

**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, 2019**

*and*

**ENDING JUNE 30, 2022**

**Three Year Agreement**

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

**CONTENTS**

<b>ARTICLE</b>	<b>SUBJECT</b>	<b>PAGE</b>
Article 1	General Provisions of the Agreement	3
Article 2	Grievance Procedures	4-5
Article 3	Probationary Period	5
Article 4	Layoffs and Recall	5-6
Article 5	Holidays	6-7
Article 6	Vacation/Annual Leave	7-8
Article 7	Sick Leave	8
Article 8	Child Rearing Leave	9
Article 9	Other Leaves	9-11
Article 10	Hours of Work	12-13
Article 11	Overtime/Night Shift Classification	13-14
Article 12	Safety and Health	14
Article 13	Delivery Services	15
Article 14	Employee Benefits	15-22
Article 15	Union Rights	22-25
Article 16	Promotions and Transfers	25-26
Article 17	Mileage Reimbursement	26
Article 18	Work Stoppage	26
Article 19	Personnel Files	26
Article 20	Evaluation	27
Article 21	Wages	27
Article 22	Employee Discipline and Discharge	28
Article 23	Labor Management Committee	28-29
Article 24	Effective Period of Agreement	29-30
Appendix B	Benefits Advisory Committee	B-1
Appendix B	Salary (Maintenance/Warehouse)	B-2
Appendix B	Salary (Custodial)	B-3
Appendix B	Payroll Deductions	B-4

**ARTICLE 1  
GENERAL PROVISIONS OF THE AGREEMENT**

**Section 1  
Purpose**

It is the purpose of this Agreement is 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**

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

The American Federation of State, County, and Municipal Employees, Council 67-Local 1899, is hereinafter referred to as “AFSCME” or the “Union.”

“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.

Seniority means an employee’s continuous regular employment with the Howard County Public School System.

The Board of Education is hereinafter referred to as the “Board,” which refers to the administrative offices of the Board 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.

## **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 ten (10) 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 ten (10) 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 ten (10) working days, the grievance shall be deemed settled.

### **Section 4 Step II**

Within ten (10) 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 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.

**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 Board.

**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 cause. The Executive 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 may not use earned annual or personal leave during their normal probationary period. 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 another 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:

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

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 Board 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.

If one of the holidays listed above is changed to a scheduled work day 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 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**

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

Length of Service/Years Number of Annual Leave Days

1	10
2	13
3-6	16
7-9	17
10+	20

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

<u>Month</u>	Leave Days/Annually				
	10	13	16	17	20
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

Newly hired employees shall not be eligible to use annual leave until the initial probationary period has been satisfactorily completed.

Annual leave must be requested at least 24 hours in advance on the form 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 on the form prescribed by the Board.

Employees must request and use vacation/annual leave beginning with one (1)- full hour increment and then in increments of one-half (.5) hour.

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.

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

***Employees employed as of July 1, 2020 will receive 1 additional day of annual leave in FY21.***

## **ARTICLE 7 SICK LEAVE**

### **Section 1 Rate**

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. 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 amount of days.

Accumulation - Unused sick leave shall accumulate from year to year without limit.

Up to ten (10) days of sick leave may be used for illness in the immediate family which also includes same-sex domestic partners.

Employees must request and use sick leave beginning with one (1)-full hour increment and then in increments of one-half (.5) hour.

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. If a department head/designee has reason to believe that sick leave privileges are being abused, he or she may require the employee to furnish a medical certificate stating the need for leave or any period of sick leave. The enrollment period for the sick bank shall be September 1st to October 31st of each year.

Previously accumulated sick leave will be restored to all employees who return to the Howard County Public School System.



**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.

**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.

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 re-evaluation period.

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.

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  
Military Leave**

Requests for leave for military service should be submitted to the Office of Human Resources and will be approved in compliance with current federal law/regulation.

Eligible employees will also receive up to 15 days of paid leave per year for military training.

**Section 2  
Bereavement Leave**

An employee shall be granted five (5) consecutive duty days of absence without the loss of salary for a death in the immediate family. Immediate family shall include child, parent, brother, sister, husband, wife, domestic partner, mother-in-law, father-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, grandparent, grandchild, step-child, step-parent, step-brother, step-sister, grandparent of spouse/domestic partner, 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.

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.

One day of the allowable bereavement leave may be used within 90 work days of the relative's death to attend a memorial service. The 90 day time limit may be waived by the Office of Human Resources on a case-by-case basis.

### **Section 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 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 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**

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.

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.

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 he/she is being paid temporary disability under the workers' compensation law.

If the employee continues on temporary total disability from workers' compensation beyond the 90 work day 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 him/her.

The employee may elect to use his/her earned leave or sick leave to make up the difference between Workers' Compensation benefits and his/her 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 his/her regular gross pay. This supplemental pay will be charged against available sick leave on a pro-rated basis.

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 5 Personal Leave**

Three (3) days of paid personal leave per year shall be provided to each employee.

Accumulation - Unused personal leave shall be allowed to be accumulated, up to a maximum of five (5) days, with no more than four (4) days to be used consecutively. Any personal leave accumulated beyond five (5) shall be converted to sick leave.

Notice - The employee will notify his/her supervisor twenty-four (24) hours in advance of his/her absence except in cases of emergency. Employees shall not be required to give reasons.

Personal leave may not be taken on the day preceding or following a holiday or vacation except upon approval of the Superintendent's designee.

Employees must request and use personal leave beginning with one (1)-full hour increment and then in increments of one-half (.5) hour.

An employee on probation shall earn personal leave, but must complete 3 months of the probationary period to be eligible to use personal leave.

### **Section 6 General Leave**

The Superintendent/designee may grant leave without pay for up 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.

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 7 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 minimum of four (4) hours' work. Call-out time provisions, including the four-hour minimum compensation, will only apply when an employee handles an assignment for which he or she did not receive notice of prior to the end of their current work shift.

Employees called to handle an assignment remotely and outside 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 an assignment for which he or she did not receive notice prior to the end of their current work shift.

### **Section 5 Inclement Weather 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. Employees reporting to work at their regular time may be dismissed up to one (1) hour early without loss of pay.

In the event an employee is scheduled to report to work before the Superintendent/Designee announces that all schools and central office are closed and does so, such employee shall be compensated at the emergency employee rate for all hours worked.

When schools and central offices are closed 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 on inclement weather or emergency situations.

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 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 motor vehicle during inclement weather for more than sixteen consecutive hours. Should an employee be required to operate a motor vehicle during inclement weather 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 Howard County Government terminates its present practice of providing meals to emergency employees, the board will make provisions to provide meals to emergency employees involved in inclement weather 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 pay week.
- b) Any work on a holiday recognized by the Board and approved in advance.

c) Employees shall receive a minimum of 4 hours at the overtime rate for scheduled overtime.

**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 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**

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.

**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.

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.

**ARTICLE 13  
DELIVERY SERVICES**

**Section 1  
Delivery Service/Pony**

The Union may utilize the inter-school courier (PONY) service and the Howard County Public Schools' 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. Copies of all materials will be given to the Superintendent/designee twenty-four (24) hours prior to distribution.

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;
- Advertising materials for business establishments or brand name materials not contained in official Union publications.

**ARTICLE 14  
EMPLOYEE BENEFITS**

**Section 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- seven percent (87%) of the premium cost of a group medical plan including prescription drugs for the employee and covered eligible dependents(s).

For each full-time equivalent employee enrolled under the 84-85 Dental Program (Current Dental Plan only), the Board shall pay ninety percent (90%) of the premium cost for individual dental coverage only. The employee may elect to purchase dental coverage for eligible dependent(s).

For employees with a start date on or after July 1, 2011, 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).

The Board will offer employees enrolled under the Variety of Insurance Program (VIP) vision and dental plan(s). Employees may elect to purchase vision and/or dental coverage for eligible dependents.

The selection and removal of health, dental, and/or vision carriers and their respective plans is at the Board's 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"

## Variety of Insurance Program (VIP) Medical, Dental, and Vision Program

### Employee Election of Variety of Insurance Programs (VIP)

Each year during open enrollment as established by the Board, each employee will be required to make an election between participating in the VIP program or continuing his/her participation in the 1984-85 health insurance arrangement.

This election will be irrevocable for the Plan Year.

Once an employee elects to participate in the VIP Program, he/she will not be allowed to participate in the prior insurance arrangement.

The 1984-85 insurance arrangement is as follows:

Employees electing to remain in the 1984-85 medical coverage will be required to contribute 13% of the individual and dependent premiums.

Employees electing to participate in the 84-85 Dental Plan will be required to contribute 10% of the individual premium and 100% of the dependent premium.

All employee contributions will remain on an after-tax basis.

Cost containment measures.

The usual and customary charges will be determined by the third party administrator twice a year by using the average charges for the service area where the services were performed.

(1) Food Service Nutrition Assistants hired on or after July 1, 2000 shall be required to serve a 30 calendar day waiting period beginning in FY08 before becoming eligible for any medical, dental, and/or vision coverage.

(2) Food Service Nutrition Assistants hired after July 1, 1997, may only select from two (2) medical insurance plans as identified by the Board.

### Employee Selection of Optional Benefits under the VIP Program

If an employee elects to participate or becomes eligible to participate in the VIP Program, he/she must select among the optional benefits offered as part of the VIP Program. These optional benefits include:

- Medical Plan(s)
- Dental Plans(s)
- Vision Care Plan(s)
- Flexible Spending Accounts, including:
  - Dependent Care Account
  - Health Care Spending Account
- Benefit Dollars (pro-rated for part-time employees).

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 change in family status (e.g., marriage, divorce, death of spouse or same-sex domestic partner, or child, birth or adoption of child, or termination of employment of spouse or same-sex domestic partner). 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 as established by the Board, employees electing or eligible to participate in the VIP Program will be given the opportunity to change the benefits they have selected. Each year employees will be informed of any changes in the VIP Program. This will give each employee the chance to review and compare various benefit alternatives in order to make the proper selection during the open enrollment period.

Each Medical Plan alternative will have a specified number of "benefit credits" associated with its selection. These benefit credits may be used to purchase any of the optional insured benefits (Vision and Dental Plans or employee contributions for medical coverage) or to contribute to the Dependent Care Account or Health Care Spending Account.

Each insured benefit option (Medical, Vision, and Dental Plans) will have a "price tag" or cost to an employee if that particular benefit is selected. Benefit credits may be used to purchase or pay the price of each insured's benefit selected. Amounts contributed to the Dependent Care Account or Health Care Spending Account are optional with employees choosing to contribute any amount within the plan limits. Employees may, however, purchase benefits whose total price tags exceed their benefit credits. In this case, the employee must make up the difference through employee contributions. All contributions to the VIP Program will be on a pretax basis. This means that federal and state income taxes will not be withheld on employee contributions nor will these contributions be included in an employee's gross wages as reported on W-2 Form. FICA tax will not be withheld. Employee contributions will be included in the annual salary for retirement and life insurance purposes.

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.

Employees may elect to receive their unused benefit dollars in cash, which will be added to their regular pay check. If the employee elects this option, the payments will be prorated on a per-pay basis. This amount is taxable.

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 make their selection in advance of becoming eligible for VIP Program benefits. 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.

### Comparison of VIP Medical Plans

	Summary of Benefits	84-85 Plan (Revised)	Alternate Plan
1.	Hospital Expenses Room, Board & General Nursing	Semi-private room rate for 365 days	Semi-private room rate for 365 days
	Diagnostic Testing Lab Work & X-rays - Inpatient	Covered in full for 365 days	Covered in full for 365 days
	Use of Hospital Outpatient facilities	Covered in full	Covered in full
	Extended care facility	Covered in full for combined hospital maximum of 365 days	Covered in full for combined hospital maximum of 365 days
2.	Physician Services Surgery-Inpatient	100% of the usual and reasonable charge	After \$100/\$200 deductible, plan pays 80% of the next \$2500, 100% thereafter
	Surgery - Outpatient	100% of the usual and reasonable charge	100% of the usual and reasonable charge
3.	Mental and Nervous Inpatient	30 days in full; then after \$100/\$200 deductible, plan pays 80% of covered expenses	30 days in full; then after \$100/\$200 deductible, plan pays 80% of covered expenses
	Outpatient	After \$100/\$200 deductible plan pays 52% of plan allowable amount for the first 20 visits per year, then 50% of the plan allowable amount	After \$100/\$200 deductible, plan pays 52% of plan allowable amount for the first 20 visits per year, then 50% of the plan allowable amount
4.	Other Services Ambulance Service	After \$100/\$200 deductible, plan pays 80% of the next \$2500; 100% thereafter	After \$100/\$200 deductible, plan pays 80% of the next \$2500; 100% thereafter
	Diagnostic Testing, Lab Work & X-rays - Outpatient	100% of the usual and reasonable charge	After \$100/\$200 deductible, plan pays 80% of the next \$2500; 100% thereafter
	Prescription Drug Outpatient	When not covered by any other plan, after \$100/\$200 deductible, plan pays 80% of the next \$2500; 100% thereafter	When not covered by any other plan, after \$100/\$200 deductible, plan pays 80% of the next \$2500; 100% thereafter

	Home Health Care	100% of the usual and reasonable charge for up to 90 days each calendar year. Physician's services limited to one visit per day. Maximum of 40 Home Health Aid visits per calendar year.	100% of the usual and reasonable charge for up to 90 days each calendar year. Physician's services limited to one visit per day. Maximum of 40 Home Health Aid visits per calendar year.
4. Cont.	Orthopedic & Prosthetic Devices Outpatient	After \$100/\$200 deductible, plan pays 80% of the next \$2500; 100% thereafter	100% of the usual and reasonable charge, subject to certain limitations
	Physical Therapy & Rehabilitation Outpatient	After \$100/\$200 deductible, plan pays 80% of the next \$2500; 100% thereafter	After \$100/\$200 deductible, plan pays 80% of the next \$2500; 100% thereafter
	Voluntary Second Surgical Opinion	100% of physician's fee; 100% of X-ray and lab fees	100% of physician's fee; 100% of x-ray and lab fees
	Preadmission Testing	100% of hospital charges ordered by physician	100% of hospital charges ordered by physician
	Chemotherapy - Outpatient	100% of the usual and reasonable charge	After \$100/\$200 deductible, plan pays 80% of the next \$2500; 100% thereafter
5.	Emergency Treatment Hospital Charges	100% of hospital charges within 72 hours of accidental injury or onset of serious illness	100% of hospital charges within 72 hours of accidental injury or onset of serious illness
	Physician's Fees	100% of the usual and reasonable charges within 72 hours of accidental or onset of serious illness	100% of the usual and reasonable charges within 72 hours of accidental or onset of serious illness.
6.	Annual Deductibles	\$100 per individual to a maximum of \$200 per family	\$100 per individual to a maximum of \$200 per family
7.	Maximum out-of- pocket Per Year Individual Family	\$600.00 \$1,200.00	\$600.00 \$1,200.00
8.	Lifetime Maximum Benefit	Basic benefits plus \$1,000,000 Major Medical	Hospital benefits, plus \$1,000,000 Major Medical

## Comparison of Dental Benefits

### 84-85 DENTAL PLAN ALTERNATE

#### 2nd DENTAL PLAN

	% of UCR	Deductible	% of UCR	Deductible
Oral examination	100%	No	100%	No
X-rays 100%	100%	No	100%	No
Fluoride Treatment	100%	No	100%	No
Cleaning	100%	No	100%	No
Emergency Treatment	100%	No	100%	No
Fillings (not gold foil)	100%	No	80%	Yes
Simple Extractions	100%	No	80%	Yes
Root Canal	100%	No	80%	Yes
Prosthetic Repair	100%	No	50%	Yes
Crowns	100%	No	50%	Yes
Space Maintainers	100%	No	100%	No
Surgical Extractions	100%	No	80%	Yes
Oral Surgery	100%	No	80%	Yes
Dentures and Bridges	N/A	N/A	*50%	Yes
Periodontics	N/A	N/A	80%	Yes
Orthodontia	N/A	N/A	50%	Yes
Maximum Annual Benefit	\$1,000		\$1,000	
Orthodontic Maximum Lifetime Benefit	N/A		\$750	
Deductible	N/A		\$25/Individual \$75/Family	
*Subject to Missing Tooth Provision				
*Are dentures and bridges covered for teeth missing before dental coverage?	N/A		Only after satisfying a 5- year waiting period	

## Vision Program

### Schedule of Benefits

Vision Exam...Reasonable and Customary Charge (Limited to one per 12-month period)

Type	Lenses (Per Pair)		Frames	Total Allowance
Single	\$41.50	+	\$29.50	\$71.00
Bifocal	\$67.00	+	\$29.50	\$96.50
Double Bifocal	\$100.50	+	\$29.50	\$130.00
Trifocal	\$89.50	+	\$29.50	\$119.00
Aphakic	\$156.50	+	\$29.50	\$186.00
Contact Lenses (Per pair):				
Cosmetic (in lieu of frames & lenses) Bifocal Contact Lenses Medically Required*				\$71.00 \$96.50 \$221.00

\*Following cataract surgery or when visual acuity is correctable to at least 20/70 in the better eye only by use of contact lenses

In some instances, benefits may be provided toward two vision exams during the same benefit period.

Benefits are not available for:

Replacement or repair of broken or lost frames and lenses (including contacts) for which benefits were provided.

Sunglasses (lenses tinted darker than #2 tint), even if prescribed -  
- unless you purchase a contract specifically covering sunglasses. Photochromic lenses are not considered sunglasses.

Details:

This Program provides 100% of the reasonable and customary charge for a vision exam performed by an Ophthalmologist or Optometrist.

The Program entitles members to coverage of services once every 12 months, starting with the initial visit for vision services. To receive benefits, an invoice must be submitted to the insurance carrier.

**Section 2  
Group Life Insurance**

The Board 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**

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 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 Board shall 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 \$10,000.

**ARTICLE 15  
UNION RIGHTS**

**Section 1  
Dues Deduction**

For those employees who become members of the Union and who properly execute payroll deduction authorization cards, the Employer agrees to withhold from their pay check 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 Employer by the Union. Such withholdings are to be transmitted via electronic fund transfer to the account authorized by the comptroller of AFSCME Council 67, on a bi-weekly basis. The Union will notify the Employer 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 67.

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 67/Local 1899  
1410 Bush Street, Suite A  
Baltimore, MD 21230

The Union shall indemnify and hold the Employer 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 Employer 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 67.

## **Section 2 Non-discrimination**

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 Board with the names of these authorized representatives prior to the effective date of this agreement and shall advise the Board 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 Board equipment, supplies, and materials for Union business. The Union may utilize school facilities without cost for meetings at reasonable times provided application is made and approval is granted, and the use of the building shall not result in any additional cost to the Board. 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**

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:

Approved in advance by the Superintendent/designee.

Deducted from an annual allocation of forty-five (45) 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 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 year 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**

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 Board shall provide the Union with a list of all Unit employees with work locations and assignments on or about the first of each month.

### **Section 9 Board Materials**

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

### **Section 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**

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, posted on the HCPSS website and/or email system, 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 ten (10) working days from the date of the promotion.

### **Section 2 Involuntary Transfer**

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

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

### **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 in accordance with the established IRS rate, regulations and the HCPSS Employee Expense Reimbursement Manual. 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 FY21 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 shall not be eligible for any increment negotiated for the subsequent fiscal year.

### **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 Board shall distribute checks on

the nearest working day prior to the scheduled pay date.

## **ARTICLE 22 EMPLOYEE DISCIPLINE AND DISCHARGE**

No unit member will be discharged without just cause. This shall not apply to the discharge of a probationary employee. Unit members shall be afforded due process in the handling of disciplinary actions. A policy of progressive discipline will normally be utilized; however, where the offense is deemed to be serious some steps may be waived. Normal progressive discipline will consist of oral warning, written reprimand, suspension, demotion and discharge. Any investigation and subsequent proceedings will be handled in a manner that assures appropriate confidentiality and protection of the subject unit member.

An employee may be represented by the Union at any hearing or meeting involving disciplinary action to be taken against the employee at the meeting.

The employee will be advised that disciplinary action is being considered.

The employee will be advised of his or her right to have a union representative at the meeting.

Any existing evidence or documentation known to the supervisor will be given to the employee at the meeting.

The Board is not obligated to postpone the meeting with the employee nor to suggest or secure alternate representation if the individual union representative requested is unavailable

The unit member will be notified in writing of suspension or discharge action. In the event that an employee is absolved of charges, said employee may be reinstated to his/her position with the Board. Such reinstatement shall be without loss of experience, 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.

## **ARTICLE 23 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 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.

### 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 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 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.

#### 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**

This agreement shall become effective as of July 1, 2019 and shall continue in full force and effect until June 30, 2022 with reopeners for both parties on one (1) language item for the 2020-21 school year and two (2) language items for 2021-22.

For fiscal 2020-21, all eligible employees shall receive a step increment on the scales included in Appendices B-2 and B-3.

For fiscal 2021-22, all eligible employees shall receive a COLA and step increment, if funded, not less than the highest received by any other employee groups.

The Board and the Association 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.

The Union and the Board will reopen negotiations for the 2022-23 school year on a date mutually agreed upon between both parties.

**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, 2019 the Board and Union will meet to renegotiate monetary and language issues.

**Section 3  
Duration**

In witness whereof, the parties hereunto set their hand and seals this 25th day of June, 2020.

BOARD OF EDUCATION OF HOWARD COUNTY

By: \_\_\_\_\_(Chairperson)

\_\_\_\_\_(Superintendent)

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

By: \_\_\_\_\_(President)

\_\_\_\_\_(Secretary)

## **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 s 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 himself/herself, one (1) representative from each of the other employee groups appointed by their president or the president may appoint himself/herself, and one (1) person representing the retired employees' association.

The Association/Union representative appointed to the committee shall be released from his/her 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**

**THE HOWARD COUNTY PUBLIC SCHOOL SYSTEM  
MAINTENANCE / WAREHOUSE SALARY SCALE  
FISCAL YEAR 2021 (Effective July 1, 2020)**

GRADE	STEP																							
	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	Over 23
I	15.19	15.80	16.34	16.72	16.95	17.17	17.38	17.80	18.22	19.13	20.05	21.06	21.89	22.56	23.44	24.02	24.30	25.13	25.36	25.59	25.86	26.15	26.67	27.24
III	16.59	17.25	17.97	18.38	18.66	18.90	19.09	19.57	20.03	20.97	22.05	23.16	24.03	24.80	25.79	26.45	26.75	27.55	27.82	28.11	28.38	28.65	29.22	29.81
IV	17.34	18.03	18.73	19.21	19.48	19.69	19.95	20.47	20.90	21.93	23.10	24.16	25.15	25.93	26.95	27.60	27.93	28.81	29.10	29.35	29.62	29.90	30.50	31.10
V	18.18	18.91	19.62	20.13	20.36	20.60	20.86	21.34	21.84	22.90	24.06	25.27	26.28	27.12	28.16	28.87	29.19	30.11	30.40	30.67	30.93	31.22	31.84	32.46
VI	18.97	19.73	20.52	21.03	21.25	21.51	21.77	22.31	22.85	23.93	25.18	26.44	27.47	28.32	29.46	30.17	30.53	31.49	31.78	32.10	32.36	32.65	33.30	33.94
VII	19.81	20.60	21.44	21.95	22.20	22.43	22.73	23.32	23.87	25.01	26.31	27.56	28.72	29.61	30.75	31.52	31.88	32.87	33.21	33.52	33.79	34.07	34.76	35.39
VIII	20.74	21.57	22.42	22.95	23.21	23.43	23.80	24.40	24.99	26.17	27.49	28.81	30.05	30.93	32.14	32.96	33.23	34.36	34.66	35.02	35.29	35.56	36.28	36.94
IX	21.66	22.53	23.43	24.01	24.27	24.50	24.87	25.48	26.05	27.29	28.74	30.16	31.37	32.30	33.57	34.43	34.80	35.90	36.25	36.60	36.87	37.15	37.89	38.56
X	22.60	23.50	24.46	25.08	25.32	25.57	25.99	26.59	27.26	28.54	30.06	31.51	32.79	33.82	35.08	35.95	36.47	37.52	37.89	38.25	38.52	38.79	39.58	40.27
XI	23.65	24.60	25.58	26.21	26.51	26.71	27.18	27.82	28.51	29.81	31.40	32.95	34.20	35.36	36.68	37.61	37.95	39.20	39.58	39.95	40.23	40.50	41.32	42.03

Leadman Responsibility: Personnel designated as leadmen 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 license and are required to operate vehicles that require this license will receive a payment of \$.50 per hour.



**APPENDIX B-3**

**THE HOWARD COUNTY PUBLIC SCHOOL SYSTEM  
CUSTODIAL SALARY SCALE  
FISCAL YEAR 2021 (Effective July 1, 2020)**

GRADE	Step																							
	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	Over 23
II	14.93	15.53	15.72	15.91	16.10	16.30	16.48	16.67	16.87	17.64	18.55	19.46	20.19	20.84	21.62	22.19	22.48	23.29	23.49	23.73	23.99	24.27	24.76	25.30
III	15.44	16.06	16.27	16.45	16.64	16.84	17.02	17.25	17.66	18.55	19.46	20.46	21.23	21.84	22.72	23.30	23.58	24.41	24.63	24.88	25.14	25.42	25.94	26.48
IV	15.98	16.62	16.84	17.05	17.27	17.49	17.66	18.11	18.58	19.46	20.46	21.44	22.22	22.93	23.88	24.48	24.73	25.59	25.86	26.08	26.36	26.63	27.16	27.74
V	16.55	17.21	17.48	17.85	18.10	18.28	18.58	19.00	19.49	20.46	21.44	22.53	23.41	24.06	25.08	25.69	26.00	26.90	27.13	27.40	27.67	27.96	28.51	29.09
VI	17.16	17.85	18.51	18.75	19.00	19.21	19.49	19.95	20.47	21.44	22.53	23.62	24.58	25.28	26.33	26.99	27.29	28.19	28.48	28.76	29.03	29.30	29.89	30.48
VII	17.77	18.48	19.21	19.69	19.93	20.13	20.47	20.92	21.49	22.53	23.62	24.80	25.77	26.56	27.63	28.32	28.64	29.62	29.92	30.19	30.45	30.74	31.35	31.96

Leadman Responsibility: Personnel designated as leadman 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 license and are required to operate vehicles that require this license will receive a payment of \$.50 per hour.

## APPENDIX B-4

Payroll deductions will be available at the request of the individual employee for:

- AFSCME Dues
- AFSCME Member Supplemental Insurance (SF&C)
- AFSCME P.E.O.P.L.E.
- Credit Union
- Educators' Financial Group
- Hospitalization, Health, Major Medical
- MD State Retirement and Pension System
- Tax sheltered annuities as established by the Board of Education based on criteria developed by the Board of Education. It is understood the companies agree to cooperate with the Board in the collection procedures.
- United Teacher Association Insurance
- United Way (including Bright Minds Foundation)
- Voluntary Benefits