned to a higher classification after five consecutive days shall be compensated at the grade and step of the classification to which the employee is appointed; pay and higher classification shall be paid from the date on which the employee began working in the higher classification.

## SECTION 5 - TRAVEL TIME

Personnel utilizing personal vehicles for business purposes shall be reimbursed monthly at the IRS rate at the beginning of the Fiscal Year and continuing for said Fiscal Year for business mileage.

## SECTION 6 - SALARY ERROR

In the event of a salary error, neither the Board of Education nor the unit member may claim salary adjustment for any more than the current fiscal year. However, errors discovered through July 31 will be correctable.

Should an employee be overpaid, the employee shall have the option to have the overpayment deducted bi-weekly or in a lump sum.

## ARTICLE XI - CALL TIME

With the exception noted herein, employees called to work outside of their regularly scheduled shift shall be paid for a minimum of four (4) hours work. They shall be paid for the balance of their regular work shift at their appropriate rate. Employees required to perform boiler checks in the schools on Saturdays and/or Sundays shall be guaranteed a minimum of two hour's pay at time and one-half for each of said days on which they performed such duties.

If the call time work assignment and the employee's regular shift overlap, the employee shall be paid the call time rate of time and one-half for all hours outside of the employee's regularly scheduled shift and the employee shall then be paid for the balance of the employee's regular shift at the employee's regular rate of pay.

## ARTICLE XII - OVERTIME

If it becomes necessary for an employee to work seven (7) consecutive days in one work week (Monday - Sunday), the employee will be paid double time for the seventh $\left(7^{\text {th }}\right)$ day worked.
SECTION 1 - RATE OF PAY
Time and one-half the employee's regular hourly rate of pay shall be paid for all hours of work in excess of forty (40) hours in any work week.

## SECTION 2 - COMPENSATORY TIME

When mutually agreed by the employee and his/her supervisor or principal, the employee may take compensatory time in lieu of overtime, provided scheduling needs are met and the employee does not accumulate over twenty (20) hours of compensatory time.

For leave accumulated beyond twenty (20) hours, the employee must use those hours within two weeks, or the hours in excess of 20 will convert to overtime pay.

Employees shall be able to check their compensatory leave balance through the time keeper, school administrator and/or supervisor at each cost center.

## SECTION 3 - DISTRIBUTION

Overtime work shall be voluntary whenever possible and should be distributed equally to employees working within the same job classification and work location. Should no one volunteer to work, then the least senior employee qualified to perform the function shall be assigned the work on an involuntary basis. Should this situation appear again, then the next least senior employee shall be assigned the work. This means of involuntary overtime assignment shall continue, with equitable distribution to protect the mutual interests of the parties.

## SECTION 4 - COMMUNITY USE OF SCHOOLS

Employees who normally open and close schools shall be given the opportunity to open and close schools at their regular rate of pay when school buildings are open for community use.

Employees required to report to work due to community use of facilities on weekends are guaranteed a minimum of four (4) hours of assigned work. This guarantee is regardless of the group(s) requesting the use of facility not showing or not giving 24-hour notice of cancellation.

## SECTION 5 - COMPUTATION OF OVERTIME

All leave with pay shall be considered time worked in the computation of overtime.

## ARTICLE XIII - INSURANCE

## FLEXIBLE BENEFIT PLAN

The Board shall provide the following flexible benefit plan to employees who are paid more than twenty (20) hours per week. All employee benefits plans provided by the Board under this Article shall have plan years based on the calendar year.

No Coverage - Employees who produce proof of other medical insurance coverage may elect no coverage. Those electing no coverage as of June 30, 2001, will receive a cash "buy-out" equal to $40 \%$ of the annual premium for the "Point-of-Service Plan Individual Coverage" up to \$1,220.44 per year. Any employee receiving a cash "buy-out" who elects coverage on or after July 1, 2001will no longer be eligible to receive the cash "buy-out" at a later date.

## DENTAL

Traditional - See Traditional Dental Chart below.
No Coverage - Employees may elect no coverage. Those electing no coverage as of June 30, 2001, will receive a cash "buy-out" equal to $40 \%$ of the annual premium for "Traditional Individual Coverage" up to $\$ 89.70$ per year. Any employee receiving a cash "buy-out" who elects coverage on or after July 1, 2001, will no longer be eligible to receive the cash "buy-out" at a later date.

| TRADITIONAL DENTAL |  |  |
| :---: | :---: | :---: |
| NO DEDUCTIBLE $100 \% * *$ | PER PERSON PER CALENDAR YEAR DEDUCTIBLE* $80 \% * *$ | PER PERSON PER CALENDAR YEAR DEDUCTIBLE* $50 \% * *$ |
| Emergency treatment Oral examinations X-Rays Teeth cleaning Fluoride treatments for children to age 19 Space maintainers | Laboratory tests <br> Fillings <br> Amalgam <br> Silicate <br> Acrylic <br> Root canal <br> Repair and maintenance of bridgework and dentures <br> Periodontal services <br> Extractions and other <br> oral surgery <br> Anesthesia | Gold and porcelain fillings and crowns <br> Installation of bridgework and crowns Orthodontia (subject to separate $\$ 2,500$ lifetime maximum per person) Effective January 1, 2017 |
| Preventative Services | Basic Services | Major Services |
| $\begin{gathered} \$ 1,500 \text { Per Person - Calendar Year Maximum }{ }^{* *} \\ \$ 2,000 \text { Per Person - Calendar Year Maximum }{ }^{* *} \\ \text { (Effective January 1, 2017) } \\ \hline \hline \end{gathered}$ |  |  |
|  |  |  |

* \$50 per person; \$150 - Family maximum - when three (3) Family Members have each met the $\$ 50$ Deductible - See the Schedule of Insurance.
**Paid by Traditional Dental.


## ADDITIONAL LIFE INSURANCE

All eligible employees shall be permitted to purchase term life insurance in addition to the amount provided by the Board in paragraph C. of this Article.

## BEFORE TAX PREMIUM

The premiums paid by employees shall be paid with pre-tax dollars where applicable.

## FLEXIBLE SPENDING ACCOUNTS

Employees may establish spending accounts on a voluntary basis with pre-tax dollars to be used for non-covered medical expenses or dependent care expenses.

## BASE RATES:

The Board pays $85 \%$ of the premium rate for all levels of coverage offered.

The Board shall provide for all eligible employees in this bargaining unit term life insurance in an amount equal to one and one-half of the employee's annual salary; provided, however, that any employee shall have the option of having the term life insurance capped at $\$ 50,000$.

The Board agrees to provide to the extent of present policy provisions for insurance coverage for financial loss arising from liability, provided such person, at the time of the act or omission complained of, was acting within the scope of such person's employment or under the direction of the Board.

A supplemental optical insurance plan will be offered to all eligible employees and each member of the eligible employee's immediate family as of January 1, 2013. The supplemental optical plan will be fully employee paid.

Effective July 1, 2010, the Board shall provide an optical insurance plan for those unit members who are not covered by medical insurance under which all eligible employees and each member of the eligible employee's immediate family shall be entitled to an eye examination and a discount program for lenses, frames and contacts every two (2) years.

Health Insurance Advisory Committee - The Board and the Association agree to continue the Health Insurance Advisory Committee for the purpose of reviewing all aspects of the Health Insurance Program and making recommendations to the Superintendent of Schools for possible changes in content or procedures, as well as, regarding the components of an Employee Wellness Program.

The Board and the Association shall encourage all employees to audit any and all hospital bills. There shall be an "Audit Incentive Program" under which employees shall receive $50 \%$ of any savings realized from the employee's audit of a hospital bill up to a maximum recovery of $\$ 500$ per hospital stay.

The Board shall offer the option of a Health Care Savings Account (HSA) to unit members.

1. Members and enrolled family members who select the HSA medical plan will be enrolled in a catastrophic medical plan that picks up coverage after the HAS deductible is met.
2. The Board pays $95 \%$ of the catastrophic medical premium rate for all levels of coverage for members who select the HSA.
3. The Board will contribute to members' HSA, thirty-five percent (35\%) of the plan deductible for each level of coverage it offers.
4. Members who select the HSA medical plan may contribute to their HSA, through payroll deductions, additional funds up to the IRS limit.
5. A detailed listing of HSA benefits can be found in the plan summary document.

Point of Service Plan - Revised July 1, 2010

## Summary of Benefits

A detailed listing of benefits can be found in the benefit's book.

| Plan Feature | In-Network | Out-of-Network |
| :---: | :---: | :---: |
| Your Annual Deductible | None | \$250 per person/ $\$ 500$ per family |
| Co-insurance | Plan pays $90 \%$ <br> Excludes co-payments for certain services. | After the deductible, Plan pays $75 \%$ of UCR* You pay all remaining costs. |
| Your Annual Out-ofPocket Maximum | $\$ 1,000$ per person/ \$2,000 per family | \$2,000 per person/ \$4,000 per family |
| Lifetime Maximum Benefit | No Maximum |  |
| Inpatient Hospital (Facility and doctor charges) | Plan pays $90 \%$ after $\$ 100$ per confinement deductible | After the plan deductible and $\$ 200$ per confinement deductible, Plan pays $75 \%$ of UCR*, you pay all remaining costs. |
| Outpatient Hospital (Facility and doctor charges) | Plan pays 90\% | After the deductible, Plan pays $75 \%$ of UCR*, you pay all remaining costs. |
| Emergency Care in a Hospital | For Facility - Plan pays $100 \%$, you pay \$25 <br> For Physician - Plan pays 90\% <br> Non emergency use of emergency room is not covered. | Same as in network <br> Non emergency use of emergency room is not covered. |
| Surgical Expenses | For Facility - Plan pays $90 \%$ For Office - Plan pays $100 \%$, you pay $\$ 10$ for office visit | After the deductible, Plan pays $75 \%$ of UCR*, you pay all remaining costs. |
| Doctor's Office Visits | You pay \$10 per visit | After the deductible, Plan pays $75 \%$ of UCR*, you pay all remaining cost. |

$\left.\left.\begin{array}{||l|l|l||}\hline \text { Preventive Care } & \begin{array}{l}\text { For annual physical - \$10 co- } \\ \text { payment }\end{array} & \begin{array}{l}\text { After the deductible, Plan } \\ \text { pays 75\% of UCR*, you } \\ \text { pay all remaining costs. }\end{array} \\ \$ 10 \\ \text { co-payment gyn exam - you pay } \\ \text { Mammogram -- Plan pays } \\ 90 \%\end{array} \quad \begin{array}{l}\text { Annual gyn exam and Pap } \\ \text { smear -- Plan pays 75\% of } \\ \text { UCR* } \\ \text { Mammogram - Plan pays }\end{array}\right] \begin{array}{l}75 \% \text { of UCR* }\end{array}\right\}$

## MENTAL HEALTH AND SUBSTANCE ABUSE BENEFITS

| Plan Feature | In-Network | Out-of-Network |
| :--- | :--- | :--- |
| Mental Health and Substance Abuse Benefits |  |  |
| Inpatient Care | Plan pays 90\% after \$100 per <br> confinement deductible | After the plan deductible <br> and \$200 per confinement <br> deductible 75\% of UCR*, <br> and you pay remaining <br> costs; |
| Outpatient Care | Plan pays 100\% after \$10 <br> copay | Plan pays 75\% after <br> deductible of UCR* |

Mental Health and Substance Abuse benefit revisions made due to change in federal law effective January 1, 2010.

## ARTICLE XIV - MANAGEMENT RESPONSIBILITY

Nothing in this agreement shall be construed as delegating to others the authority conferred by law on The Board, or in any way abridging or reducing such authority.

Except as expressly provided otherwise in this agreement, the determination and administration of school policy, the operation and management of the schools, and the direction of employees are vested exclusively in The Board.

## ARTICLE XV - GRIEVANCE AND ARBITRATION

## SECTION 1 - DEFINITIONS

A "grievant" shall mean an employee, group of employees; the Local 2741, AFSCME, AFLCIO, or the Council filing a grievance.

A "grievance" shall mean a controversy, dispute or disagreement of any kind or character arising out of or in any way involving interpretation or application of the term of this Agreement.

## SECTION 2 - PROCEDURES AND STEPS

Within twenty (20) duty days following the act, notification thereof, or condition which is the basis of a complaint, an employee may file a grievance with the employee's Principal or the employee's appropriate Administrator. Prior to filing the written grievance every effort shall be made to solve the grievance informally between the grievant, steward, and the grievant's immediate supervisor below the level of Principal or Administrator.

## STEP 1

If the grievance has not been resolved informally as referred to above, a written grievance may be presented to the employee's Principal or appropriate Administrator. Within ten (10) duty days thereafter the management representative to whom the grievance was presented or a designated representative shall meet with the grievant and steward and give a written decision to the grievant.

STEP 2
If the grievance is not settled in Step 1, the grievant may, within 20 duty days of the notification of the Step 1 decision, move it to Step 2 by written notice to the Superintendent of Schools. The Superintendent of Schools or designated representative shall have ten (10) duty days after receipt of the grievance to meet with the grievant, steward, and Union representative, and give a written decision to the grievant, and Union representative.

STEP 3

## ARBITRATION

If the grievance is not settled in Step 2, the Union may move the matter to arbitration under the Voluntary Labor Arbitration Rules of the American Arbitration Association upon notice to the Board within fifteen (15) duty days following the Step 2 decision. The parties further agree to accept the arbitrator's award as final and binding upon them.

## SECTION 3 - UNION REPRESENTATION

All employees shall have the right of representation at each step of the Grievance Procedure.

## SECTION 4 - NO REPRISALS

No reprisals shall be invoked against any employee for processing a grievance.

## SECTION 5 - TIMELINESS

An employee(s) filing a formal grievance shall be responsible for the timely filing of an initial grievance and all appeals.

## ARTICLE XVI - DISCIPLINE AND DISCHARGE

Disciplinary actions against Unit members shall include oral reprimand, written reprimand, suspension and discharge and normally shall be progressive in nature; however, such disciplinary measures shall be consistent with the severity of the offense.

All employees shall have the right of representation during matters of discipline. The employee may appeal an issue related to discipline and discharge pursuant to the administrative appeals process established in the Annotated Code of Maryland.

Any employee directed to attend a disciplinary or investigatory meeting by the Human Resources Department will be notified by telephone in advance of the meeting of her/his right to Union representation at such a meeting. This notification will then be confirmed by email sent to the employee's CCPS email account prior to the meeting. These notification rights do not apply if the employee is only being interviewed as a witness in an investigation and is not the subject of the investigation/discipline.

If the Board 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 Board shall not discharge or discipline any employee without just cause as determined by the Superintendent. In case of any discharge or suspension, the employee shall be notified in writing of discharge or discipline and given reason thereof.

## ARTICLE XVII - STRIKES AND LOCKOUTS

## SECTION 1 - LOCKOUTS

No lockout of employees shall be instituted by the Board during the term of this Agreement.

## SECTION 2 - STRIKES

No strikes of any kind shall be caused or sanctioned by the Union during the term of this Agreement.

## ARTICLE XVIII - SAFETY AND HEALTH, SMOKE-FREE WORKPLACE, SAFETY COMMITTEE, AND UNIFORMS

## SECTION 1 - SAFETY AND HEALTH

The Board and the Union shall cooperate in the endorsement of safety and the use of proper safety equipment. Should an employee feel that his/her work requires him/her to be in unsafe or unhealthy situations, the matter shall be brought to the attention of the employee's immediate supervisor. If the matter is not adjusted satisfactorily, it will be processed according to the Grievance Procedure.

## SECTION 2 - SMOKE FREE WORKPLACE

The Board of Education of Carroll County is committed to providing employees, students, and visitors with a safe and healthy environment. It is also in the educational interest of this Board to set a positive example by its actions. Smoking, second-hand smoke, and smokeless tobacco have been found to pose definite health hazards.

Therefore, the sale or use of tobacco products including electronic cigarettes or vapor type devices is strictly prohibited while on or in property owned, leased, or used by Carroll County Public Schools at all times. This includes facilities and vehicles. There shall be no exceptions.

## SECTION 3 - SAFETY COMMITTEE

The Union shall select a safety committee consisting of one representative from each department (plant maintenance and plant operations ). The Board shall agree to meet and confer with said committee semi-annually, once before December 21 and before June 30 to discuss safety concerns.

## SECTION 4 - UNIFORMS

The Board shall continue to furnish uniforms, to each Operations and Maintenance employee in the bargaining unit. The number of uniforms furnished is as follows:

| Maintenance | Operations | IPM |
| :--- | :--- | :--- |
| 7 pairs of pants (To include <br> any combination of cargo or <br> jean style) | 7 pairs of pants (To include <br> any combination of cargo or <br> jean style) | 7 pairs of pants (To include <br> any combination of cargo or <br> jean style) |
| 7 shirts | 7 shirts | 7 shirts |
| 1 jacket and liner | 1 jacket and liner | 1 jacket and liner |
| 7 T-shirts | 7 T-shirts | 7 T-shirts |
| 7 pairs of shorts | 7 pairs of shorts | 7 pairs of shorts |
| 1 pair of regular coveralls | 1 pair of insulated coveralls | 1 pair of regular coveralls |
| 1 hooded sweatshirt | 1 hooded sweatshirt | 1 hooded sweatshirt |

Building Supervisors, Shift Foreman, Maintenance Employees, Outside Grounds Employees, and IPM Employees also receive 1 pair insulated coveralls and 1 baseball style cap.

All uniforms and jackets shall be properly fitted and sized for male and female employees as appropriate. Employees provided uniforms are expected to wear uniforms on duty and are restricted from wearing uniforms for employment other than Board of Education employment.

## ARTICLE XIX - TRAINING

The Board and Union shall jointly develop a training program through which employees will be given the opportunity to receive training for the purpose of qualifying for advancement.

The two dates for mandatory training will be placed in the school calendar as well as in the custodial/maintenance calendar. Vacation will not be granted for these two days.

Functional computers shall be made available to AFSCME-represented employees, and they shall be provided adequate time during their normal work shifts to complete mandatory annual training. Functional computers are considered to be the same computers issued to faculty, administrators, and students.

## SECTION 1 - COURSE REIMBURSEMENT

The Board shall pay a maximum of two-thousand dollars $(\$ 2,000)$ per fiscal year for course reimbursement for college, adult education and/or trade classes. Reimbursement is limited to tuition, course-related fees and course related materials.

Courses must relate to the functions within the plant maintenance, operations and pupil transportation departments, and may apply to promotional opportunities within and among these areas. All courses must be approved in advance by the Superintendent/Designee and the unit member must successfully complete the course to qualify for reimbursement.

## SECTION 2 - ACCREDITATION/CERTIFICATION STIPEND

Should a plant maintenance or plant operations employee receive any of the following trades licenses the employee shall receive an annual stipend as follows:
Grade 3 State Engineers License ..... \$300
Grade 2 State Engineers License ..... \$350
Grade 1 State Engineers License ..... $\$ 400$
Maryland State Water Systems Operators License ..... $\$ 400$
Journeyman Plumber, Electrician or HVACR ..... $\$ 400$
Master Plumber, Electrician, HVACR ..... $\$ 600$
Pool Operator's Certificate (Carroll Springs only) ..... \$400
CDL ..... \$250
Locksmith ..... \$400Proof of license status may be required annually.

## ARTICLE XX - GENERAL PROVISIONS

## SECTION 1 - PLEDGE AGAINST DISCRIMINATION AND COERCION

The provisions of this Agreement shall be applied equally to all employees in the bargaining unit without discrimination as to age, sex, marital status, race, color, creed, national origin, or political affiliation. The Union shall share equally with the Board the responsibility for applying this provision of the Agreement.

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 employee activity in an official capacity on behalf of the Union, or for any other cause.

The Union recognizes its responsibility as bargaining agent and agrees to represent all employees in the bargaining unit without discrimination, interference, restraint, or coercion.

## SECTION 2 - UNION BULLETIN BOARDS

The Board agrees to furnish and maintain suitable bulletin board space in convenient places in each work area to be used by the Union.

The Union shall limit its posting of notices and bulletins to such bulletin boards.

## SECTION 3 - VISITS BY UNION REPRESENTATIVES

The Board agrees that accredited representatives of the American Federation of State, County, and Municipal Employees whether local Union representative, district council representatives, or

International representatives, shall have full and free access to the premises of the Board provided notice of visitation is given and the visitation does not interfere with the Board's operation.

## SECTION 4 - PRINTING OF AGREEMENT

The Board will provide the Union's Executive and/or Negotiation Team with draft copies of tentatively approved new contracts no later than ten (10) duty days prior to AFSCME's scheduled contract ratification meeting. With agreement from both parties, the ten (10) duty day window can be extended.

The cost of printing the ratified agreement shall be shared jointly between the Union and the Board. Each work location will have a printed copy of the Master Agreement for employees to access. Furthermore, any employee who expresses a desire for a copy of the Master Agreement shall be provided with access to print a copy of said agreement from the CCPS website.

## ARTICLE XXI - SAVING CLAUSE

In the event any Article, Section or Portion of this Agreement should be held invalid and unenforceable by any Court of competent jurisdiction, such decision shall apply only to the specific Article, Section or Portion thereof specifically specified in the Court's decision, and upon issuance of such a decision, the Board and The Union agree to negotiate immediately with regards to a substitute for the invalidated Article, Section or Portion thereof.

## ARTICLE XXII - DURATION

Unless otherwise provided herein, the provisions of this agreement shall remain in full force and effect, with no language or salary openers, until June 30, 2026, with the following exception:

For FY24, FY25, and FY26, all salary scales will be increased by a $7.0 \%$ cost of living adjustment (COLA). Employees will not receive a step increment for the duration of this contract.

The parties agree that any mutually-agreed upon changes from the joint committee on Staffing and Promotions may be implemented during the term of the agreement within the value of the annual salary increases noted above.

Negotiations shall begin no later than thirty (30) days prior to the anniversary date of this agreement. This agreement shall remain in full force and effect during the period of negotiations.

This agreement is contingent on full funding by the Carroll County Commissioners of the Board of Education's budget requests. If the County Commissioners fail to fully fund the Board's fiscal year budget request, $\S 6-511$ of the Education Article, Annotated Code of Maryland, shall apply.

This agreement is contingent on full funding by the Carroll County Commissioners of the Board of Education's budget requests. If the County Commissioners fail to fully fund the Board's fiscal year budget request, $\S 6-511$ of the Education Article, Annotated Code of Maryland, shall apply.

IN WITNESS HEREOF, the parties here unto set their hands and seal this $1^{\text {st }}$ day of July, 2023.

BOARD OF EDUCATION OF CARROLL COUNTY Carroll COUNTY of ferber
Marsha Herbert, President


Tara Battaglia, Vice President


Dr. Patricia Dorsey, Membe


Donna Sivigny, Member


Stephen Whistler, Member


Emilie Tedeschi, Student Representative


Cynthia McCabe
Superintendent of Schools
,

AFSCME


Daphne Gates, Secretary


Thomas Kelbaugh, Treasurer

Carroll County Public Schools
Plant Operations Salary Scale

|  | CAT I |  |  | CAT II |  |  |  | CAT III |  |  |  | CAT IV |  |  |  |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| FT | 1 | 2 | 3 | 1 | 1 | 2 | 3 | 1 | 1 | 2 | 3 | 1 | 1 | 2 | 3 |
| GRADE | 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 10 | 11 | 12 | 13 | 14 | 15 |
| STEP 1 | \$ 33,308 | \$ 34,870 | \$ 35,65 | \$ 37,669 | \$ 38,557 | \$ 39,449 | \$ 40,336 | \$ 43,477 | \$ 44,514 | \$ 45,548 | \$ 46,585 | \$ 50,730 | \$ 51,947 | \$ 53, 165 | 54,191 |
| STEP 2 | \$ 34,228 | \$ 35,791 | \$ 36,572 | \$ 38,589 | \$ 39,477 | \$ 40,369 | \$ 41,256 | \$ 44,397 | \$ 45,434 | \$ 46,468 | \$ 47,505 | \$ 51,650 | \$ 52,868 | \$ 54,086 | \$ 55,112 |
| STEP 3 | \$ 35,148 | \$ 36,711 | \$ 37,492 | \$ 39,509 | \$ 40,397 | \$ 41,289 | \$ 42,176 | \$ 45,317 | \$ 46,354 | \$ 47,388 | \$ 48,425 | \$ 52,570 | \$ 53,788 | \$ 55,006 | \$ 56,032 |
| TEP 4 | \$ 36,068 | \$ 37,631 | \$ 38,412 | \$ 40,429 | \$ 41,318 | \$ 42,209 | \$ 43,096 | \$ 46,237 | \$ 47,274 | \$ 48,308 | \$ 49,345 | \$ 53,490 | \$ 54,708 | \$ 55,926 | \$ 56,952 |
| TEP 5 | \$ 36,988 | \$ 38,551 | \$ 39,333 | \$ 41,3 | \$ 42,238 | \$ 43, 12 | \$ 44,017 | \$ 47,15 | \$ 48,195 | \$ 49,228 | \$ 50,265 | \$ 54,410 | \$ 55,628 | \$ 56,846 | \$ 57,872 |
| TEP 6 | \$ 37,909 | \$ 39,471 | \$ 40,253 | \$ 42,270 | \$ 43,158 | \$ 44,050 | \$ 44,937 | \$ 48,078 | \$ 49,115 | \$ 50,149 | \$ 51,186 | \$ 55,331 | \$ 56,548 | \$ 57,766 | \$ 58,792 |
| TEP 7 | \$ 38,829 | \$ 40,392 | \$ 41,173 | \$ 43,19 | \$ 44,078 | \$ 44,970 | \$ 45,857 | \$ 48,998 | \$ 50,035 | \$ 51,069 | \$ 52,106 | \$ 56,251 | \$ 57,469 | \$ 58,687 | \$ 59,713 |
| STEP 8 | \$ 39,749 | \$ 41,312 | \$ 42,093 | \$ 44,110 | \$ 44,998 | \$ 45,890 | \$ 46,777 | \$ 49,918 | \$ 50,955 | \$ 51,989 | \$ 53,026 | \$ 57,171 | \$ 58,389 | \$ 59,607 | \$ 60,633 |
| STEP 9 | \$ 40,669 | \$ 42,232 | \$ 43,013 | \$ 45,030 | \$ 45,919 | \$ 46,810 | \$ 47,697 | \$ 50,838 | \$ 51,875 | \$ 52,909 | \$ 53,946 | \$ 58,091 | \$ 59,309 | \$ 60,527 | \$ 61,553 |
| STEP 10 | \$ 41,589 | \$ 43, 152 | \$ 43,934 | \$ 45,950 | \$ 46,839 | \$ 47,730 | \$ 48,618 | \$ 51,759 | \$ 52,796 | \$ 53,829 | \$ 54,866 | \$ 59,011 | \$ 60,229 | \$ 61,447 | \$ 62,473 |
| EP 11 | \$ 42,510 | \$ 44,072 | \$ 44,854 | \$ 46,871 | \$ 47,759 | \$ 48,651 | \$ 49,538 | \$ 52,679 | \$ 53,716 | \$ 54,750 | \$ 55,787 | \$ 59,932 | \$ 61,149 | \$ 62,367 | \$ 63,393 |
| STEP 12 | \$ 43,430 | \$ 44,993 | \$ 45,774 | \$ 47,791 | \$ 48,679 | \$ 49,571 | \$ 50,458 | \$ 53,599 | \$ 54,636 | \$ 55,670 | \$ 56,707 | \$ 60,852 | \$ 62,070 | \$ 63,288 | \$ 64,314 |
| STEP 13 | \$ 44,350 | \$ 45,913 | \$ 46,694 | \$ 48,711 | \$ 49,599 | \$ 50,491 | \$ 51,378 | \$ 54,519 | \$ 55,556 | \$ 56,590 | \$ 57,627 | \$ 61,772 | \$ 62,990 | \$ 64,208 | \$ 65,234 |
| STEP 14 | \$ 45,270 | \$ 46,833 | \$ 47,614 | \$ 49,631 | \$ 50,520 | \$ 51,411 | \$ 52,298 | \$ 55,439 | \$ 56,476 | \$ 57,510 | \$ 58,547 | \$ 62,692 | \$ 63,910 | \$ 65,128 | \$ 66,154 |
| STEP 15 | \$ 46,190 | \$ 47,753 | \$ 48,535 | \$ 50,551 | \$ 51,440 | \$ 52,331 | \$ 53,219 | \$ 56,36 | \$ 57,397 | \$ 58,43 | \$ 59,46 | \$ 63,612 | \$ 64,830 | \$ 66,04 | \$ 67,074 |

Carroll County Public Schools
Plant Maintenance Salary Scale

|  | CAT I |  |  | CAT II |  |  |  | CAT III |  |  |  | CAT IV |  |  |  |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| HIFT | 1 | 2 | 3 | 1 | 1 | 2 | 3 | 1 | 1 | 2 | 3 | 1 | 1 | 2 | 3 |
| GRADE | 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 10 | 11 | 12 | 13 | 14 | 15 |
| STEP 1 | \$ 33,308 | \$ 34,870 | \$ 35,652 | \$ 39,115 | \$ 40,040 | \$ 40,967 | \$ 41,895 | \$ 44,922 | \$ 45,994 | \$ 47,065 | \$ 48,136 | \$ 50,730 | \$ 51,947 | \$ 53, 165 | \$ 54,381 |
| STEP 2 | \$ 34,222 | \$ 35,785 | \$ 36,568 | \$ 40,201 | \$ 41,127 | \$ 42,054 | \$ 42,982 | \$ 46,209 | \$ 47,281 | \$ 48,352 | \$ 49,423 | \$ 52,216 | \$ 53,434 | \$ 54,652 | \$ 55,868 |
| STEP 3 | \$ 35,137 | \$ 36,701 | \$ 37,482 | \$ 41,288 | \$ 42,214 | \$ 43,141 | \$ 44,069 | \$ 47,495 | \$ 48,567 | \$ 49,640 | \$ 50,710 | \$ 53,703 | \$ 54,921 | \$ 56,139 | \$ 57,354 |
| STEP 4 | \$ 36,053 | \$ 37,616 | \$ 38,397 | \$ 42,375 | \$ 43,300 | \$ 44,227 | \$ 45,155 | \$ 48,782 | \$ 49,855 | \$ 50,926 | \$ 51,996 | \$ 55,190 | \$ 56,408 | \$ 57,626 | \$ 58,841 |
| STEP 5 | \$ 36,968 | \$ 38,531 | \$ 39,312 | \$ 43,461 | \$ 44,387 | \$ 45,314 | \$ 46,242 | \$ 50,068 | \$ 51, 141 | \$ 52,213 | \$ 53,284 | \$ 56,677 | \$ 57,894 | \$ 59,112 | \$ 60,328 |
| STEP 6 | \$ 37,882 | \$ 39,446 | \$ 40,228 | \$ 44,548 | \$ 45,474 | \$ 46,401 | \$ 47,329 | \$ 51,356 | \$ 52,428 | \$ 53,499 | \$ 54,570 | \$ 58,164 | \$ 59,382 | \$ 60,600 | \$ 61,816 |
| STEP 7 | \$ 38,797 | \$ 40,361 | \$ 41,142 | \$ 45,635 | \$ 46,560 | \$ 47,487 | \$ 48,415 | \$ 52,643 | \$ 53,714 | \$ 54,786 | \$ 55,858 | \$ 59,651 | \$ 60,869 | \$ 62,087 | \$ 63,302 |
| STEP 8 | \$ 39,713 | \$ 41,276 | \$ 42,057 | \$ 46,721 | \$ 47,647 | \$ 48,574 | \$ 49,502 | \$ 53,930 | \$ 55,001 | \$ 56,073 | \$ 57,144 | \$ 61,138 | \$ 62,356 | \$ 63,574 | \$ 64,789 |
| STEP 9 | \$ 40,628 | \$ 42,191 | \$ 42,973 | \$ 47,808 | \$ 48,734 | \$ 49,661 | \$ 50,587 | \$ 55,216 | \$ 56,288 | \$ 57,360 | \$ 58,431 | \$ 62,625 | \$ 63,842 | \$ 65,060 | \$ 66,276 |
| STEP 10 | \$ 41,543 | \$ 43,106 | \$ 43,888 | \$ 48,895 | \$ 49,819 | \$ 50,747 | \$ 51,674 | \$ 56,504 | \$ 57,576 | \$ 58,646 | \$ 59,717 | \$ 64,112 | \$ 65,330 | \$ 66,548 | \$ 67,763 |
| STEP 11 | \$ 42,458 | \$ 44,021 | \$ 44,803 | \$ 49,981 | \$ 50,906 | \$ 51,834 | \$ 52,761 | \$ 57,790 | \$ 58,862 | \$ 59,933 | \$ 61,005 | \$ 65,599 | \$ 66,817 | \$ 68,035 | \$ 69,250 |
| STEP 12 | \$ 43,373 | \$ 44,936 | \$ 45,717 | \$ 51,068 | \$ 51,993 | \$ 52,921 | \$ 53,848 | \$ 59,077 | \$ 60,149 | \$ 61,219 | \$ 62,291 | \$ 67,086 | \$ 68,304 | \$ 69,522 | \$ 70,737 |
| STEP 13 | \$ 44,288 | \$ 45,852 | \$ 46,633 | \$ 52,155 | \$ 53,079 | \$ 54,007 | \$ 54,934 | \$ 60,363 | \$ 61,435 | \$ 62,507 | \$ 63,578 | \$ 68,573 | \$ 69,790 | \$ 71,008 | \$ 72,224 |
| STEP 14 | \$ 45,203 | \$ 46,767 | \$ 47,548 | \$ 53,241 | \$ 54,166 | \$ 55,094 | \$ 56,021 | \$ 61,650 | \$ 62,723 | \$ 63,794 | \$ 64,864 | \$ 70,059 | \$ 71,277 | \$ 72,495 | \$ 73,711 |
| STEP 15 | \$ 46,118 | \$ 47,681 | \$ 48,463 | \$ 54,328 | \$ 55,253 | \$ 56,181 | \$ 57,108 | \$ 62,937 | \$ 64,009 | \$ 65,081 | \$ 66,151 | \$ 71,547 | \$ 72,765 | \$ 73,983 | \$ 75,198 |

Carroll County Public Schools

| Carroll County Public Schools |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
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| Plant Operations Salary Scale |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| FY 2025 |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
|  | CAT I |  |  | CAT II |  |  |  | CAT III |  |  |  | CAT IV |  |  |  |
| SHIFT | 1 | 2 | 3 | 1 | 1 | 2 | 3 | 1 | 1 | 2 | 3 | 1 | 1 | 2 | 3 |
| GRADE | 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 10 | 11 | 12 | 13 | 14 | 15 |
| STEP 1 | \$ 35,640 | \$ 37,311 | \$ 38,147 | \$ 40,305 | \$ 41,256 | \$ 42,210 | \$ 43,160 | \$ 46,519 | \$ 47,630 | \$ 48,736 | \$ 49,846 | \$ 54,281 | \$ 55,583 | \$ 56,887 | \$ 57,984 |
| STEP 2 | \$ 36,624 | \$ 38,295 | \$ 39,132 | \$ 41,289 | \$ 42,241 | \$ 43,195 | \$ 44,144 | \$ 47,504 | \$ 48,614 | \$ 49,721 | \$ 50,830 | \$ 55,266 | \$ 56,569 | \$ 57,871 | \$ 58,969 |
| STEP 3 | \$ 37,608 | \$ 39,281 | \$ 40,116 | \$ 42,275 | \$ 43,226 | \$ 44,179 | \$ 45,128 | \$ 48,489 | \$ 49,600 | \$ 50,705 | \$ 51,815 | \$ 56,250 | \$ 57,553 | \$ 58,855 | \$ 59,954 |
| STEP 4 | \$ 38,594 | \$ 40,265 | \$ 41,101 | \$ 43,259 | \$ 44,210 | \$ 45,164 | \$ 46,113 | \$ 49,474 | \$ 50,584 | \$ 51,690 | \$ 52,799 | \$ 57,234 | \$ 58,538 | \$ 59,841 | \$ 60,939 |
| STEP 5 | \$ 39,578 | \$ 41,250 | \$ 42,085 | \$ 44,243 | \$ 45,195 | \$ 46,149 | \$ 47,098 | \$ 50,458 | \$ 51,569 | \$ 52,675 | \$ 53,784 | \$ 58,220 | \$ 59,522 | \$ 60,825 | \$ 61,923 |
| STEP 6 | \$ 40,563 | \$ 42,234 | \$ 43,070 | \$ 45,228 | \$ 46,179 | \$ 47,134 | \$ 48,083 | \$ 51,442 | \$ 52,553 | \$ 53,659 | \$ 54,769 | \$ 59,204 | \$ 60,506 | \$ 61,810 | \$ 62,907 |
| STEP 7 | \$ 41,547 | \$ 43,218 | \$ 44,055 | \$ 46,212 | \$ 47,165 | \$ 48,118 | \$ 49,067 | \$ 52,427 | \$ 53,537 | \$ 54,644 | \$ 55,753 | \$ 60,189 | \$ 61,492 | \$ 62,794 | \$ 63,892 |
| STEP 8 | \$ 42,531 | \$ 44,204 | \$ 45,040 | \$ 47,198 | \$ 48,149 | \$ 49,102 | \$ 50,051 | \$ 53,412 | \$ 54,523 | \$ 55,628 | \$ 56,738 | \$ 61,173 | \$ 62,476 | \$ 63,778 | \$ 64,877 |
| STEP 9 | \$ 43,517 | \$ 45,188 | \$ 46,024 | \$ 48,182 | \$ 49,133 | \$ 50,087 | \$ 51,036 | \$ 54,397 | \$ 55,507 | \$ 56,613 | \$ 57,722 | \$ 62,157 | \$ 63,461 | \$ 64,764 | \$ 65,862 |
| STEP 10 | \$ 44,501 | \$ 46,173 | \$ 47,008 | \$ 49,167 | \$ 50,118 | \$ 51,072 | \$ 52,021 | \$ 55,381 | \$ 56,492 | \$ 57,598 | \$ 58,707 | \$ 63,143 | \$ 64,445 | \$ 65,748 | \$ 66,846 |
| STEP 11 | \$ 45,486 | \$ 47,157 | \$ 47,993 | \$ 50, 151 | \$ 51,102 | \$ 52,057 | \$ 53,006 | \$ 56,365 | \$ 57,476 | \$ 58,583 | \$ 59,692 | \$ 64,127 | \$ 65,429 | \$ 66,733 | \$ 67,831 |
| STEP 12 | \$ 46,470 | \$ 48,141 | \$ 48,978 | \$ 51,135 | \$ 52,088 | \$ 53,041 | \$ 53,990 | \$ 57,350 | \$ 58,461 | \$ 59,567 | \$ 60,676 | \$ 65,112 | \$ 66,415 | \$ 67,717 | \$ 68,815 |
| STEP 13 | \$ 47,455 | \$ 49,127 | \$ 49,963 | \$ 52,121 | \$ 53,072 | \$ 54,025 | \$ 54,974 | \$ 58,335 | \$ 59,446 | \$ 60,551 | \$ 61,661 | \$ 66,096 | \$ 67,399 | \$ 68,701 | \$ 69,800 |
| STEP 14 | \$ 48,440 | \$ 50,111 | \$ 50,947 | \$ 53,105 | \$ 54,056 | \$ 55,010 | \$ 55,959 | \$ 59,320 | \$ 60,430 | \$ 61,536 | \$ 62,645 | \$ 67,080 | \$ 68,384 | \$ 69,687 | \$ 70,785 |
| STEP 15 | \$ 49,424 | \$ 51,096 | \$ 51,931 | \$ 54,090 | \$ 55,041 | \$ 55,995 | \$ 56,944 | \$ 60,304 | \$ 61,415 | \$ 62,521 | \$ 63,630 | \$ 68,066 | \$ 69,368 | \$ 70,671 | \$ 71,769 |





