

MASTER AGREEMENT

between the

BOARD OF EDUCATION OF HOWARD COUNTY

and the

**AMERICAN FEDERATION OF STATE, COUNTY,
AND MUNICIPAL EMPLOYEES**

COUNCIL 67 – LOCAL 1899

BEGINNING JULY 1, 2009

and

ENDING JUNE 30, 2011

Two Year Agreement

**Master Agreement
The Board of Education of Howard County
and the
American Federation of State, County, and Municipal Employees**

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**ARTICLE 1
GENERAL PROVISIONS OF THE AGREEMENT**

**Section 1
Purpose**

It is the purpose of this Agreement to promote and ensure harmonious relations, cooperation and understanding between the “Board/designee” and the “Union” to ensure collective bargaining on wages, hours, and working conditions.

**Section 2
Definition of Terms**

- (a) The Board of Education of Howard County is hereinafter referred to as “the Board/designee.”
- (b) The American Federation of State, County, and Municipal Employees, Council 67-Local 1899, is hereinafter referred to as “AFSCME” or the “Union.”
- (c) “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.
- (d) Seniority means an employee’s continuous regular employment with the Howard County Public School System.
- (e) The Department of Education is hereinafter referred to as the “Department,” which refers to the administrative offices of the Department of Education.

**Section 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 the financial provisions of this Agreement cannot be fulfilled. At that time, the Board and Union will renegotiate the appropriate fiscal items.

**Section 4
Union Recognition**

The Board 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.

In addition, the Union representative shall be entitled to accompany an employee to any hearing or meeting involving disciplinary action taken against the employee.

ARTICLE 2
GRIEVANCE PROCEDURES
Section 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 his/her immediate supervisor may be submitted through the grievance procedure. A grievance is any allegation by a classified 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. 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

It is most desirable for an employee and his/her 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.

Section 3
Step I

The employee must submit a written statement regarding the alleged grievance to his/her immediate supervisor within seven (7) working days following the date of the occurrence (of the alleged grievance). The employee's written statement must include:

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

The immediate supervisor shall offer to meet with the employee within seven (7) working days after receiving the written statement from the employee. The immediate supervisor shall respond to the employee in writing within ten (10) working days as to his/her disposition of the grievance. In the event that the employee is not satisfied with the supervisor's response, he/she may appeal the decision by following the procedures set forth in Step II. If the immediate supervisor does not respond within ten (10) working days, the employee may appeal to Step II of

the grievance procedures. If the employee does not appeal to Step II within seven (7) working days, the grievance shall be deemed settled.

**Section 4
Step II**

Within seven (7) working days of receipt of the 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 seven (7) 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.

**Section 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 Department.

**ARTICLE 3
PROBATIONARY PERIOD
Section 1**

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 the right of appeal. The Director of Human Resources reserves the right to extend the probationary period. Written notification will be provided to the employee whose probationary period is extended beyond the normal six (6) month period. An employee's probationary period may not be extended more than six (6) months. Employees on extended probation may utilize their earned annual or personal leave.

The initial evaluation will take place no more than six (6) months from the date of hire. Any probationary 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 first evaluation. For any evaluation less than satisfactory, the evaluator shall provide written suggestions for improvement.

A current employee promoted into a new position or entering a new position from a non-bargaining unit will serve a re-evaluation period of 60 working days in the new position.

ARTICLE 4
LAYOFFS AND RECALL
Section 1
Layoffs

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

- (a) Temporary employees, within the grade/classification
- (b) Probationary employees, within the classification
- (c) If a layoff involves more employees than noted in (a) and (b) above, the following criteria will be utilized:
 - Needs of the school system
 - Qualifications and ability of the individual
 - Seniority in the school system

If the Department contracts out for work performed by Union employees and this action results in a reduction-in-force, any employee affected will be placed in the next available position in the Unit for which he/she is 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

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

Section 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 the Human Resources office 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.

**ARTICLE 5
HOLIDAYS**

Section 1

Holidays Recognized and Observed

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

- 4th of July
- Labor Day
- Primary Election Day (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 and Easter Monday
- Memorial Day
- Rosh Hashanah, and Yom Kippur (if approved in the school calendar)

Holidays will be observed on the dates on which they fall unless noted otherwise.

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

**Section 2
Holiday Work**

If an employee works on any of the above listed holidays, he/she shall be paid for one and one-half times his/her hourly rate for all hours worked in addition to the regular holiday pay.

**Section 3
Holidays During Leave**

When a holiday falls during an employee's vacation leave, the employee shall not be charged vacation 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 his/her holiday pay.

**ARTICLE 6
VACATION/ANNUAL LEAVE**

- (a) 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	10
2	13
3-6	16
7-9	17
10+	20

- (b) Annual leave shall be earned on a monthly basis according to the following schedule:

<u>Month</u>	<u>Leave Days/Annually</u>				
	<u>10</u>	<u>13</u>	<u>16</u>	<u>17</u>	<u>20</u>
July	.5	1.0	1.5	1.5	1.5
August	1.0	1.0	1.0	1.5	2.0
September	1.0	1.0	1.5	1.5	1.5
October	.5	1.0	1.0	1.0	1.5
November	1.0	1.0	1.5	1.5	2.0
December	1.0	1.5	1.5	1.5	1.5
January	.5	1.0	1.5	1.5	1.5
February	1.0	1.0	1.0	1.0	2.0
March	1.0	1.0	1.5	1.5	1.5
April	.5	1.0	1.0	1.5	1.5
May	1.0	1.0	1.5	1.5	2.0
June	1.0	1.5	1.5	1.5	1.5

- (c) Newly hired employees shall not be eligible to use annual leave until the initial probationary period has been satisfactorily completed.
- (d) Annual leave must be requested at least 24 hours in advance on the form prescribed by the Department. The 24 hour notification may be waived in emergency situations as determined by the Superintendent/designee.
- (e) Annual leave must be requested and used in no less than 1/2-day increments.
- (f) The Superintendent/designee shall inform the employee of the disposition of any leave request.
- (g) 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.

- (h) 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. Upon termination of employment, an employee shall be paid for any unused annual leave not to exceed the aforementioned limit.

**ARTICLE 7
SICK LEAVE**

**Section 1
Rate**

Employees shall earn one (1) day per month of paid sick leave with unlimited accumulation. 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 Howard County Public School System. The employee may be required to furnish a doctor's statement describing the illness or disability for which sick leave was used. Employees may not use sick leave in excess of the number of earned days unless they are granted days from the employees' sick leave bank. The enrollment period for the sick bank shall be September 1st to October 31st of each year.

**Section 2
Sick Leave Bank**

Employees who have successfully completed the required probationary period shall be entitled to contribute to and belong to a sick leave bank. The enrollment period for employees shall be from September 1 to October 31 of the current year. All employees will be granted the option of donating up to ten (10) days of sick leave to the sick leave bank at the end of the calendar year.

**ARTICLE 8
CHILD REARING LEAVE**

Child rearing leave may be granted for a period not to exceed three (3) years starting within one year of the date of the birth or adoption of the employee's child. The employee must apply on the prescribed form to the Superintendent's designee. The application shall contain the requested date for commencement of the leave.

- (a) Nonprobationary Employees - Child rearing leave shall be limited to nonprobationary Unit employees.
- (b) 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.
- (c) 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.

**ARTICLE 9
OTHER LEAVES
Section 1
Eligibility Requirements**

Unit members shall be eligible for leaves of absence after having successfully completed any required probationary period of at least six (6) months.

**Section 2
Military Leave**

Consideration will be given to a Unit member's written request for leave of absence for military service not to exceed three (3) weeks. An employee's request shall state the beginning date of the leave and the approximate length of time he/she expects to be on leave. A leave request should be given to the supervisor for forwarding, with his/her recommendation, to the Director of Human Resources, who will take action on the request and notify the employee in writing.

**Section 3
Bereavement Leave**

An employee shall be allowed five (5) consecutive workdays of absence without loss of salary upon the death of the employee's relative as noted below.

- child
- brother
- husband
- mother-in-law
- son-in-law
- brother-in-law
- grandparent of spouse
- grandchildren
- Any person who lived regularly in the household of the employee within the past five (5) years.
- validated same-sex domestic partner
- parent
- sister
- wife
- father-in-law
- daughter-in-law
- sister-in-law
- grandparents
- stepchildren

Two (2) consecutive work days of bereavement leave shall be allowed for the death of each aunt, uncle, niece or nephew of the employee, not to exceed a total of five (5) days each calendar year. An employee may use personal or annual leave to extend bereavement leave if approved in accordance with provisions in Articles 6 and 9, Section 6.

One (1) day of bereavement leave per year shall be allowed for the death of the employee's former wife/husband or biological parent of employee's child, provided there is a biological-parent relationship.

A birth certificate must be provided that identifies the employee as the parent of the child.

Acceptable forms of verification for bereavement leave are as follows: obituaries, church programs, funeral home records, and state-issued death certificates.

Section 4 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 his/her immediate supervisor in advance concerning dates of absences for jury duty.

An employee shall be granted paid leave for a court subpoena as a witness provided the subpoena is:

- (a) Not related to any suit or litigation brought against the Board or its employees by the employee requesting leave.
- (b) Not related to criminal or non-work-related civil charges brought against the employee.

Section 5 Worker's Compensation Leave

Whenever an employee 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 work 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. The 90-day period must occur within one year of the date of compensable injury. Any Workers' Compensation payment made for temporary disability due to said injury and applicable to the aforementioned 90 work day period shall be endorsed over to the Department.

If the employee continues on temporary total disability from Worker's Compensation beyond the 90 work day period, these options shall be available to him/her:

- (a) The employee may elect to use his/her earned leave or sick leave, during which period he/she shall receive his/her regular salary, plus any amount paid as temporary disability under Workers' Compensation Law.
- (b) The employee may apply for General Leave under Article 9 of this agreement without affecting any benefits which may be due under the Workers' Compensation Law.

Section 6 Personal Leave

Employees receiving annual leave may be absent from duty without loss of pay for two (2) days for business or personal matters that cannot be transacted during the workday. Rules regarding personal leave are as follows:

1. Notification of intended use of personal leave shall be made in writing to the immediate supervisor 24 hours in advance of taking personal leave. A waiver concerning the 24-hour prior notification may be granted for emergency reasons. Approval must be obtained from the immediate supervisor.
2. Unused personal leave shall be cumulative up to four (4) days.
3. Days in excess of four (4) will be transferred to sick leave.
4. Personal leave may not be taken on the workday preceding or following a holiday or vacation day.
5. Abuse in the use of personal leave shall result in the loss of pay for the personal leave day.
6. Personal leave must be taken in one-half or full-day increments.
7. An employee on probation shall earn personal leave, but must complete the probationary period to be eligible to use personal leave. Employees having successfully completed any Department required probationary period of six (6) months may be eligible to apply for personal leave at any time.
8. Employees shall not be required to provide reasons for use of personal leave.
9. Employees who vacate their position and who have used more personal leave than earned shall be required to reimburse the Board or have their pay adjusted for the appropriate number of days.

Section 7 General Leave

The Superintendent/designee may grant leave without pay for up to three (3) 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.

Reassignment will be made when there is a vacancy for which the employee is qualified.

When the employee is reinstated, it shall be with no loss of accumulated benefits. If the employee returns to the same position, he/she will be reinstated at the same grade and step as

prior to the leave. If the employee returns to a different position, he/she will be reinstated at the appropriate grade and step for which he/she is qualified.

Section 8
Benefits While on Leave Without Pay

While on approved leave without pay any employee shall have the option to remain an active participant in the State Retirement System in accordance with the rules and regulations of the State Retirement System. 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

The regular daily hours of work shall be consecutive except that they may be interrupted for a lunch period.

Section 2
Work Week

The regular workweek shall consist of five (5) consecutive eight (8) hour days Monday-Friday within a seven (7) day period. The regular work week may be adjusted for emergency reasons or for personnel assigned less than full time. The Superintendent/designee may also adjust the workweek to meet school system needs and shall provide the employee with two (2) weeks' notice of the change, except for emergency situations.

Any bargaining unit member assigned to work Saturday in addition to his/her five (5) day work week shall be compensated at an hourly rate 1-1/2 times his/her normal hourly rate provided that the hours worked on Saturday are above 40 hours in the work week. The Superintendent/designee shall assign volunteers for Saturday duty.

Section 3
Meal Period

All employees shall be granted a meal period during each work shift. Whenever possible, the meal period shall be scheduled near the middle of each shift.

Section 4 Call Out Time

Employees called back to work outside of their regularly scheduled shift, excluding work that is an extension of the normal work day, shall be paid for a minimum of four (4) hours' work.

Section 5 Snow Emergency

If all schools and the central office are closed for inclement weather, 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. In the event of a school closing due to inclement weather, members of the bargaining unit shall be allowed to report up to one (1) hour late without loss of pay.

In the event of inclement weather during the night shift, members of the bargaining unit may be allowed to leave work early without loss of pay if determined so by the Superintendent/designee.

When schools are closed for inclement weather, employees reporting to work at their regular time may be dismissed up to one (1) hour early without loss of pay.

When the Superintendent/Designee decides that an employee who has been designated as an emergency employee has become stranded overnight at his/her work site due to inclement weather, the employee shall receive an additional leave day.

The Board will make every effort to ensure that an employee is not required to operate a snow removal vehicle for more than sixteen consecutive hours. Should an employee be required to operate a snow removal vehicle for sixteen consecutive hours, the Board will, at its discretion, send the employee home for an eight hour break or provide a place on site for the employee to rest for a minimum of four hours. The hours an emergency employee is required by the Board to remain on call at the work site shall be considered time worked.

The Board will make every effort to assign at least two employees at a site to clear pathways and sidewalks, but it is recognized that circumstances and staffing may not make this feasible.

In the event the county terminates its present practice of providing meals to emergency employees, the board will make provisions to provide meals to emergency employees involved in snow removal operations who are required to work two or more hours in excess of their normal shift.

Section 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. The Board will notify the union president whenever vacancies for unit members covered by this agreement are advertised outside of the school system.

ARTICLE 11
OVERTIME/NIGHT SHIFT CLASSIFICATION

Section 1
Rate of Pay

Time and one-half the employee's hourly rate of pay shall be paid for work as follows:

- (a) All work in excess of forty hours in any week.
- (b) Any work on a holiday recognized by the Board and approved in advance.

Section 2
Conditions

Overtime shall be voluntary except in situations as determined emergency by the immediate supervisor. 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 the Superintendent/designee.

Section 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 shift 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

The Department 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 Department under emergency situations.

**Section 5
Classification**

When an employee is temporarily assigned to perform the duties of a higher classification and he/she is 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 work days, to include holidays, regardless of the occurrence, with pay made retroactive to the first day of the new assignment.

**Section 6
Unreported Overtime**

For unreported overtime involving more than eight (8) hours in any pay period, the employee will receive his/her overtime within 72 hours after the scheduled pay date or within 72 hours after the payroll department is notified in writing of the unreported overtime by the school principal or supervisor, whichever is later.

**ARTICLE 12
SAFETY AND HEALTH**

**Section 1
Board-Union Cooperation**

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.

**ARTICLE 13
DELIVERY SERVICES**

**Section 1
Delivery Service/Pony**

AFSCME shall be permitted to utilize the school delivery system (Pony) for the distribution of official Union notices, provided such distribution does not interfere with the distribution of the materials of the school system. However, the Union agrees not to use the school delivery system for the following:

- (a) Advocacy or action on the part of employees which is contrary to policies, regulations, and directives of the Board or its staff.
- (b) Political materials, advertisements, or endorsements.
- (c) Materials advertising brand name products or business establishments.

**ARTICLE 14
EMPLOYEE BENEFITS**

**Section 1
Health-Medical Insurance**

Employee benefits related to health-medical insurance are hereafter identified in a memorandum provided by the Department to the Union entitled: "Health and Medical Benefits/Fiscal Years 2006 and 2007."

Employees hired after July 1, 1993 may not select the "Traditional Medical Plan."

**Section 2
Group Life Insurance**

The Department 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 (2) times the amount.

**Section 3
Uniform Allotment**

Upon the completion of his/her probationary period, an employee shall be provided eight (8) sets of uniforms, of which up to three (3) pairs of pants may be winter (lined pant leg). Employees may substitute a sweatshirt for an item or items of equal value. 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 president shall be notified in writing. Employees not receiving the total number of uniforms, or who have uniforms that have been determined by the Board to be unserviceable that have not been replaced, shall not receive any disciplinary action. In the event that the Board adopts a "Casual Friday Policy," the Board will adopt provisions that will accommodate employees required to wear uniforms.

**Section 4
Tuition Reimbursement**

The Department will reimburse tuition costs for courses employees take to improve skills necessary for their job and/or advancement if the courses are approved in advance and completed satisfactorily. The total lifetime maximum amount of reimbursement that any employee shall be eligible for will be \$7,000.

ARTICLE 15 UNION RIGHTS

Section 1 Dues Deduction

The Department agrees to deduct from employees salaries Union membership dues and representation fees through a written authorization prepared by the Union or Department.

The Department agrees to transmit monies collected on a monthly basis to the Union.

The Department agrees to deduct the Union membership dues and representation fees in equal installments from the pay of those employees who individually request in writing that such deductions be made. Such requests will remain in effect for subsequent years unless written termination is received by the Department within ten (10) days after the first day of school for students.

Employees no longer eligible for representation by the Union shall be eligible to terminate deductions at any time with written notice to the Department.

The Union shall certify to the Department in writing the current rate of membership dues and representation fees. The Union will provide the Department with thirty (30) days written notice prior to the effective date of any rate change. The Union shall also notify members prior to any rate change.

Section 2 Nondiscrimination

The Board agrees not to discriminate or take reprisals against any member solely for reason of his/her 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, 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 Board to the Union.

Section 3 Visitation Privileges for Union Representatives

Authorized representatives of the Union, after showing the proper credentials to the principal or to the person in charge at a work location, shall be permitted to meet with unit members on school grounds provided these visits are before or after required working hours. AFSCME shall

provide the Department with the names of these authorized representatives prior to the effective date of this agreement and shall advise the Department in writing of changes in these names after the date.

Section 4
Use of Equipment/Supplies/Facilities for Union Business

Union representatives and Unit members shall be prohibited from utilizing Department equipment, supplies, and materials for Union business. The Union may utilize school facilities for meetings provided application is made and approval is granted.

Section 5
Union Business

The Superintendent/designee recognizes no more than a total of six (6) shop stewards and the Union president and his/her designees in matters relating to this agreement provided that any Union business conducted during the assigned workday is:

- (a) Approved in advance by the Superintendent/designee.
- (b) Deducted from an annual allocation of thirty (30) Union business leave days.

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

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

Section 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

The Department shall provide the Union with a list of all Unit employees with work location on or about the first of each month.

Section 9
Board Materials

The Department shall provide the Union with printed Board agendas, Board minutes, and other Union-related materials.

Section 10
Bulletin Boards

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

Section 11
Regulatory Provisions

The Superintendent/designee shall provide the Union president with copies of any regulatory provisions that change during the agreement period. The purpose of the distribution is for information purposes.

Section 12
Employee Orientation

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

Section 13
Job Descriptions

The Union president or his/her designee shall receive a copy of all circulars.

Bargaining unit members shall be provided with a copy of their job description at the time of their initial employment.

The Union president or his/her designee shall receive a copy of any Board of Education policy that has been revised.

Section 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.

On January 1st of each year the Union shall receive a copy of all Board of Education policies, regulations, and procedures.

ARTICLE 16
PROMOTIONS AND TRANSFERS

Section 1
Promotion

All vacant promotional jobs shall be advertised in writing and made available by a recorded announcement through the Human Resources office. 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

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

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 30 working days from the date of the promotion.

Section 2
Involuntary Transfer

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

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

Section 3
Voluntary Transfer

Employees who desire to transfer to another building or department must request a transfer on the prescribed form. Voluntary transfer requests will be processed within 30 days of receipt and the employee will receive notification from the Office of 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

**ARTICLE 17
MILEAGE REIMBURSEMENT**

Unit members' use of a private automobile for authorized and approved transportation while on duty shall be reimbursed for mileage at the IRS rate. Day chief 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 Manager. Day chief 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 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 to inspection to that employee by appointment. The file in the Human Resources office 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**

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.

**Section 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.

Section 3 Comments

The employee shall have the right to attach any comments he/she wants to attach to the evaluation materials.

Section 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.

ARTICLE 21 WAGES

Section 1 Wage Schedule

During FY10, employees shall be compensated in accordance with the salary schedules attached to this Agreement and marked Appendix B-1 and Appendix B-2. The attached wage schedule shall be considered a part of this Agreement.

In FY11, AFSCME will receive the equivalent percentage of any salary improvement (including cost of living adjustment and increment) provided to the HCEA bargaining unit.

At the discretion of the Superintendent/designee, employees hired on or after July 1, 2007 may receive credit for related work experience up to the midpoint on the appropriate salary scale.

Section 2 Pay Period

The salaries and wages of employees shall be paid bi-weekly. All employees hired after July 1, 2005 will be required to sign up for direct deposit or obtain a money card.

When banks are closed on the regularly scheduled pay date, the Department shall distribute checks on the nearest working day prior to the scheduled pay date.

Section 3 Salary Equalization

Should employees represented by unions other than AFSCME receive negotiated cost of living allowance salary improvements above those negotiated for AFSCME, AFSCME members will

receive the equivalent cost of living allowance salary improvement. This provision shall apply to the first year of the agreement (Fiscal Year 10).

ARTICLE 22 EMPLOYEE DISCHARGE

Cause - No employee will be discharged without just cause.

ARTICLE 23 REPRESENTATION FEE

An employee who chooses not to join the Union shall pay a representation fee as provided in this section.

1. The representation fee will take effect when 51% plus one (threshold percentage) of the unit members have joined the Association as dues-paying members.
2. If on June 15th of any fiscal year the Union attains the threshold percentage, it may institute a representation fee for the following fiscal year, in accordance with sections 3-6.
3. AFSCME shall send formal notice and documentation to the Superintendent/designee. Within 10 days of receiving the Union's notice, the Superintendent/designee shall in writing confirm or dispute the membership percentage. If the Superintendent/designee disputes the percentage, AFSCME and Superintendent/designee shall meet to review the data. The implementation date shall begin 30 days from the date of the Director's confirmation letter.
4. Any employee hired after the implementation date shall pay either member dues or a representation fee.
5. The Board shall begin payroll deductions for representation fees within two pay periods of receiving the employee's authorization for payroll deduction for representation fees from the Association.
6. Representation fees will be prorated if the implementation date or date of hire begins after the start of the school, for that year only.
7. Annually, AFSCME shall report to the Board the percentage of Union membership on June 15 of that year. The Board shall have the right to access Union and payroll records to verify the percentage.
8. AFSCME must maintain at least a 51% plus one membership percentage for the representation fee to continue from year to year ("continuing threshold percentage"). If the percentage of AFSCME membership falls below the threshold percentage in any year

If an employee who is required to pay a representation fee fails to do so, it is solely the responsibility of the Union to take appropriate steps - including the commencement of legal action against the employee - to collect the amount in question.

Protest Procedure and Escrow Provisions

1. Any employee who is obligated to pay a representation fee as described herein, shall have the right to protest and dissent from the amount of the representation fee, including the method of the assessment of the fee; the manner in which the representation fee was determined; the calculations involved; and the financial information upon which the representation fee was based. Such protests shall be handled exclusively in the manner herein.
 - a. Within thirty (30) days after the cause or reason for any protest shall occur, the affected employee, for himself or herself, shall file a written statement of protest with the Union and Board, in identical duplicate copies. A letter stating the employee's grounds for objection shall be sufficient. However, any objection not filed within thirty (30) days shall be deemed to have been waived as not timely filed. Any objection to the amount of computation of the fee in any school year must be filed within thirty (30) days after notice of that fee.
 - b. A dissenting employee timely filing his or her own written objection shall be entitled to have his or her protest expeditiously resolved by an impartial arbitrator. The impartial arbitrator shall be selected by the Union and the employee and the dispute resolved as follows:
 - 1) The employee shall file his or her protest in writing with the Union and the Board within thirty (30) days after receiving notice of the representation fee. The protesting employee shall state the basis for the protest. The written protest may be sent via certified mail, registered mail, or hand delivered to both AFSCME and the Board.
 - 2) AFSCME may answer the objections of all employees in a single written response, but such response shall be placed in either the interdepartmental mail or regular mail within thirty (30) days after the objections period that is referred to in section 1a has expired.
 - 3) If no resolution is reached, the Union will request the Federal Mediation and Conciliation Service (FMCS) to provide a list of seven (7) arbitrators who are each members of the National Academy of Arbitrators. The selection of the arbitrator will be made by alternate strikes from the list furnished by FMCS until one name remains who shall be the arbitrator to hear and determine the objections of all employees who file timely written protests. The employees shall have the right to exercise the first strike. However, if the objecting employees cannot agree on a single spokesperson to strike for an arbitrator, then the Union may request either the Director of the Federal Mediation and

Conciliation Service or the Director of the Maryland State Mediation Service to assist in selecting an arbitrator, either by striking for an arbitrator or by choosing one name off of the list of seven provided by the FMCS.

- 4) The protesting employees and the Union shall each be solely responsible for their own attorney's fees and other representation costs and shall equally split all arbitration related costs.
 - 5) The arbitration shall consolidate the objections of all employees and shall issue one opinion to determine their claims. To the extent permitted by law, the decision of the arbitration shall be final and binding on all protesting employees and the Union.
 - 6) The arbitrator shall be limited in authority to rule upon the issue or issues stated in the written protest submitted by the protesting employee. The arbitration may refer to and rely on existing legal authority on agency or representation fees outside of the Addendum when ruling on the amount of the fee.
2. Written notice of protest by an employee shall not relieve him or her of the obligation to pay the representation fee. However, immediately upon receipt of the notice of protest, the Union shall place the amount of the protesting employee's representation fee which is in dispute in an escrow fund, and shall continue to place the challenged portion of representation fee in escrow until the protest is resolved. AFSCME shall be obligated only to so segregate the funds of protesting employees.
 3. The fund shall be maintained by the Union at an independent bank or trust company and the agreement therefore shall provide that the escrow account be interest bearing. AFSCME shall not invade the fund until the receipt of the opinion of the arbitrator, and then only in accordance with that decision.
 4. AFSCME shall furnish protesting employees with verification of the terms of the escrow arrangement and, on reasonable request, the status of the fund as reported by the bank.
 5. When issuing a decision and award, the arbitrator shall determine the disbursement of the disputed representation fee held in escrow and the Union shall not release the funds to its general account or to a protesting employee except by direction of an arbitrator or by mutual agreement of the Union and the protesting employees.

AFSCME shall indemnify and save the Board harmless against any and all claims, demands, suits, or any other forms of liability that shall rise out of or by reason of action taken or not taken by the Board for the purposes of complying with any of the provisions of this Article, or in reliance of any list notice, or assignment furnished under any such provisions, including the representation fee language. AFSCME assumes full responsibility for all aspects of the administration of this section, including, without limitation, the calculation, assessment, collection, and disposition of funds.

ARTICLE 24
EFFECTIVE PERIOD OF AGREEMENT

Section 1
Length of Agreement

This agreement shall become effective as of July 1, 2009 and shall continue in full force and effect until June 30, 2011.

Section 2
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, 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-Section 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, 2009 and/or July 1, 2010, the Board and Union will meet to renegotiate monetary and language issues.

Section 4
Duration

Negotiations for Fiscal Year 2012 will begin on or about December 1, 2010 or as mutually agreed upon by the Union and the Superintendent/designee.

In witness whereof, the parties hereunto set their hand and seals this 25th day of June, 2009.

BOARD OF EDUCATION OF HOWARD COUNTY

By: _____
(Chairman)

(Superintendent)

**AMERICAN FEDERATION OF STATE, COUNTY, AND
MUNICIPAL EMPLOYEES-COUNCIL 67-LOCAL 1899**

By: _____
(President)

(Secretary)

(Staff Representative)
AFSCME-Council 67-AFL-CIO

APPENDIX A

Labor/Management Committee

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 the grievance procedure. Additionally, it is recognized that neither party will submit or otherwise seek modification of any negotiated term or condition of the agreement through the Labor/Management Committee and no bargaining will take place.

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 67, the Superintendent or designee, chief business officer, and chief negotiator for the Board. At any meeting of the Labor/ Management Committee, either party may be represented by up to four additional members. Both parties may rotate these members in order to accommodate discussion of scheduled agenda items at meetings.

Chairperson

A Standing member of the Labor/Management Committee calling the meeting will chair the meeting.

Minutes

It will be the responsibility of the standing member calling and chairing the meeting to record the minutes that will be signed by the standing members in attendance, attesting to their accuracy. Copies of the minutes will be distributed to all members who were in attendance at the meetings.

Date, Time, and Agenda of 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 agenda shall 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 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.

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.