



Master Agreement

between

The Howard County Board of Education

and

**The American Federation of State, County
and Municipal Employees**

Beginning July 1, 2024

and

Ending June 30, 2026

Two Year Agreement

This Master Agreement was negotiated in good faith between the Board of Education of Howard County Public Schools and the American Federation of State, County, and Municipal Employees, Council 3, Local 1899.

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PAYROLL DEDUCTIONS

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ARTICLE 1
GENERAL PROVISIONS OF THE AGREEMENT

Section 1

Purpose

1.1 Purpose

It is the purpose of this Agreement is to promote and ensure harmonious relations, cooperation and understanding between the Board of Education of Howard County and the American Federation of State, County, and Municipal Employees, Council 3, Local 1899 (“Union”) to ensure collective bargaining on wages, hours, and working conditions. The Board of Education is hereinafter referred to as the “Board,” which refers to the administrative offices of the Board of Education.

Section 2

Explanation of Terms

1.2 Explanation of Terms

1.2.1 The Board of Education of Howard County is hereinafter referred to as “the Board/designee.”

1.2.2 The American Federation of State, County, and Municipal Employees, Council 3, Local 1899, is hereinafter referred to as “AFSCME” or the “Union.”

1.2.3 Class Action/Group Grievance is a grievance filed by, or on behalf of, more than one employee within the Unit.

1.2.4 Workday is a day an employee is scheduled to work when schools and offices are open. Days on which the school system would normally be open but is closed, and the employee is not working on that day, will not count as duty days for the purposes of deadlines.

1.2.5 An emergency can be a serious, unexpected, and often dangerous incident that has the potential to disrupt operation within the school system and ~~which~~ requires immediate response to protect students, employees, visitors, the school system, or property.

1.2.6 Employee(s) refers to all permanent non-supervisory, non-probationary, employees occupying the unit classifications listed in Appendix A.

1.2.7 Essential Workers are employees with job functions that require that they physically work onsite at their designated work location during an emergency or public health crisis.

- 1.2.8** A grievance is any allegation by a bargaining unit employee that there has been a violation or misapplication of the express provisions of this Agreement that relate to wages, salaries, hours, and other working conditions.
- 1.2.9** Informal grievance refers to communications which allow the employee and supervisor to discuss and settle grievances or disputes prior to the filing of a grievance. These communications allow the employee or the Union to determine if a violation to this agreement has occurred and seek resolution with management. However, if there is no resolution, the employee or union can file a grievance.
- 1.2.10** Longevity pay is additional wages or compensation given on the basis of length of service.
- 1.2.11** Seniority means an employee's continuous regular employment with the Howard County Public School System.
- 1.2.12** "Unit" refers to the negotiating Unit composed of permanent custodial, maintenance, grounds, and warehouse employees of the Board who regularly work an average of 700 or more hours per fiscal year and who are not "confidential," exempt or newly hired probationary employees.
- 1.2.13** Work Hours is considered the number of hours that an employee works, excluding a duty-free lunch.
- 1.2.14** Standard workdays refers to the days Monday through Friday. Saturdays and Sundays and holidays shall not be considered "standard workdays" for any purpose in this agreement.
- 1.2.15** Premium pay is not overtime but a higher rate of pay under certain conditions:
1. Holiday and Emergency Premium pay refers to a rate of two (2) times an employee's normal rate of pay when working on a holiday or designated holiday or during inclement weather or other emergencies.
 2. Weekend Premium pay refers to a rate of 1.75 times an employee's normal rate of pay when they work on a weekend, Saturday or Sunday.

Section 3

Renegotiations

1.3 Renegotiations

The Board and AFSCME agree that the terms and provisions herein contained constitute the entire agreement between the parties and supersede all previous communications, representations or agreements, either verbal or written, between the parties hereto with respect to the subject matter herein. The Board and AFSCME agree that all negotiable items have been discussed during the negotiations leading to this Agreement and therefore, agree that negotiations will not be reopened on any item, whether contained herein or not,

during the life of this Agreement except by mutual consent unless otherwise specified in Article 24, the contractual language violates local, state, or federal regulations, or the financial provisions of this Agreement cannot be fulfilled. In these instances, the Board and Union will renegotiate the appropriate fiscal items.

Section 4
Union Recognition

1.4 Union Recognition

The Board and HCPSS recognizes the Union as the sole and exclusive agent for negotiating salaries, wages, hours, and other working conditions for all eligible members of the Unit.

Section 5
Non-Discrimination

1.5 Non-Discrimination

1.5.1 The provisions of this Agreement shall be applied in accordance with applicable Federal, State, and local laws with regard to discrimination on the basis of race, sex, sexual orientation, marital status, color, religious or political affiliation, and country of origin, age, or disability.

1.5.2 The Union shall share equal responsibility with the Board for applying this Article.

1.5.3 The provisions of this Article shall be subject to the negotiated grievance procedure. However, should the grievance procedure fail to produce a resolution of any grievance arising under this Article, the grievance shall not be subject to arbitration, but shall be referred to the appropriate governmental agency having jurisdiction.

ARTICLE 2
GRIEVANCE PROCEDURES

Section 1
General

2.1 General

The Superintendent of Schools and his designees are interested in providing for an orderly method for dealing with employee grievances. Any grievance which the employee cannot resolve in an informal manner with their immediate supervisor may be submitted through the grievance procedure. Attendance by an employee (grievant) and one (1) authorized Union representative at a grievance meeting held during work hours shall constitute authorized absence without loss of pay.

Section 2

Procedures

2.2 Procedures

It is most desirable for an employee and their immediate supervisor to resolve alleged grievances through informal communications. In the event that informal communications fail to resolve the alleged grievance, the employee may pursue one or more of the steps (in sequence) outlined in sections 3, 4, and 5.

2.3 Step 1: The employee must submit a written statement regarding the alleged grievance to their immediate supervisor within ten (10) working days following the date of the occurrence (of the alleged grievance. The employee or union representative should provide a copy of the written statement to the Office of Employee and Labor Relations. Failure to provide a copy to the Office of Employee and Labor Relations will not disqualify the grievance.

The employee's written statement must include:

- Name (and signature)
- Job assignment (and location)
- A description of grievance (including section(s) of Negotiated Agreement allegedly violated)
- Remedy sought

A. The immediate supervisor shall meet with the employee within ten (10) working days of receipt of the written grievance. The immediate supervisor shall respond to the employee in writing within ten (10) working days of the conclusion of the meeting as to their disposition of the grievance. In the event that the employee is not satisfied with the supervisor's response, they may appeal the decision by following the procedures set forth in 2.4 Step II.

B. A grievance pertaining to a suspension, demotion, or dismissal shall be processed by the decision maker or signee of such action.

2.4 Step II: Within ten (10) working days of receipt of the immediate supervisor's response (Step I), the employee may appeal the immediate supervisor's decision to the Superintendent's designee. The appeal must be in writing. The Superintendent's designee shall arrange for a meeting with the employee within ten (10) working days after receipt of the written appeal. The Superintendent's designee shall provide a written decision pursuant to the grievance within ten (10) working days after completion of the meeting.

2.5 Step III: In the event that the employee is not satisfied with the decision at Step II, the grievance may be submitted to arbitration under the voluntary labor arbitration rules of the American Arbitration Association within 40 calendar days from the date of the decision at Step II. The arbitrator's decision concerning the disposition of the grievance shall be final and binding.

The jurisdiction and authority of the arbitrator and any opinion or award shall be confined to the express provisions of this Agreement at issue. The arbitrator shall not add to, alter, detract from, amend, or modify any provision(s) of this Agreement.

The costs of aforementioned arbitration shall be equally divided between the Union and the Board.

2.6 Miscellaneous

A. To resolve issues at the appropriate step, the following issues will be automatically waived to Step 2 of the grievance process:

- Suspensions without pay
- Terminations

Additional issues may be waived to Step 2 upon mutual agreement of the Union and the Office of Employee and Labor Relations. For a Consolidated Step 1 and Step 2 grievance, the Superintendent or designee will have a total of fifteen (15) days to hear the grievance and fifteen (15) days to issue a written response.

B. The HCPSS and Union may mutually agree to utilize a mediation process with the Federal Mediation and Conciliation Service (FMCS) or other agreed upon external mediator in an effort to resolve a grievance. Such procedure may be agreed upon and implemented prior to the commencement of the arbitration hearing.

C. Meeting - Grievance meetings and hearings will be scheduled to commence during an employee's duty day. If the parties mutually agree, the meeting may commence at an earlier or later time.

D. Union Representation. All employees shall have the right of Union representation at each step of the grievance procedure. Copies of employer decisions given at any step of the grievance procedure shall be given to the Union.

E. No Reprisals. No reprisals shall be invoked against any employee for processing a grievance or participating in the grievance procedure.

2.7 Disciplinary Appeals

An employee may participate in either the grievance process regarding a disciplinary matter defined in Article 22 – Employee Discipline and Discharge or participate in a 4-205 Appeal.

ARTICLE 3 PROBATIONARY PERIOD

Section 1 Terms

3.1 Terms

A. All new and rehired employees shall serve a probationary period of at least six (6) working months. During this period of probation, an employee may be terminated without cause.

- B. A supervisor reserves the right to extend the probationary period with cause. Requests for a probationary period extension shall be made by the superintendent's designee to the Office of Employee and Labor Relations for review. A two-week written notification will be provided to the employee whose probationary period is extended beyond the normal **six** (6) month period with the reason for the extension and appropriate supportive recommendations for improvement.
- C. An employee's probationary period may not be extended more than three (3) months.
- D. Employees may not use earned annual leave during their normal probationary period. Probationary employees can request a one-time exception to use no more than three (3) days of earned and available annual leave from their immediate supervisor.
- E. Employees on extended probation may utilize their earned annual or personal leave.
- F. The initial evaluation will take place no more than three (3) months from the date of hire.
 - 1. A probationary employee whose performance is less than satisfactory shall be informed in writing.
 - 2. The Board agrees that a mid-year-evaluation should be done to allow the probationary employee an opportunity to improve in areas of concern.
 - 3. At least one conference identifying areas requiring improvement shall be held with the employee prior to the first evaluation.
 - 4. For an evaluation less than satisfactory, the evaluator shall provide written suggestions to the employee for improvement.
- G. Probationary employees in this context do not include those employees who are serving a new re-evaluation period due to promotion or transfer.

**ARTICLE 4
LAYOFFS AND RECALL**

**Section 1
Layoffs**

4.1 Layoffs

In the event it becomes necessary to layoff employees, the layoff order shall be as follows:

- 1. Temporary employees, within the grade/classification
- 2. Probationary employees, within the classification

If a layoff involves more employees than noted in 1 and 2 above, the following criteria will be utilized:

- 1. Seniority in the school system
- 2. Needs of the school system

If the Board contracts out for work performed by Union employees and this action results in a reduction-in-force, the employee(s) affected will be placed in the next available position in the Unit for which they are qualified. Any qualified employee's placement will occur within 30 days from when the position becomes available. An employee's salary under this provision will not be reduced for the first 12 months if the position assigned is a lower paying position.

Section 2

Surplus Employees

4.2 Surplus Employees

If an employee is declared surplus because of a school closing, the employee, if qualified, shall be placed in the first available position before a non-school system person is hired.

Section 3

Recall

4.3 Recall

Employees shall be recalled from layoff in reverse order of their layoff. No new employees within the classification of employees in the layoff status shall be hired until all employees have exercised their recall right or have been recalled.

Recall rights shall be for a period of time not to exceed two (2) years. Employees on recall status have ten (10) days from the date of notification by Human Resources to accept or reject a position. Rejection of the position offered constitutes an immediate forfeiture of recall rights. The employee on recall may request the option to pay 100% of health insurance premiums to continue coverage for the first 18 months on recall. Remittance of premiums shall be made on a monthly basis in advance.

Section 4

Termination or Breaks in Seniority

4.4 Termination or Breaks in Seniority

An employee's seniority shall be terminated for the following reasons:

- Discharge,
- Voluntary resignation
- Retirement, or
- Failure to return to work within seven (7) consecutive scheduled workdays after due notification of recall from layoff by the County, and

Layoff in excess of twenty-four (24) consecutive months since the employee's last day worked for the Board or a period exceeding the length of the employee's seniority, whichever is less.

ARTICLE 5 HOLIDAYS

Section 1

Holidays Recognized and Observed

5.1 Holidays Recognized and Observed

Eligible employees shall receive their regular rate of pay for the holidays listed below.

- 4th of July
- Labor Day
- Rosh Hashanah (if approved in the school calendar)
- Yom Kippur (if approved in the school calendar)
- General Election Day (if approved in the school calendar)
- Thanksgiving Day
- Day after Thanksgiving Day
- Christmas Day
- Day before or day after Christmas Day as established in the school calendar
- New Year's Day
- Martin Luther King's Birthday
- Presidents' Day
- Good Friday
- Easter Monday
- Memorial Day
- Juneteenth (June 19)
- Primary Election Day (if approved in the school calendar)

Holidays will be observed on the dates on which they fall unless designated on the approved work calendar or noted otherwise.

If one of the holidays listed above is changed to a scheduled workday for the school system, the employee will receive a "floating" holiday for that fiscal year.

To be eligible to receive pay for a holiday, the employee must be in an approved pay status on the workday immediately preceding and, on the workday, immediately following the holiday.

Section 2

Holiday Work

5.2 Holiday Work

If an employee works on any of the above-listed holidays, they shall be paid premium pay (as defined in 1.2.13) for all hours worked in addition to the regular holiday pay. This does not include holidays that are changed to a scheduled workday for the school system.

Section 3
Holidays During Leave

5.3 Holidays During Leave

When a holiday falls during an employee's vacation or other approved leave, the employee shall not be charged leave for said holiday. A Unit employee who accepts assigned duties or under emergency conditions is assigned duties on an observed holiday and fails to report to work without an acceptable reason, shall forfeit their holiday pay.

ARTICLE 6
VACATION/ANNUAL LEAVE

6.1 Employees eligible for annual leave shall earn annual leave based on the following schedule:

<u>Length of Service/Years</u>	<u>Number of Annual Leave Days</u>
1-2	15
3-6	18
7-9	19
10+	22

6.2 Annual leave shall be earned on a monthly basis according to the following schedule:

	<u>15</u>	<u>18</u>	<u>19</u>	<u>22</u>
July	1	1.5	2	2
August	1.5	1.5	1.5	1.75
September	1	1.5	1.5	1.75
October	1.5	1.5	1.5	2
November	1	1.5	1.5	1.75
December	1.5	1.5	1.5	1.75
January	1	1.5	2	2
February	1.5	1.5	1.5	1.75
March	1	1.5	1.5	1.75
April	1.5	1.5	1.5	2
May	1	1.5	1.5	1.75
June	1.5	1.5	1.5	1.75

- 6.3 Newly hired employees shall not be eligible to use annual leave until the initial probationary period has been satisfactorily completed. Refer to Article 3, Section 1 for exceptions.
- 6.4 Annual leave must be requested at least 24 hours in advance through the manner prescribed by the Board and approved. The 24-hour notification may be waived in emergency situations as determined by the Superintendent/designee. The disposition of leave requests shall be issued in a timely manner by management.
- 6.5 Employees must request and use vacation/annual leave beginning with half (.5) hour increments. Annual leave should not be used to consistently augment the start and/or dismissal time.
- 6.6 Employees on annual leave may be called back from leave for emergency reasons as determined by the Superintendent/designee. Any unused leave will be credited to the employee.
- 6.7 On June 30 of each year, employees shall be allowed to have accrued up to two (2) times the number of annual leave days allotted. Any additional days accrued shall be converted to sick leave. Upon separation of employment, an employee shall be paid for any unused annual leave not to exceed the aforementioned limit.

ARTICLE 7 SICK LEAVE

Section 1

Earn Rate, Use and Restoration

- 7.1 Employees shall earn one (1) day per month of paid sick leave, the annual total of which shall be available at the beginning of the first duty day of the work or school year.
- 7.2 Employees who vacate their position and who have used more sick leave than earned shall be required to reimburse the Board—and/or have their pay adjusted for the appropriate number of days.
- 7.3 Accumulation - Unused sick leave shall accumulate from year to year without limit.
- 7.4 Sick leave may be used for illness in the immediate family.
- 7.5 Employees must request and use sick leave beginning with half (.5) hour increments.
- 7.6 Recognition and credit will be given for prior sick leave accumulation from a Maryland public school system, not to exceed the amount of days the employee would have been eligible to earn during a like period with the Board.

- 7.6** If a Superintendent/designee has reason to believe that sick leave privileges are being abused, they may require the employee to furnish a medical certificate stating the need for leave or any period of sick leave. Medical certificates should be submitted to Human Resources and not to the supervisory team.
- 7.7** Previously accumulated sick leave, which is eligible for the Maryland Retirement and State Pension, will be restored to all employees who return to the the Board within 3 years contingent the employee has not retired or transferred their leave to another system.

ARTICLE 8 SICK LEAVE BANK

Section 2 Sick Leave Bank

- 8.1.** Purpose - The purpose of the Sick Leave Bank is to provide sick leave, in certain cases, to participating employees whose accumulated sick leave has been exhausted.
- 8.2** Eligibility Employees covered under this agreement shall be entitled to contribute to and belong to a sick leave bank. Employees that are enrolled in the sick leave bank and have exhausted their earned sick leave can apply to use the leave available through the sick bank. Employees will not be required to use unearned sick leave before applying for the sick leave bank.
- 8.3** Enrollment Period - The annual enrollment period for employees shall be from September 1 to October 31. Any former Sick Leave Bank member returning from extended leave will be permitted to rejoin the Bank upon contributing the assessment for the current year within thirty (30) days after reassignment. New employees may participate in contributing to the assessment within thirty (30) days following completion of the probationary period. Assessment authorizations shall continue in full force and effect from year-to-year until canceled by the employee.
- 8.4** Contribution Rate – Annual rates of contribution shall be a maximum of two (2) days per year per employee as determined after examination of the 3-year usage trend data by the Union. This information will be forwarded by the Union to the Superintendent/Designee for approval prior to October 1 of each year.

- 8.5** Payment – The Payroll Department shall verify sick leave and personal leave is processed as required. Upon notification of approval by the Committee, Payroll shall credit the affected employee with the number of days granted. If a member does not use all of the days granted from the bank, the unused Sick Leave Bank days will be returned to the bank.
- 8.6** Bank Grants – Awarded bank grants shall not be automatically carried over from one year to another. If a bank grant is needed for the next year school year, the employee will need to resubmit an application.
- 8.7** The Union shall provide the Superintendent/Designee with an annual Sick Bank Report by August 31 of each year detailing the beginning balance of sick bank days, additions to the sick bank, deductions from the sick bank, and ending balance in the sick bank as of June 30 each year.
- 8.8** For accounting and compliance purposes only, the Union will provide access to days and hours granted and used to the Superintendent/Designee on a quarterly basis.

ARTICLE 9 OTHER LEAVES

Section 1 Military Leave

- 9.1.1** Military Leave
- 9.1.1** Leave requests for military service should be submitted to Human Resources and will be reviewed and approved in compliance with current federal law/regulation.
- 9.1.2** Eligible employees will also receive up to 15 days of paid leave per year for military training or active duty.

Section 2 Bereavement Leave

- 9.1.2** Bereavement Leave
- 9.1.3** An employee shall be granted five (5) consecutive duty days of paid bereavement leave for a death in the immediate family. Immediate family shall include child, parent, spouse, sibling, parent-in-law, child-in-law, sibling-in-law, grandparent, grandchild, step-child, step-parent, step-sibling, grandparent of spouse, biological parent of the employee's child, or of anyone who has lived regularly in the household of the employee for at least two (2) years within the last five (5) years.

- 9.1.4** Upon the death of an uncle, aunt, niece or nephew the employee will be granted two (2) consecutive duty days of absence at any one time without the loss of salary.
- 9.2.3** Employees may use two (2) days of the allowable bereavement leave within 100 workdays of the relative's death.
- 9.2.4** Requests for exceptions to the provisions cited above may be submitted to Human Resources and will be evaluated on a case-by-case basis.

Section 3

Juror/Witness Leave

9.3 Juror/Witness Leave

An employee called to serve on jury duty shall be granted paid leave of absence for the days required to perform jury duty. The employee shall notify their immediate supervisor in advance concerning dates of absences for jury duty. The Superintendent/designee may request certification of jury duty. An employee shall be granted paid leave for a court subpoena as a witness provided the subpoena is not related to:

- any suit or litigation brought against the Board, or its employees by the employee requesting leave.
- criminal charges brought against the employee or a member of the employee's immediate family.
- non-work related civil or administrative proceedings wherein the employee or a member of the employee's immediate family is a party to the proceedings.

Section 4

Worker's Compensation Leave

9.4 Worker's Compensation Leave

- 9.4.1** Whenever an employee is absent from work as a result of an-injury occurring in the course of their employment, they will be paid their full salary for a compensable injury for a period not to exceed 90 workdays and with no loss of fringe benefits, and no part of such absence will be charged to their accumulated personal, annual, or sick leave. The 90-day period must occur within one year of the date of compensable injury.
- 9.4.2** The parties acknowledge that payment of workers' compensation leave under this section fully satisfies the Board's obligation to pay temporary total disability benefits under workers' compensation law, so no duplication of benefits may occur. If a workers' compensation award is made which does cover time lost during the aforementioned 90-day period, the employee will not be entitled to that award, and shall endorse it over to the Board.

- 9.4.3** If during the 90-day period the employee was granted leave from the sick bank, and it is subsequently determined that the employee was absent as a result of a compensable personal injury, the Board shall restore any used sick bank leave occurring during the aforementioned 90-day period. An employee shall not be permitted to use time granted by the AFSCME Sick Leave Bank during the period they are being paid temporary disability under the workers' compensation law.
- 9.4.4** If the employee continues on temporary total disability from workers' compensation beyond the 90-workday period, or the employee is denied the benefit of the 90 work-day period but granted temporary total disability payments, these options shall be available to them.
- 9.4.5** The employee may elect to use their earned leave or sick leave to make up the difference between Workers' Compensation benefits and their full regular salary, including any amount paid as temporary disability under workers' compensation law. The Board shall provide a supplement to the standard Workers' Compensation benefit so that the gross pay of the employee is equal to their regular gross pay. This supplemental pay will be charged against available sick leave on a pro-rated basis.
- 9.4.6** The employee may apply for General Leave under Article 9.6 of this agreement without affecting any benefits which may be due under the workers' compensation law.

Section 5

Personal Leave

9.4.7 Personal Leave

- 9.5.1** Employees of the unit shall earn up to four (4) days of paid personal leave per year.
- 9.5.2** Accumulation - Unused personal leave shall be allowed to be accumulated, up to a maximum of five (5) days per fiscal year, with no more than four (4) days to be used consecutively. Any personal leave accumulated beyond five (5) days in a fiscal year shall be converted to sick leave.
- 9.5.3** Notice - The employee will notify their supervisor twenty-four (24) hours in advance of their absence except in cases of emergency. Employees shall not be required to give reasons.
- 9.5.4** Personal leave may not be taken on the day preceding or following a holiday or vacation except upon approval of Human Resources.
- 9.5.5** Employees must request and use personal leave beginning with half (.5) hour increments.

Section 6

General Leave

9.6 General Leave

- 9.6.1** Human Resources may grant leave without pay for up to two (2) years for unusual or

imperative reasons. Employees returning from leave under this section shall be assigned before new persons are hired. Employees must have completed the required probationary period to be eligible for general leave.

9.6.2 Reassignment to the same or a similar position will be made when there is a vacancy for which the employee is qualified.

9.6.3 When the employee is reinstated, it shall be with no loss of accumulated benefits. If the employee returns to the same position, they will be reinstated at the same grade and step as prior to the leave. If the employee returns to a different position, they will be reinstated at the appropriate grade and step for which they are qualified and based on the position's pay scale.

Section 7

Study Leave

9.7 Study Leave

9.7.1 The Superintendent/designee may grant Study Leave without pay. To be eligible for Study leave without pay the employee must work two (2) years without a break in service for any reason other than FMLA. The employee can be granted up to 24 months of leave during the entire length of service.

9.7.2 Employees returning from leave under this section shall be assigned before new persons are hired. Employees must have completed the required probationary period to be eligible for Study Leave. Reassignment will be made when there is a vacancy for which the employee is qualified.

9.7.3 When the employee is reinstated, it shall be with no loss of accumulated benefits. If the employee returns to the same position, they will be reinstated at the same grade and step prior to the leave. If the employee returns to a different position, they will be reinstated at the appropriate grade and step for which they are qualified, based on the position's pay scale.

Section 8

Childrearing Leave

9.8 Childrearing Leave

9.8.1 Members with two (2) or more consecutive years' experience with HCPSS, at their request, shall normally be granted a leave of absence for child rearing, without pay, for such a period of time as the employee requests, but not to exceed three (3) years per child and six (6) consecutive years in total. When a member returns from such leave they must work for a minimum of one (1) year before being granted an additional leave under this section. Applications for such leave shall be made as soon as possible, but normally at least thirty (30) days prior to the effective date.

9.8.2 Non-probationary Employees - Child rearing leave shall be limited to non-probationary Unit employees. Probationary employees in this context do not include those employees who are serving a new reevaluation period due to a change in position.

9.8.3 Return From Leave - The employee shall inform the Superintendent's designee, in writing, thirty (30) days prior to the time the employee wishes to return from child rearing leave or thirty (30) days prior to the expiration of the child rearing leave. The employee may not return until the Superintendent's designee provides official written notification.

9.8.4 Assignment After Leave - Employees returning from child rearing leave shall be assigned before new persons are hired. If assigned to an equal position, the employee will be placed on the salary step and grade achieved at the time of departure. If the employee returns to a different position, the employee will be reinstated at the appropriate grade and step for which the employee is qualified.

Section 9

Extended Illness Leave

9.9 Extended Illness Leave

Any employee whose illness extends beyond the period covered by their accumulated sick leave and any additional sick leave granted to them by the HCPSS may be granted a further leave without pay for such time as is necessary for complete recovery from such illness. Leave granted due to extended illness may be granted for up to 180 days.

Section 10

Sick Family Member Leave

9.10 Sick Family Member Leave

A leave of absence for up to one school year without pay may be granted to an employee to care for a sick member of their immediate family (child, spouse, parent). Appropriate medical statements shall be submitted to Human Resources to verify the need.

Section 11

Benefits While on Leave Without pay

9.11 Benefits While on Leave Without Pay

The employee on an approved leave without pay may request the option to pay 100% of health insurance premiums to continue coverage. Remittance of premiums shall be made on a monthly basis in advance.

ARTICLE 10 HOURS OF WORK

Section 1 Regular Hours

10.1 Regular Hours

The regular daily hours of work shall be consecutive except that they may be interrupted for a lunch period. The daily hours of work shall include two (2) fifteen-minute paid breaks during the 8-hour shift, and if the normal hours are less than five (5) hours, then the daily hours of work shall include one (1) fifteen-minute paid break.

Section 2 Work Week

10.2 Work Week

10.2.1 The regular workweek shall consist of five (5) eight (8) hour days Monday-Friday within a seven (7) day period. The work week begins at 12:00 am on Thursday and ends at 11:59 pm on Wednesday.

10.2.2 Any bargaining unit member assigned to work Saturday or Sunday shall be compensated in accordance with Article 11.6 - Weekend Premium. The Superintendent/designee shall assign volunteers for Saturday and/or Sunday duty.

Section 3 Meal Period

10.3 Meal Period

All employees shall be granted a minimum of a thirty (30) minute unpaid meal period during each work shift. Whenever possible, the meal period shall be scheduled near the middle of each shift. With supervisory approval, an employee may include one of their paid fifteen (15) minute breaks with their meal period.

Section 4 Callback Time

10.4 Callback Time

10.4.1 Employees called back to work outside of their regularly scheduled shift, excluding work that is an extension of the normal workday, shall be paid for a minimum of three (3) hours' work. Callback time provisions, including the three-hour minimum compensation, will only apply when an employee handles assignments for which they did not receive notice prior to the end of their current work shift.

- 10.4.2** Employees called to handle an assignment remotely and out of their regularly scheduled shift shall be paid a minimum of one (1) hour's work for completion of each assignment. This provision, including the compensation, will only apply when an employee handles assignments for which they did not receive notice prior to the end of their current work shift. Callback time must be approved by management.

Section 5

Inclement Weather or Other Emergency

10.5 Inclement Weather or Other Emergency

- 10.5.1** If all schools and the central office are closed for inclement weather or other emergency, employees, except for "emergency employees," shall receive their regular wages for the day and not be required to report for work. "Emergency employees" are designated by the Superintendent/designee. Designated emergency employees will be required to report for work and will be compensated with premium pay for the time worked. Designated emergency employees who do not report to work shall enter the appropriate leave unless there is a verifiable reason. Legitimate and verifiable reasons should be submitted to the superintendent's designee for review. If an "emergency employee" has a legitimate, verifiable reason for not reporting to work they will receive their regular rate of pay for the day. A "legitimate, verifiable reason" will be determined by their supervisor.

This section is subject to the grievance process.

- 10.5.2** In the event of an individual school or office closing due to inclement weather or other emergency, members of the bargaining unit of that school or office shall be allowed to report up to one (1) hour late without loss of pay. Employees reporting to work at their regular time may be dismissed up to one (1) hour early without loss of pay.
- 10.5.3** In the event an employee is scheduled to report to work before the Superintendent/Designee announces that all schools and the central office are open for emergency employees only and does so, such employees shall receive premium pay for all hours worked.
- 10.5.4** When schools and central offices are open for emergency employees because of inclement weather or other emergency reasons, 12-month unit members designated as emergency employees are expected to report or remain on duty unless directed not to do so by the Superintendent/designee. The supervisor in consultation with the appropriate manager will determine appropriate local staffing levels in inclement weather or emergency situations.

- 10.5.5** In the event of inclement weather or other emergency during the night shift, members of the bargaining unit may be allowed to leave work early without loss of pay if approved by the Superintendent/designee.
- 10.5.6** When the Superintendent/Designee decides that an employee who has been designated as an emergency employee has become stranded overnight at their work site due to inclement weather or other emergency, the employee shall receive an additional leave day.
- 10.5.7** The Board will make every effort to ensure that an employee is not required to operate a motor vehicle during inclement weather for more than sixteen (16) consecutive hours. Should an employee be required to operate a motor vehicle during inclement weather for sixteen (16) consecutive hours, the Board will, at its discretion, send the employee home for an eight (8) hour unpaid break or provide a place on site for the employee to rest for a minimum of four (4) hours. The hours an emergency employee is required by the Board to remain on call at the work site shall be considered time worked and paid at the premium pay rate (as defined in Section 1.2.13).
- 10.5.8** The Board will make every effort to assign at least two (2) employees at a site to clear pathways and sidewalks, but it is recognized that circumstances and staffing may not make this feasible
- 10.5.9** In the event of inclement weather operations or other identified emergencies, meal allowances for Grounds, Fleet, Custodial, and Building Maintenance employees will be provided when:
1. An employee is required to work scheduled or unscheduled overtime beginning two (2) hours or more before their normal shift or lasting two (2) hours or more after their normal shift.
 - or
 2. Is required to work scheduled or unscheduled overtime of two (2) hours or longer on a day when they are not normally scheduled to work.
- 10.5.10** Employees may be allowed to purchase meals at a nearby location for an unpaid meal break. With the appropriate receipts, employees shall be reimbursed up to a maximum of \$18 per meal, including tips and taxes. For operational purposes, a supervisor may require employees to eat at designated locations.
- 10.5.11** A memo identifying the reimbursement process and allotted meal allowance will be issued annually by the Office of Facilities and Operations.
- 10.5.12** The premium pay rate for inclement weather or other emergencies will be paid in accordance with Section 1.2.13.

Section 6
Filling Vacancies

10.6 Filling Vacancies

The Board will make a reasonable effort to fill vacancies. The duties or work required of a unit member will not be increased unreasonably above those normally required because of staff shortage. Vacancies for unit members covered by this agreement that are advertised outside of the school system will be made available to the Union.

ARTICLE 11
OVERTIME/NIGHT SHIFT CLASSIFICATION

Section 1
Rate of Pay

11.1 Rate of Pay

Overtime for hours worked shall be paid in accordance with applicable regulations determined by the Fair Labor Standards Act and Wage and Hour laws. Standard overtime shall be one and one-half (1.5) time the employee's hourly rate of pay for worked hours as follows:

- a. All work in excess of forty hours in any pay week.
- b. Employees shall receive a minimum of ~~four (4)~~ three (3) hours at the overtime rate for scheduled overtime.

Section 2
Conditions

11.2 Conditions

Overtime shall be voluntary except in situations as determined an emergency by the immediate supervisor/manager. Employees assigned overtime must report for overtime duty and must fulfill the work obligation. Qualified employees at the same work site shall be provided with an opportunity, when possible, to become eligible for overtime on an equitable basis. Selection for overtime shall be made by management. A senior team or lead team lead cannot assign overtime without documented approval from management.

Section 3
Night Shift Premium

11.3 Night Shift Premium

In addition to the regular wage rate, there will be a payment of a premium of \$.75 for hours worked by an employee on the night shift (any scheduled shifts beginning between 1:00 P.M. and 9:00 P.M.; \$.85 for any scheduled shift beginning between 9:01 P.M. and 5:00 A.M).

Section 4
Shift Changes

11.4 Shift Changes

The Board shall provide at least 48 hours' notice to employees whose shift will change for one (1) week or more. This notification provision may be waived by the Board under emergency situations.

Section 5
Classification

11.5 Classification

When an employee is temporarily assigned to duties of a higher classification and they are officially designated for the higher classification or leadman by the Superintendent/designee, a change of pay rate to the higher classification or leadman will be paid, if such assignment extends beyond four (4) consecutive workdays, to include holidays, regardless of the occurrence, with pay made retroactive to the first day of the new assignment.

Section 6
Weekend Premium

11.6 Weekend Premium

Hours worked on the weekend will be paid at the premium pay rate as defined in Section 1.2.13. Management may not alter or change a work schedule to avoid the payment of overtime.

ARTICLE 12
SAFETY AND HEALTH

Section 1
Board-Union Cooperation

12.1 Board -Union Cooperation

12.1.1 The employee and the Union shall cooperate in the enforcement of safety. Unit employees shall use equipment and tools solely for the purpose for which they were designed. Employees shall exercise proper care in handling, storage, and maintenance of equipment and tools to prevent damage to the tools and injury to themselves and others.

12.1.2 Buildings occupied by employees will be well-maintained, properly lighted, clean, properly ventilated (adequate heating, cooling and ventilation in buildings occupied by employees), safe and healthful. The parties agree that Federal and State Occupational Safety and Health laws will be adhered to.

12.1.3 The Board shall provide employees with appropriate safety equipment as required by local, state and/or federal agencies for the specific job responsibilities assigned.

Section 2

Safety and Health Committee

12.2 Safety and Health Committee

The Board and Union will establish a joint safety committee that will focus on the safety and health of Unit employees. The committee should be represented by members of each chapter of the Union and at least one member of management. Representatives shall be designated by the Union. The joint committee will meet no less than twice a year to discuss safety protocol and recommendations. The meetings will be held during working hours and participants will not be required to use Union Business leave to attend the meetings.

ARTICLE 13

DELIVERY SERVICES

Section 1

Delivery Service/Pony

13.1 Delivery Service/Pony

13.1.1 The Union may utilize the inter-school courier (PONY) service and the Board's email system for the distribution of its newsletter and for membership material, provided that such use does not interfere with the operation of the school system or create a security risk. Copies of all materials will be given to the Employee and Labor Relations twenty-four (24) hours prior to distribution.

13.1.2 However, the Union agrees not to use the inter-school courier or HCPSS' email system for the following:

- Advocacy or action on the part of employees which is contrary to policies, regulations and directives of the Board or its staff;
- Political materials or endorsements; or
- Advertising materials for business establishments or brand name materials not contained in official Union publications.

ARTICLE 14
EMPLOYEE BENEFITS

Section 1
Health-Medical Insurance

14.1 Health-Medical Insurance

Medical, Dental and Vision Insurance

For employees with a start date on or before June 30, 2011, the Board shall pay eighty-six percent (86%) of the premium cost of a group medical plan including prescription drugs for the employee and covered eligible dependents(s).

For employees with a start date on or after July 1, 2011, and on/or before June 30, 2021, the Board shall pay eighty-five percent (85%) of the premium cost of a group medical plan including prescription drugs for each employee and eligible dependent(s).

For employees with a continuous service date on or after July 1, 2021, the Board pay eighty-four percent (84%) of the premium cost of a group medical plan including prescription drugs for the employee and covered eligible dependents(s).

The selection and removal of health, dental, and/or vision carriers and their respective plans is at the Boards-discretion.

The Board will establish a committee, to include representation from all bargaining units, to provide input on the HCPSS health benefits program. See Appendix B “Benefits Advisory Committee”

Information on health, dental, and/or vision plans will be made available to eligible employees during the Open Enrollment Period.

The selection of optional benefits is an irrevocable election for the entire Plan Year except the election may be revoked and a new selection of benefits made if the employee has a qualifying life event. This applies not only to participation in the insured programs, but also to the level of participation in the Dependent Care Account and the Health Care Spending Account.

Each open enrollment period is established by the Board.

Participants in the Dependent Care Account must meet tax law requirements in order to participate in this plan. Contributions may only be used to reimburse an employee for expenses actually incurred during the Plan Year for which they were contributed. Any amounts remaining in the Dependent Assistance Account at the end of the Plan Year will be forfeited.

The Health Care Spending Account will operate similar to the Dependent Care Account. The most important facts are that amounts contributed may only be used to reimburse expenses incurred during the Plan Year for which they were contributed, and amounts remaining at the end of the Plan Year will be forfeited.

Total employee contributions to the Dependent Care Account and/or Health Care Spending Account will be prorated on a per-pay basis.

Employees hired during the Plan Year will have thirty (30) days from their date of hire to enroll in benefit options. This election will be in effect for the remainder of the Plan Year (except for a qualified life status change creating a special enrollment period for individuals who did not enroll in a group health plan when they were first eligible due to the existence of alternative coverage).

Employees with at least 15 years of cumulative service with HCPSS, are retiring with the Maryland State Retirement Pension System, and are enrolled in one of the school system's medical, prescription, dental, and/or vision plans for at least one full year immediately prior to retirement date, are eligible for a Board contribution towards the cost of retiree coverage in accordance with the HCPSS Benefits Enrollment Guide for Retirees.

Section 2

Group Life Insurance

14.2 Group Life Insurance

The Boards shall pay the full cost for group life insurance protection equal to an employee's base salary (to the nearest thousand), with a minimum of ten thousand (\$10,000) to the employee's designated beneficiary upon death, and, in the event of accidental death, a sum not less than two times the amount.

Section 3

Uniform Allotment

14.3 Uniform Allotment

Employees shall be provided eight (8) sets of uniforms, of which up to three (3) pairs of pants may be winter (lined pant leg). Employees can select one (1) pair of coveralls. Employees may substitute a sweatshirt for an item or items of equal value. Additionally, the Board will provide an annual \$135 allowance for approved inclement weather apparel (i.e., snow boots, insulated gloves, and insulated overalls) for Grounds, Fleet, Custodial, and Building Maintenance employees that perform snow removal duties. The Board shall make provisions to have these uniforms tailored. Employees issued uniforms shall be required to wear the uniforms to work and maintain them in good order. Uniforms found by the Board to be unserviceable due to fair wear and tear shall be replaced at no cost to the employee.

In the event that uniforms are not available to a particular employee, the union shall be notified in writing. Employees who have uniforms that have been determined by the Board to be unserviceable and that have not been replaced, shall not receive any disciplinary action.

Section 4

Tuition Reimbursement-Professional Development

14.4 Tuition Reimbursement-Professional Development

The Board shall reimburse tuition costs for courses taken by employees to improve skills that are necessary for their job and/or advancement if the courses are approved in advance and completed satisfactorily. A final grade of C or better or a Pass rating is considered satisfactorily completing a course. The total lifetime maximum amount of reimbursement that any employee shall be eligible for will be \$8,000. An employee who voluntarily terminates their employment with the HCPSS within six (6) months of receiving reimbursement will be required to repay the HCPSS no more than 75% of funds reimbursed.

The HCPSS shall reimburse costs for training and professional development taken by employees for certifications and/or professional development to improve their skills that are necessary for their job and/or advancement if the training are approved in advance and completed satisfactorily. Proof of attendance and completion will be required in order to receive reimbursement. The total lifetime maximum amount of reimbursement that any employee shall be eligible for will be \$2,000. An employee who voluntarily terminates their employment with the HCPSS within six (6) months of receiving reimbursement will be required to repay the HCPSS no more than 75% of funds reimbursed.

ARTICLE 15 UNION RIGHTS

Section 1

Dues Deduction

15.1 Dues Deduction

For those employees who become members of the Union and who properly execute payroll deduction authorization forms or cards, the employer agrees to withhold from their paycheck each pay period the regular Union dues, P.E.O.P.L.E deductions, Union authorized supplemental insurance, or other Union authorized deductions in the amount certified to the HCPSS by the Union. Such withholdings are to be transmitted via electronic fund transfer to the account authorized by the comptroller of AFSCME Council 3, on a bi-weekly basis. The Union will notify the-HCPSS at least 30 days prior to any change in such dues or fees. Membership lists and bargaining unit lists shall be remitted monthly via email, in excel format, to an email authorized by the Comptroller of AFSCME Council 3.

Payroll deduction of dues is continuing, and cancellation of individual dues can be affected only by written notice to the Union via certified mail postmarked between June 1 and June 10 to be completed for submission to the HCPSS on or before June 30 in the last year of the Agreement.

Membership shall be for the duration of the Agreement. The Union's mailing address is:

Executive Director
AFSCME Council 3/Local 1899
1410 Bush Street, Suite A
Baltimore, MD 21230

The Union shall indemnify and hold the HCPSS harmless of any and all claims, grievances, actions, suits, or other forms of liability or damages that arise out of or by reason of any action taken by the HCPSS for the purpose of complying with any provision of this Article, and the Union assumes full responsibility for the disposition of the funds deducted under this Article as soon as they have been remitted by the Employer to the American Federation of State, County and Municipal Employees, AFL-CIO, Council 3.

Section 2

Non-discrimination

15.2 Non-discrimination

The Board agrees not to discriminate or take reprisals against any member solely for the reason of their membership or participation in the Union. The Union agrees to represent all eligible employees in a fair and equitable manner.

The Union recognizes its responsibility as bargaining agent and agrees to represent all employees in the Unit in a fair and equitable manner.

The Union shall indemnify and save the Board harmless of and from any and all claims, grievances, actions, and suits or other forms of liability or damages arising out of, or by reason of, any action taken by the Board for the purpose of complying with any of the provisions of this article.

Section 3

Visitation Privileges for Union Representatives

15.3 Visitation Privileges for Union Representatives

In order for the Union to properly fulfill its duty of fair representation and fulfill this Agreement for the benefit of all AFSCME covered employees and the welfare of the school system, the AFSCME representatives may visit schools and talk with AFSCME covered employees, provided they don't interfere with educational programs. The AFSCME representative will check in at the front office and identify themselves as an AFSCME representative to the front office staff of the school upon their arrival. Access to facilities by AFSCME may not be unreasonably denied.

Section 4

Use of Equipment/supplies/Facilities for Union Business

15.4 Use of Equipment/Supplies/Facilities for Union Business

Union representatives and Unit members shall be prohibited from utilizing Board equipment, supplies, and materials for Union business. The Union may utilize school facilities without cost for meetings. The principal/supervisor of the building in question will be notified in advance of the time and place of all such meetings.

Section 5

Union Business

15.5 Union Business

15.5.1 The Superintendent/designee recognizes no more than a total of ten (10) shop stewards and the Union president and their designees in matters relating to this agreement provided that any Union business conducted during the assigned workday is:

1. Approved in advance by the Superintendent/designee.
2. Deducted from an annual allocation of fifty-five (55) Union business leave days.

15.5.2 The Superintendent/designee may also communicate with employees represented by the Union with regard to this agreement or other matters of mutual interest.

Section 6

Union Business Leave

15.6 Union Business Leave

The Board shall grant leave with pay and benefits for employees designated by the Union for approved Union business. On or before July 1 of each the Union shall furnish a list of employees to the Board who are designated as shop stewards or the Union president.

Section 7
Leave Allocation

15.7 Leave Allocation

Any additional Union business not noted previously and conducted during the employee's assigned workday shall be charged to the employee's annual or personal leave allocation, if approved in accordance with the approval provisions of annual or personal leave.

Section 8
Unit Employees

15.8 Unit Employees

HCPSS agrees to furnish to the Union, on a monthly basis and electronically in excel, the following information for positions within the Union's jurisdiction:

- a. Name
- b. Service date (date of hire)
- c. Employee unique identifier number
- d. Job profile (position classification)
- e. Department
- f. Pay rate
- g. Longevity information (if applicable)
- h. Work site where the employee receives mail
- i. Work telephone number
- j. Work email address
- k. Home address
- l. Home/cell phone number
- m. Dues deduction status
- n. Deduction for AFSCME People
- o. Terminations
- p. Promotions out of the bargaining unit
- q. race
- r. gender

Section 9
Board Materials

15.9 Board Materials

All Board of Education policies, regulations and procedures will be made available electronically.

Section 10
Bulletin Boards

15.10 Bulletin Boards

The Board shall provide bulletin boards at each worksite or establish a means for the Union to share an existing bulletin board.

Section 11
Regulatory Provisions

15.11 Regulatory Provisions

The Superintendent/designee shall electronically make available regulatory provisions that change during the agreement period.

Section 12
Employee Orientation

15.12 Employee Orientation

A Union representative shall be permitted to address new employees at orientations for at least 30 minutes provided that the time, place, and duration of the meeting are approved by the Superintendent/designee. Attendance by the employee is voluntary.

Section 13
Other Provided Material

15.13 Other Provided Material

1. The Union president or their designee shall receive a copy of all circulars.
2. Bargaining unit members shall be provided with a copy of their job description at the time of their initial employment.
3. The Superintendent/designee shall electronically post any Board of Education policy that has been revised.

Section 14
Changes in Position or Salary

15.14 Changes in Position or Salary

The Union shall be notified of any new position in the bargaining unit and any existing position that is reclassified.

ARTICLE 16
PROMOTIONS AND TRANSFERS

Section 1
Promotions

16.1 Promotions

16.1.1 All vacant promotional jobs shall be advertised in writing, posted on the HCPSS website and/or email system. All current employees shall be eligible, depending upon their qualifications, to be considered for any promotional position. The Board will encourage supervisors to interview current employees, depending upon their qualifications, for any promotional position. Consideration will be given to at least the following in determining promotions:

- Needs of the school system
- Qualifications and ability of the individual
- Seniority
- Satisfactory Performance Evaluation

16.1.2 If an employee is denied a promotion more than two (2) times during a 12-month period, the employee at their discretion, may request a meeting with the Superintendent/designee or hiring manager to discuss means to improve the employee's opportunity for future promotions.

16.1.3 Any employee who is promoted to a position of higher pay who must remain in their current position because a replacement is pending shall receive the new salary ten (10) working days from the date of the promotion.

Section 2
Involuntary Transfers

16.2 Involuntary Transfers

16.2.1 If it becomes necessary for the Superintendent/designee to transfer an employee, the selection of employees for transfer shall be made by the Superintendent/designee provided that in making such selection the Superintendent/designee shall give consideration to:

- Needs of the school system
- Qualifications and ability of the individual
- Seniority

16.2.2 Employees selected for involuntary transfer shall have no reduction to their base pay.

Section 3
Voluntary Transfer

16.3 Voluntary Transfer

Employees who desire to transfer to another building or department must request a transfer on the prescribed form designated by the Board. Voluntary transfer requests will be processed within 30 days of receipt and the employee will receive notification from Human Resources or the appropriate department concerning the request. In the voluntary transfer selection process involving more than one (1) employee, consideration shall be given to:

- Needs of the school system
- Qualifications and ability of the individual
- Seniority
- Satisfactory Performance Evaluation

ARTICLE 17
MILEAGE REIMBURSEMENT

Unit members' use of a private automobile for authorized and approved transportation while on duty shall be reimbursed for mileage in accordance with the established IRS rate, regulations and the HCPSS Employee Expense Reimbursement Manual. Lead Custodian Floaters may request reimbursement for the use of their private automobile for mileage between the assigned school/department and any different location assigned by the Custodial Department Management. Lead Custodian Floaters assigned to retrieve keys shall also be eligible for reimbursement for the appropriate mileage upon approval.

ARTICLE 18
WORK STOPPAGE

For the duration of this Agreement neither AFSCME nor any Union member shall engage in, direct, or sponsor a strike and/or participate in any work stoppage, sickout, or work slowdown.

ARTICLE 19
PERSONNEL FILES

All items entered in a Unit member's personnel file in the Human Resources office after July 1, 1987, except confidential references, shall be open for inspection to that employee by appointment. Human Resources shall be designated as the official personnel file. Employees have the right to respond in writing to information contained in their file. The employee, upon request, shall be entitled to one (1) copy of the information provided that the information was not previously made available.

ARTICLE 20 EVALUATION

Section 1

Purpose

20.1 Purpose

The parties agree that the primary purposes of the evaluation process are to measure and improve employee performance in accordance with performance standards established by the Superintendent/designee. The Board and the Union agree that any change in the evaluation instrument and/or system shall be developed collaboratively.

Section 2

Timeline

20.2 Timeline

Within five (5) workdays of the completion of the employee's evaluation, a copy of the evaluation shall be provided to the employee. The employee will have five (5) days to review their performance appraisal and provide questions and/or comments to management.

Section 3

Comments

20.3 Comments

The employee shall have the right to attach any comments they want to attach to the evaluation materials.

Section 4

Performance

20.4 Performance

The initial evaluation will take place no more than six (6) months from the date of hire. Any employee whose performance is less than satisfactory shall be informed in writing. At least one conference identifying areas of weakness shall be held with the employee prior to the initial or year-end evaluation. For any evaluation less than satisfactory, the evaluator shall provide written suggestions for improvement. A Lead can provide general feedback but shall not serve as an evaluator.

Section 5

Evaluation

20.5.1 Evaluation

The evaluation must be signed by the immediate manager and a school administrator. The employee is only required to sign the evaluation as an acknowledgment of receipt. Once an evaluation has been signed by all Parties, the evaluation is deemed final and cannot be changed without written consent from all Parties. A Lead shall not be required to sign the evaluation as an evaluator unless they are in an acting capacity but may give peer feedback.

20.5.2 Evaluation for Position Changes

A current employee promoted into a new position, changing positions, or entering a new position from another bargaining unit will serve an evaluation period of 60 working days in the new position.

**ARTICLE 21
WAGES**

**Section 1
Wage Schedule**

21.1 Wage Schedule

During FY23 employees shall be compensated in accordance with the salary schedules attached to this Agreement and marked Appendix B-2 and Appendix B-3. The attached wage schedule shall be considered a part of this Agreement.

Employees hired on or after July 1, 2012, will receive credit for related work experience as determined by the Superintendent/Designee up to the midpoint on the appropriate salary scale. Employees hired on or after April 1 of the school year shall not be eligible for any increment negotiated for the subsequent fiscal year.

**Section 2
Pay Period**

21.2 Pay Period

The salaries and wages of employees shall be paid bi-weekly. All employees will be required to sign up for direct deposit or obtain a pay card.

**ARTICLE 22
EMPLOYEE DISCIPLINE AND DISCHARGE**

**Section 1
Employee Discipline**

22.1 Employee Discipline

1. No unit member will be discharged without just cause. This shall not apply to the discharge of a probationary employee. Probationary employee in this context does not include an employee serving a probationary period due to a change in position.
2. Employees covered under this agreement shall be afforded due process in the handling of disciplinary actions.
3. A policy of progressive discipline will normally be utilized; however, where the offense is deemed to be serious some steps may be waived.

4. Normal progressive discipline will consist of oral warning, written warning, letter of reprimand, suspension, and discharge. When appropriate a demotion or action plan could be used in conjunction with progressive discipline. A non-disciplinary letter of concern can be substituted for an oral warning.
5. When a suspension, demotion, or discharge is being recommended, the employee will receive written or electronic notification of the recommendation.
6. In the event that an employee is absolved of charges, said employee may be reinstated to their position with the Board. Such reinstatement shall be without loss of seniority, retirement credit or pay. Salary for the period missed shall be less any unemployment compensation received, salary from other sources during the period missed and any Board payment for leave during that period.

Section 2

Investigation and Due Process Meetings

22.2 Investigation and Due Process Meetings

1. Any investigation and subsequent proceedings will be handled in a manner that assures appropriate confidentiality and protection of the subject unit member.
2. An employee may be represented by the Union at any hearing or meeting that could result in disciplinary action being taken against the employee. Management will attempt to provide no less than forty-eight (48) hours' notice of a disciplinary hearing or meeting.
3. The employee and the Union (Local 1899) President/designee will be advised with written or electronic notification, that disciplinary action is being considered. Notification should include the date and time of the meeting or hearing, the right to Union representation at the meeting or hearing, and the general nature of the allegation that will be discussed at the meeting or hearing
4. When available, copies of the evidence will be provided upon request by the Union and/or employee. Evidence will be released in compliance with the appropriate privacy laws. If the evidence requires redaction for privacy concerns or requires technical assistance, consideration should be made. The request to preview or to receive copies of the evidence will not result in a delay of a disciplinary or due process meeting or hearing if the evidence is reviewed at the meeting or hearing, and the employee is given the opportunity to respond to the evidence.
5. The Board is not obligated to postpone the meeting or hearing with the employee nor to suggest or secure alternate representation if a specific union representative requested is unavailable.

ARTICLE 23
LABOR/MANAGEMENT COMMITTEE

Section 1

Purpose

23.1 Purpose

The intent of the Labor/Management Committee is to provide a forum for discussing and attempting to resolve non-negotiated matters of mutual concern of the parties. The parties may also attempt to resolve differences of interpretation of negotiated matters. However, it is recognized that the Labor/Management Committee is not a substitute for a grievance procedure. Additionally, it is recognized that neither party will submit or otherwise seek modifications of any negotiated term or condition of the agreement through the Labor/Management Committee and no bargaining will take place.

Section 2

Membership

23.2 Membership

Standing members of the Labor/Management Committee will include the president of the union, another representative of the union to be determined by the president, a representative from AFSCME Council 3, the Superintendent or designee and up to three (3) other Board representatives.

Section 3

Chairperson

23.3 Chairperson

The Labor/Management Committee will be co-chaired with a member of Management and the Union jointly servicing as Chairpersons.

Section 4

Minutes

23.4 Minutes

Management and the Union will each be responsible for notetaking. Parties will share notes at the conclusion of each meeting.

Section 5

Date, Time Agenda

23.5 Date, Time and Agenda of the Meetings

Meetings may be called at the request of either party. Meetings will be requested a minimum of two weeks in advance along with the proposed agenda items of the requesting party. Proposed agendas should normally be limited to two hours and shall include the topics along with a brief description. Topics not on the agenda will not be discussed. However, it is recognized that either party may initiate a topic not on the agenda provided that the other

party concurs that it is of an emergency nature or a current item that would be of benefit to be discussed as soon as possible.

Section 6
General Guidelines

23.6 General Guidelines

As time permits, each topic will be discussed fully, and recommendations made on the topic before proceeding to another topic. Topics requiring further study may be tabled and brought for further discussion at a future meeting. If there is no mutually satisfactory decision reached on a topic, no recommendation will be made.

ARTICLE 24
EFFECTIVE PERIOD OF AGREEMENT

Section 1
Length of Agreement

24.1 Length of Agreement

This agreement shall become effective as of July 1, 2024 and shall continue in full force and effect until June 30, 2026 with a reopener for wages and one (1) article each by the Union and Board-for the 2025-26 school year.

The Board and the Union agree that with the exceptions of the Articles stated above, all negotiable items have been discussed during negotiations leading to this agreement. During the term of this agreement, neither party will be required to negotiate with respect to any matter, with the exception of the Articles stated above whether or not covered by this agreement, and whether or not within the knowledge or contemplation of either or both parties at the time they negotiated or executed this agreement.

Absent extenuating circumstances or mitigating factors, the Union and Board will make a reasonable effort to reopen negotiations no later than February 1, unless a later date is mutually acceptable to both parties.

Section 2
Special Provisions

24.2 Special Provisions

In the case of a national emergency, catastrophic event, epidemic, and/or pandemic, Management HCPSS or the Union may request to reopen the appropriate revisions to safeguard the health and wellbeing of students and staff.

Section 3
Savings Clause

24.3 Savings Clause

In the event any subject, article, section, or portion of the Agreement shall be held invalid and unenforceable by any court, the Maryland State Board of Education, Maryland Public Employee Relations Board, or higher authority of competent jurisdiction, such decision shall apply only to the specific article, section, or portion thereof specified in the decision; and, upon issuance of such a decision, the Board and the Union may agree to negotiate a substitute for the invalidated article, section, or portion thereof except as renegotiations are provided for in Article 1.3 of this contract and/or the Public School Laws of Maryland in the event the Board cannot implement the proposed salary schedules that become effective on July 1, 2024. In this event, the Board and Union will meet to renegotiate monetary and language issues.

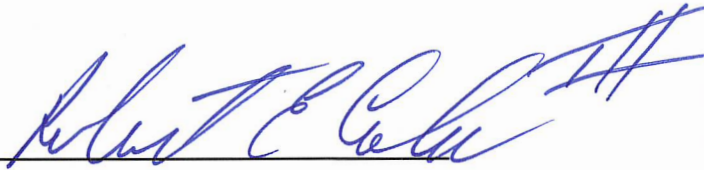
In witness whereof, the parties hereunto set their hands and seals this 11th day of July / 2024.

Howard County Board of Education by:

AFSCME, Council 3, Local 1899 by



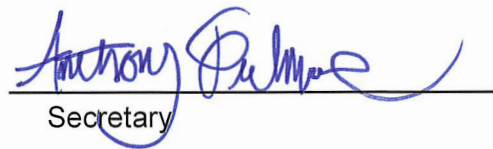
Board of Education Chairperson



President



Superintendent



Secretary



Council 3 Representative

APPENDIX B-1

BENEFITS ADVISORY COMMITTEE

The Board agrees to establish a Benefits Advisory Committee to provide recommendations into maintaining quality and affordable benefits. It is understood that the recommendations of the committee do not constitute negotiations and are only advisory.

The focus of the committee shall be to:

- A. Make recommendations on cost containment strategies;
- B. Study, discuss and recommend possible plan design changes and rate setting;
- C. Develop strategies to educate employees regarding benefit plans;
- D. Make recommendations on the insurance fund balance/reserve;
- E. Make recommendations on the HCPSS budget mark for funding employee benefits;
- F. Evaluate insurance vendor bids;
- G. Participate in benefit bid process;
- H. Review monthly reports of claims data compared to the projection of costs to be aware of the trends.

The Benefits Advisory Committee will be provided with full access, within HIPAA guidelines, to plan utilization and vendor performance, outcome and cost data, including vendor contracts, to facilitate their work towards increasing market transparency and reducing costs.

The Benefits Advisory Committee will meet at least six (6) times per year. The committee will report to the Chief Business and Technology Officer on its work as needed. A copy of their report(s) will be forwarded to the Association/Union president for possible use in negotiations.

The composition of the committee will include up to three (3) representatives appointed by and representing the Board, one (1) representative from each bargaining unit within the Association/Union (e.g., HCEA-Certificated and HCEA-ESP) appointed by the President who is a current employee or the president may appointment themselves, one (1) representative from each of the other employee groups appointed by their president or the president may appoint themselves, and one (1) person representing the retired employees' association.

The Association/Union representative appointed to the committee shall be released from their duties, if necessary, for meetings of the committee without loss of salary whenever such meetings are held during the duty day.

Once appointed, the Committee will elect a chairperson and vice chairperson from the employee/retiree representatives group. The committee shall develop operational procedures to assist them in their work, which may include subject matter experts, to support the focus of the committee as indicated above.

APPENDIX B-2

(Audio Visual / Grounds / Maintenance / Warehouse Salary Scale)

*For reference purposes only, management will notate which positions fall within each salary grade.

FISCAL YEAR 2025										
(EFFECTIVE July 1, 2024)										
GRADE	I	III	IV	V	VI	VII	VIII	IX	X	XI
Step										
1	17.01	18.57	19.42	20.35	21.24	22.18	23.22	24.25	25.30	26.48
2	17.69	19.31	20.19	21.17	22.08	23.06	24.15	25.22	26.31	27.55
3	18.29	20.11	20.97	21.97	22.97	24.00	25.10	26.23	27.39	28.64
4	18.72	20.57	21.51	22.53	23.54	24.58	25.69	26.88	28.08	29.35
5	18.98	20.90	21.81	22.79	23.79	24.86	25.98	27.17	28.35	29.68
6	19.22	21.16	22.04	23.06	24.09	25.11	26.23	27.43	28.63	29.90
7	19.46	21.38	22.33	23.36	24.38	25.45	26.65	27.85	29.10	30.43
8	19.93	21.91	22.92	23.89	24.98	26.11	27.32	28.53	29.77	31.14
9	20.40	22.43	23.40	24.45	25.59	26.72	27.97	29.16	30.52	31.92
10	21.42	23.48	24.55	25.64	26.80	28.00	29.30	30.56	31.95	33.37
11	22.45	24.69	25.86	26.94	28.19	29.45	30.78	32.17	33.65	35.15
12	23.58	25.93	27.05	28.30	29.60	30.86	32.26	33.77	35.28	36.89
13	24.50	26.90	28.16	29.42	30.76	32.15	33.64	35.12	36.71	38.29
14	25.25	27.76	29.03	30.36	31.70	33.15	34.63	36.16	37.86	39.58
15	26.24	28.87	30.17	31.53	32.99	34.42	35.99	37.58	39.27	41.06
16	26.89	29.61	30.90	32.32	33.78	35.29	36.90	38.55	40.25	42.11
17	27.20	29.95	31.27	32.68	34.18	35.70	37.21	38.96	40.83	42.49
18	28.14	30.84	32.26	33.72	35.26	36.80	38.47	40.19	42.00	43.89
19	28.39	31.14	32.58	34.04	35.58	37.19	38.80	40.58	42.42	44.31
20	28.65	31.47	32.86	34.34	35.94	37.53	39.21	40.98	42.82	44.72
21	28.95	31.78	33.16	34.63	36.23	37.83	39.51	41.28	43.13	45.04
22	29.28	32.08	33.48	34.96	36.55	38.15	39.81	41.59	43.43	45.35
23	29.86	32.72	34.14	35.64	37.28	38.92	40.62	42.42	44.31	46.26
Over 23	30.50	33.37	34.82	36.34	38.00	39.62	41.36	43.17	45.09	47.06

AFSCME unit members will receive a 2% Cost of Living Adjustment (COLA) and no step on July 1, 2024, and a 1.5% COLA and mid-year step on the start of the first pay period in January 2025.

Senior Lead-Differential: Personnel designated as a senior lead will have the index outlined below applied to their salary.

- Less than 5 employees - 12%
- 5 to 10 employees - 14%
- More than 10 employees - 16%

Longevity Pay

- \$.50 per hour - 15 to 19 years of service with the Howard County Public School System
- \$.90 per hour - 20 to 24 years of service with the Howard County Public School System
- \$ 1.25 per hour - 25 to 29 years of service with the Howard County Public School System
- \$ 1.50 per hour - 30 to 34 years of service with the Howard County Public School System
- \$ 1.75 per hour - 35 or more years of service with the Howard County Public School System

•Longevity payments are not cumulative from year-to-year. •Employees hired before April 1 of a fiscal year will be granted a full year toward longevity.

Licensure: Employees who hold a CDL Class A or CDL Class B license and required to operate vehicles that require this license as part of their position will receive a payment of \$.50 per hour.

APPENDIX B-3

(Custodial Salary Scale)

*For reference purposes only, management will notate which positions fall within each salary grade.

FISCAL YEAR 2025						
(EFFECTIVE July 1, 2024)						
GRADE	II	III	IV	V	VI	VII
Step						
1	16.72	17.29	17.89	18.53	19.21	19.90
2	17.38	17.98	18.60	19.27	19.98	20.69
3	17.60	18.22	18.85	19.57	20.72	21.51
4	17.81	18.42	19.09	19.98	20.99	22.04
5	18.02	18.62	19.33	20.26	21.27	22.31
6	18.25	18.85	19.58	20.47	21.51	22.53
7	18.45	19.05	19.77	20.80	21.82	22.92
8	18.67	19.31	20.27	21.27	22.33	23.42
9	18.89	19.77	20.80	21.82	22.92	24.05
10	19.75	20.77	21.78	22.91	24.00	25.22
11	20.77	21.78	22.91	24.00	25.22	26.44
12	21.78	22.91	24.00	25.22	26.44	27.76
13	22.61	23.77	24.88	26.21	27.51	28.85
14	23.34	24.45	25.67	26.94	28.31	29.73
15	24.20	25.44	26.73	28.08	29.47	30.93
16	24.85	26.09	27.41	28.77	30.21	31.70
17	25.17	26.40	27.69	29.11	30.56	32.07
18	26.08	27.33	28.65	30.12	31.56	33.16
19	26.30	27.58	28.95	30.37	31.88	33.50
20	26.57	27.86	29.20	30.67	32.19	33.80
21	26.86	28.15	29.52	30.97	32.50	34.09
22	27.17	28.46	29.82	31.31	32.80	34.41
23	27.72	29.05	30.41	31.92	33.47	35.10
Over 23	28.33	29.65	31.06	32.57	34.12	35.78

AFSCME unit members will receive a 2% Cost of Living Adjustment (COLA) and no step on July 1, 2024, and a 1.5% COLA and mid-year step on the start of the first pay period in January 2025.

Senior Lead Responsibility Differential: Personnel designated as Senior Lead will have the index outlined below applied to their salary.

- Less than 5 employees - 12%
- 5 to 10 employees - 14%
- More than 10 employees - 16%

Day Building Supervisor III: Personnel designated as Day Building Supervisor III will have a 10% index applied to their salary.

Longevity Pay

- \$.50 per hour - 15 to 19 years of service with the Howard County Public School System
- \$.90 per hour - 20 to 24 years of service with the Howard County Public School System
- \$ 1.25 per hour - 25 to 29 years of service with the Howard County Public School System
- \$ 1.50 per hour - 30 to 34 years of service with the Howard County Public School System
- \$ 1.75 per hour - 35 or more years of service with the Howard County Public School System

- Longevity payments are not cumulative from year-to-year.
- Employees hired before April 1 of a fiscal year will be granted a full year toward longevity.

Licensure: Employees who hold a CDL Class A or CDL Class B license and required to operate vehicles that require this license as part of their position will receive a payment of \$.50 per hour.

*For reference purposes only, management will notate which positions fall within each salary grade.

APPENDIX B-4
PAYROLL DEDUCTIONS

Payroll deductions will be available at the request of the individual employee. The Board will not make any voluntary deductions without written consent from the employee.