

NEGOTIATED AGREEMENT

Between

**THE BOARD OF EDUCATION
OF HARFORD COUNTY**

and

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

July 1, 2010 THROUGH June 30, 2015

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Note: All items in this Negotiated Agreement requiring fiscal support will be subject to the decisions of the Fiscal Authorities and the Board of Education's final actions on the operating budgets for the school system. Errors in the publication of this agreement do not supersede the contents of the Negotiated Agreement between the Board of Education of Harford County and the American Federation of State, County and Municipal Employees.

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ARTICLE I
General Provisions

- 1.1 **Recognition.** In view of the certification of the Board of Education of Harford County, Maryland, hereinafter referred to as the "Board," the American Federation of State, County and Municipal Employees (AFSCME) is officially recognized as the exclusive public school employee organization for Unit II - Custodial, Maintenance, Bus Drivers, Bus Attendants, Food and Nutrition employees and related personnel for the purpose of representing employees as to all matters relating to salaries, wages, hours and other working conditions in accordance with Education Article, Title 6, Subtitle 5, of the Annotated Code of Maryland. The union will notify the Superintendent of whom the union has designated as shop stewards. Changes in shop stewards shall be reported to the Superintendent within thirty (30) days.
- 1.2 **Definition of Terms.**
- (a) The term "Member" or "Employee," as it appears in this agreement, shall include all regular employees of the School System in the unit represented by AFSCME who work a regular schedule of at least four (4) hours per day and 20 hours per week. Per Diem workers shall not be considered members or employees entitled to benefits under the Agreement. The Board of Education agrees that all members who qualify will be included for participation in the State Retirement Agency.
- (b) The term "Superintendent," as it appears in this agreement, shall refer to the Superintendent of Schools for the Board of Education of Harford County, Maryland.
- 1.3 The items of this agreement not requiring fiscal support, when duly ratified by AFSCME and the Board, shall be valid and binding on July 1, 2005. The items which require fiscal support shall be valid and binding to the extent that sufficient funds are guaranteed and/or made available by the Harford County fiscal authorities to fully implement said items.
- 1.4 If categories which contain requests for funds to support items in this agreement are reduced by the County Council, further negotiations on these items shall begin after the action by the County Council and conclude not later than June 15.
- 1.5 If any provision of this agreement or any application of the agreement to any party to this agreement shall be found contrary to law, then such provisions or application shall not be deemed valid and subsisting except to the extent permitted by law; but all other provisions or application shall continue in full force and effect. The parties may mutually agree to renegotiate the provision if they deem it feasible.
- 1.6 **Dates For Negotiations.** Negotiations for a succeeding year shall begin no later than the week following the Thanksgiving holiday and conclude by the end of the week following the winter holiday, unless mutually agreed by both parties.
- 1.7 **Impasse Procedure.** If, at the designated time for the conclusion of formal negotiations, agreement has not been reached, or at the request of either party, the provisions for handling an impasse as provided by Education Article, Title 6, Subtitle 5, of the Annotated Code of Maryland, shall apply. The impasse procedure shall be postponed upon mutual consent of both parties.

In the event that the State Superintendent of Schools determines that an impasse is reached, the Union and the Board may, by mutual consent, request the assistance and advice of the State Board of Education. In the absence of such mutual consent, at the request of either party, a panel shall be named to aid in the resolution of differences. The panel shall be named as provided in Education Article, Title 6, Subtitle 5, Section 6-510(d), of the Annotated Code of Maryland. In the event that the two initial panel members cannot agree upon a third party, the third member of the panel shall be determined by:

- (1) Requesting a list of nine arbitrators from the American Arbitration Association. (A list of five arbitrators may be requested in the event that there is mutual agreement to do so.)
- (2) Drawing lots to determine which of the two initial panel members shall strike first a name from the list.
- (3) Alternately striking names from the list until one name remains, such person to be the third panel member.

All other provisions for handling an impasse as provided by Education Article, Title 6, Subtitle 5, of the Annotated Code of Maryland, shall apply.

- 1.8 This agreement shall take effect on **July 1, 2010** and shall remain in full force and effect through **June 30, 2015**, and incorporates the entire understanding of the parties on all matters which were the subject of negotiations. During the term of this agreement, neither party will be required to negotiate with respect to any matter 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.

For fiscal years **2010-11 through 2014-15**, all AFSCME employees will receive a cost of living adjustment (COLA) each fiscal year not less than the highest COLA **received by any other employee groups.**

For fiscal years **2011-12 through 2014-15**, all eligible employees shall receive a step increment **if a step increment is funded and received by any other employee groups.**

For fiscal years 2012 through 2013 the Board and AFSCME agree to negotiate insurance premium cost share.

For fiscal years 2011 through fiscal year 2015, all eligible employees shall receive longevity increments unless longevity increments are not funded and received by all other employee groups.

ARTICLE II
Board's Rights

Subject to the terms and conditions of this agreement and to the authority of the State Board of Education under Education Article, of the Annotated Code of Maryland, it shall be the exclusive function of the Superintendent of Schools and the Board to determine the mission of the county public education system; set the standards of service to be offered; maintain the efficiency of operations; determine the methods, means and personnel by which such operations are to be conducted; and to take whatever action and issue rules, policies, and regulations necessary to carry out the mission of the county public education system for which they are responsible and which is entrusted to them.

ARTICLE III
AFSCME - Board Relations

- 3.1 Every member shall be given a copy of the negotiated agreement. The cost of publishing the tentative agreement prior to ratification shall be shared equally by both parties. The cost of publishing the finally ratified negotiated agreement shall be borne by the Board.
- 3.2 AFSCME may use the interschool courier and central office mailboxes for legitimate union business upon approval of the Superintendent.
- 3.3 **Payroll Deduction.** AFSCME dues and premium payments associated with AFSCME-sponsored disability insurance programs may be paid via the payroll deduction method. Each union member desiring this service shall submit an authorization card, bearing his or her original signature, to the Union.

Payroll deductions of dues is continuous and cancellation of dues can be effected only by written notice to the Union via certified mail and post marked between June 20th and June 30th of the last year of the contract agreement, compiled for submission to the board before September 30th. The mailing address is:

Director of AFSCME Council 67
1410 Bush Street
Baltimore, MD 21230

- 3.4 **Non-Discrimination.** The provisions of this Agreement shall be applied to all employees in the bargaining unit without discrimination as to age, sex, marital status, race, color, religion, national origin, sexual orientation, genetic information, political affiliation or disability. To that end it is hereby agreed that should any section of this agreement be held to be violative by a court of competent jurisdiction of employees' rights under the non-discrimination laws such section(s) shall be null and void. A person may appeal this section through Step 3 of the grievance procedure and then through the appropriate governmental agencies and the courts.
- 3.5 **Health and Safety.** Employees are obligated to report conditions that they observe that would adversely affect the health and safety of students or employees of Harford County Public Schools to the appropriate supervisor so that appropriate measures can be instituted by the supervisor. In the event of an evacuation, employees shall not be required to search for explosives.
- 3.6 **Union Participation.** The Board and the Union agree not to interfere with the right of an employee to join and participate in the Union or not to join or participate in the Union.

- 3.7 **Bulletin Boards.** The principal or other appropriate supervisor will designate a bulletin board or an adequate portion thereof for the display of appropriate and legitimate union circulars.
- 3.8 **Visitation.** Union representatives who are not employees of Harford County Public Schools may enter the school for such things as the delivery of items or short conferences. They will first report to the principal or his or her designee and, if in his or her judgement their continued presence will not be contrary to the best interests of the school, they may remain.
- 3.9 One employee designated by the Union will be granted a one-year leave of absence without pay upon request.
- 3.10 **Union Meetings.** The Union shall have the right to use facilities of the Harford County Public Schools for meetings, without cost, by using existing request procedures.
- 3.11 The provisions of 3.2 and 3.3 shall not be made available to any other organization seeking to represent unit members.
- 3.12 **Union Leave.** Upon written request by the President to the Assistant Superintendent of Human Resources, administrative leave with pay may be granted to one or more members to attend Union conferences, conventions or training. Leave under this provision shall not exceed twenty-two (22) days in any one (1) fiscal year, and shall not be unreasonably denied. Upon written request of the President to the Assistant Superintendent of Human Resources, additional days may be granted for members to attend special events.
- 3.13 **Employee Lists. - Upon request,** the bargaining unit will be provided the name and work location of each employee eligible for representation by the union.
- 3.14 **Vacancies. - upon release for posting** the bargaining unit will be provided a copy of the vacancy notices within the unit.

**ARTICLE IV
Employment Conditions**

- 4.1 **Hours Of Work.** Eight (8) hour custodial, facilities and Food and Nutrition employees shall be scheduled an 8 1/2 hour shift with a 30-minute meal break within the shift as specified under section 4.15. Six (6) hour Food and Nutrition employees shall be scheduled a 6 1/2 hour shift with a 30-minute meal break within the shift as specified under section 4.15. The normal work schedule shall consist of five (5) consecutive days of the established work week unless mutually agreeable between the employee and the principal or department head.

The Harford County Public Schools employs individuals on a school year, 10-month, and 12-month basis. In addition, part-time and temporary employees are utilized.

Twelve-month employees will work a standard duty year of 260 days including approved holidays and approved leave days.

The duty year for ten-month employees shall consist of 180 days for bus drivers and attendants, 190 days for general food service employees, and 195 for food service managers. The ten-month duty year includes approved leave days.

- 4.2 **Probationary Periods.** All new employees are on probation for the first six months of employment. During the probationary period, an employee may be released at any time.

During the sixth month of service of the probationary employee the principal or supervisor under whom the individual works will recommend that the person be granted permanent status or that the person be terminated. If an employee is absent due to illness or other cause, the probationary period may be extended for a period up to sixty (60) work days. During the probationary period, an employee may only use actually earned sick leave and annual leave.

- 4.3 **Announcement of Vacancies.** Announcements regarding entry level positions; e.g., Custodian I; General Worker; Bus Driver; Bus Attendant will be made only as deemed appropriate.

Positions which offer promotional opportunities for unit members will be announced. When a position is announced, all unit members who wish to be considered for the position must be qualified for the position as of the date of the announcement and must apply in writing within the specified time limit stated on the announcement. Only those who apply in writing will be considered.

When a position is not announced, in accordance with the voluntary transfer procedure (Section 4.5) those unit members who have on file a written request for consideration for such a position and location will be contacted and considered for the position at the time the vacancy occurs.

- 4.4 **Promotion.** Qualifications, work performance, and experience will be considered in all promotions. When all other factors are equal, the employer shall give preference to all qualified applicants who are currently employed with the Harford County Public Schools.

If all qualified applicants are employed with the Harford County Public Schools, then length of continuous service will be given preference. Applications will be accepted for positions which offer promotional opportunities from present employees and from outside applicants. **Current employees who meet the minimum qualifications for the promotional position, have a satisfactory employment history, and recommendations from immediate supervisors will be offered interviews. Employment references shall remain confidential.** The qualifications, work performance and experience of all applicants will be considered, and the person whom the Superintendent deems to be best qualified for the position will receive the appointment.

In a circumstance where the Superintendent determines that all factors considered for a promotional opportunity are equal between a present employee and an outside applicant, then the first preference will be given to the present employee. Also, where the Superintendent determines that all factors are equal between or among applicants for a promotional opportunity, then, length of continuous service with the Harford County Public Schools will be the determining factor.

When a person who is currently employed by the Harford County Board of Education is promoted, he or she shall be placed on the step and grade in the appropriate classification which will provide the person promoted a salary increase equal to or greater than a three (3) step increase in his or her former pay classification.

- 4.5 **Voluntary Transfer.** Requests for transfer will be accepted only from non-probationary employees. The request must be in writing and must be received in the Human Resources Department prior to April 1 of the current year.

Requests for transfer must be renewed each year to remain active.

These requests may be considered for positions, which offer promotional opportunities or lateral transfers only if the positions are not announced. Such requests shall include the type of position to which the unit member desires to be assigned and, up to three high school attendance areas and their feeder schools, to which he or she desires to be transferred, in order of preference.

If the person requesting the transfer is qualified for the position and limits the transfer request to three locations, he or she will be provided an interview should such a position become available.

- 4.6 **Administrative Transfer.** When it is necessary due to a reduction in staff to select an employee for transfer where a transfer has not been requested, qualifications, work performance and length of service will be considered in determining which employee is to be transferred. When the Superintendent determines that all other factors are equal, length of continuous service with the Harford County Public Schools will be the deciding factor.

Where such a transfer is necessary and there is a volunteer whom the Superintendent deems acceptable to be transferred to the available position, then the volunteer will be transferred.

- 4.7 **Involuntary Transfer.** If, as a solution to a problem (different from those listed in "Administrative Transfer") an employee is to be transferred to another school, such a transfer may not be effected until after a meeting between the employee involved and the appropriate administrator(s). At this time, the employee shall be notified of the reason(s) for transfer and shall be given the opportunity to respond. In the event that an employee objects to the transfer, he or she shall, upon request, have a meeting with the Superintendent or designee. The employee, at his or her option, may have a person of his or her choice accompany him or her at the meeting.

- 4.8 **Reduction in Force.** Qualifications, work performance and length of service will be considered in a reduction in force. When all other factors are equal, length of continuous service in the Harford County Public Schools will be the determining factor. The employees who are separated shall be placed on a priority recall list for a period of two (2) years and shall be recalled in reverse order of their separation when appropriate positions become available.

An employee on the priority recall list shall be notified in writing of any vacancy which occurs in his or her field of employment and shall indicate in writing within ten (10) days of the receipt of the letter his or her acceptance or rejection of the position.

Leaves of absence will not be regarded as a break in the continuity of service although leave time will not count as active service.

A reduction in force will be conducted in accordance with the Reduction in Force Procedure for Supporting Services Personnel.

This section will not be subject to the grievance procedure; however, it will be subject to the administrative appeal procedure.

- 4.9 **Disciplinary Action.** Disciplinary action should as a general matter be progressive in nature and issued in a timely manner after the Superintendent concludes discipline should be imposed; however, the Superintendent reserves the right to omit any or all disciplinary steps when, in the Superintendent's sole judgment, circumstances warrant doing so. Disciplinary action for just cause may include: verbal reprimand, written reprimand, suspension with or without pay, and termination.

An employee may be dismissed or suspended with or without pay for misconduct, incompetency, insubordination, willful neglect of duty, repeated unauthorized absences, unsatisfactory work performance, or any other good and sufficient reason.

The Superintendent and/or designated representative(s) will meet with the employee, if desired by the employee. The employee shall be provided the opportunity to be heard by the Superintendent or designee. The employee may have representation (limit 3) of his or her choice present at the meeting with the Superintendent or designee. The supervisor who took action or made the recommendation and/or designated representatives will be present at the meeting. Following the meeting, the Superintendent will make the final determination. Written notice of suspension and/or discharge shall be given to the employee. Any dispute relating to such suspension and/or discharge shall be made the subject of an appeal to the Board of Education provided it is raised within thirty (30) calendar days of receipt of the written notice of suspension and/or discharge from the Superintendent or designee. The Board within fifteen (15) calendar days following receipt of the appeal shall respond to the appellant. Should the appellant fail to serve such notice of intention to appeal within the time limitation, the disposition of the matter will be considered acceptable and concluded.

Disciplinary action may be processed through the administrative appeal process (4-205c) and is not subject to the grievance procedure.

- 4.10 **Demotion.** An employee will be demoted in step and/or grade based only upon unsatisfactory work performance. This section will not be subject to the grievance procedure; however, it will be subject to the administrative appeal procedure.
- 4.11 **Notice of Leaving.** It is expected that permanent status employees will give a minimum of two weeks' notice in writing when they intend to leave. Employees with ten (10) years service and a satisfactory work record who give two weeks notice in writing to the Assistant Superintendent for Human Resources of their intent to leave shall be paid all accrued annual leave in a lump sum.
- 4.12 **Tuberculosis Check.** All employees of the Harford County Public Schools must meet the requirements for medical screening for tuberculosis as established by the Department of Health. An appropriate tuberculosis test will be made available to all employees free of charge.
- 4.13 **Evaluation.** Employees will be evaluated on an annual basis, or more frequently if deemed necessary and informed of the quality of their work. An employee who disagrees with the evaluation may submit a written addendum to the evaluation. The evaluation and any addendum will be placed in the employee's personnel file.
- 4.14 **Personnel Files.** An employee shall be able upon appointment and with or without an associate or Union representative, to review the contents of the evaluation file and the personnel file concerning themselves. This review shall not include confidential material such as reference letters, credentials, or basic data received in the course of initial employment.

Complaints of a serious nature which shall be included in the personnel file or the workplace file of the employee shall be brought to the attention of the employee so that he or she may respond to them.

An employee may upon request attach a signed and dated addendum to these documents to which he or she has access.

- 4.15 **Lunch and Breaks.** AFSCME employees who normally work eight hours per day will be provided a duty free lunch of thirty (30) minutes and a break of fifteen (15) minutes in the morning and in the afternoon.

AFSCME employees who normally work six (6) hours per day will be provided a thirty (30) minute duty free lunch and one break of fifteen (15) minutes in the morning.

AFSCME employees who normally work four (4) hours per day will be provided one (1) fifteen (15) minute break.

Breaks shall be scheduled by the supervisor after consulting with the employee. If it is necessary to recall a person during a break or lunch, the person will be provided a break or lunch at another time.

- 4.16 **Personal Rights** - A bargaining unit member's private and personal life is not within the appropriate concern of the Board of Education, except to the extent that it may impair the member's effectiveness in the completion of assigned functions.

ARTICLE V Grievance Procedure

- 5.1 **Grievance.** A grievance is an alleged violation, misinterpretation, or misapplication of the terms of the negotiated agreement between the Board and the Union.

- 5.2 **Settlement of Employee Grievances.** The Union and the Board recognize their responsibility for the prompt and orderly disposition of grievances that arise out of the interpretation, application, or alleged violation of any of the provisions of this agreement. Both the Union and the Board agree that the purpose of a grievance is to resolve the complaint at the lowest, most informal level possible.

To this end, the parties agree that the provisions of this article shall provide the means of settlement of all such grievances provided, however, that nothing herein will be construed as limiting the right of any employee to have a complaint adjusted without the intervention of the Union so long as the adjustment is not inconsistent with the terms of this agreement.

- 5.3 **Procedural Steps.** Any grievance that an employee has not resolved informally with the immediate supervisor shall be presented in the following steps:

Step 1. Between the grievant, representative(s) of his or her choice, and the employee's immediate supervisor and/or designated representative(s).

Step 2. Between the grievant, and his or her Union representative(s), and the appropriate executive level administrator and/or designated representative(s).

Step 3. Between the grievant and his or her Union representative(s), and the Superintendent and/or designated representative(s).

5.4 **Grievance Presentation.** A grievance shall be presented in writing at Step 1 within ten (10) days from the date of its occurrence, signed by the grievant. The Administrator's answer at each Step shall be given in writing within ten (10) days after the Step meeting which shall be held within ten (10) days following receipt of the appeal, if desired by the employee. The grievant must stipulate in writing at each Step if a meeting with the Administrator is desired. Unless a grievance is appealed to the next step within ten (10) days after the Administrator's answer, it shall be deemed settled in accordance with the Administrator's answer, which shall be considered acceptable to the grievant and the Union.

5.5 **Arbitration.**

(1) **Appeal Procedure.** Any grievance concerning the interpretation, application, or alleged violation of any provision of this agreement that has been properly processed through the grievance procedure as set forth above and has not been settled, may be appealed to arbitration by the Union by serving written notice on the Board within fifteen (15) calendar days after the Superintendent's answer at Step 3 of the above grievance procedure. If the Union fails to serve such notice of its intention to arbitrate within this time limitation, it shall be deemed to have waived the arbitration and the grievance shall be considered settled. No individual employee shall have the right to invoke this arbitration procedure.

(2) **Selection of Arbitrator.** If the Union and the Board are unable to agree upon the selection of an arbitrator within seven (7) calendar days after the Union's notice of appeal to arbitration, they shall jointly request the American Arbitration Union to furnish a list of not less than five (5) arbitrators, one of whom may be designated by the parties to act as arbitrator of the grievance. If no agreement can be reached as to the arbitrator within seven (7) calendar days after receipt of said list, the Union and the Board shall jointly petition the American Arbitration Association to furnish a second list of not less than five (5) additional arbitrators, one of whom shall be designated by them within seven (7) calendar days after receipt of said list, to act as arbitrator of the grievance. Selection shall be made by the Union and the Board representatives alternately striking any name from the list until only one name remains. The final name remaining shall be the arbitrator of the grievance.

(3) **Jurisdiction of Arbitrator.** The jurisdiction and authority of the arbitrator of the grievance and his or her opinion and recommendation shall be confined to the express provision or provisions of this agreement at issue between the Union and the Board. The arbitrator shall have no authority to add to, alter, amend, or modify any provision of this agreement, or to make any recommendation which will in any way deprive the Board of any of the powers delegated to it by law. The arbitrator shall not hear or decide more than one grievance without the mutual consent of the Board and the Union. The recommendation in writing of the arbitrator within his or her jurisdiction and authority as specified in this agreement shall be final and binding on the aggrieved employee or employees, the Union, and the Board.

(4) **Arbitration Expenses.** The Union and the Board shall each bear its own expenses in these arbitration proceedings, except that they shall share equally the fee and other expenses of the arbitrator in connection with the grievance submitted to arbitration.

- 5.6 If the Union claims a class grievance, defined as a general violation, misapplication, or misinterpretation of the agreement that directly affects three (3) or more unit members, the grievance may then be submitted directly to the Superintendent within ten (10) days from the date of its occurrence. The processing of such grievance shall begin at Step 3.
- 5.7 By mutual agreement, the time limits stated herein may be compromised to allow the collection of pertinent information and in the interest of prudent resolution of the grievance.
- 5.8 All meetings or hearings as part of a grievance shall be conducted confidentially.
- 5.9 No reprisals of any kind will be taken by the Board, the school administration, or Union against any employee or official because of his or her participation in this grievance procedure.
- 5.10 Should the investigation or processing of a grievance require that an employee and/or a Union representative be released from his or her regular assignment, he or she shall be released. In a grievance involving an individual, the individual will be released without loss of pay. In a class grievance, the three (3) individuals identified by the Union as the parties involved in the grievance will be released without loss of pay. The Union shall reimburse the Board for the cost of the substitute employee's pay for any other unit member who is required to be released from his or her regular assignment for the investigation or processing of a grievance.

ARTICLE VI
Wages

6.1 - All eligible employees will receive an experience step increase.

Wage Schedules. Please refer to the end of the Agreement.

- 6.2 **Pay Rates.** Custodial and maintenance employees are paid on a salary schedule that provides for an annual one-step increment until the employee reaches Step 10 of the grade to which the position is assigned. Bus drivers and bus attendants, are paid on a salary schedule that provides for an annual one-step increment until the employee reaches step 8 of the grade to which the position is assigned. Six (6) or eight (8) hour food and nutrition workers are paid on a salary schedule that provides for an annual one-step increment until the employee reaches Step 10 of the salary schedule to which the position is assigned. The employee must have been on active pay status for six months prior to July 1 in order to qualify for a one-step increment. Longevity increases are defined at the bottom of each salary schedule.
- 6.3 **Payroll Distribution.** Checks are distributed bi-weekly on Friday. Checks are delivered to the schools and are made available to employees during the regular school office hours.
- 6.4 **Overtime Pay.** An employee who receives prior approval to work overtime on a pay basis will be compensated at time and one-half for work performed beyond the established 40-hour week.

An employee will not be required to work overtime against his or her expressed desires provided the supervisor determines that the full requirements of the overtime work can be met by another fully qualified employee at the work location who is willing to do the work. When mutually

agreeable to the appropriate administrator and the employee, the employee will be granted compensatory time at the rate of time and one half in lieu of payment of time and one half for authorized overtime.

- 6.5 **Emergency Duty.** When an employee is called to perform non-anticipated work and the work is not immediately prior to or an extension of his or her normal workday, such employee shall be compensated at one and one-half (1 1/2) times their regular rate of pay.

Such compensation shall be for a minimum of three (3) hours in the event the employee works less than this amount of time. However, actual time worked will be considered for the computation of overtime.

- 6.6 **Deduction for Time Without Pay.** When an employee is absent from work and such absence is of a "without pay" nature, the deduction shall be based upon the employee's daily rate of pay.

- 6.7 **Out of Title Work** - Employees who are temporarily required to perform duties of a higher pay grade or classification, shall be compensated at a rate relative to his or her current status and in line with the higher grade classification. Requests for temporary classifications must be submitted to the Human Resources Office for approval. Assignments must be for a minimum of ten (10) days with pay retroactive to the first day upon reaching the tenth (10th) day in the temporary assignment.

- 6.8 Provided that the individual has received an honorable or general discharge, salary credit for military service may be granted, up to a maximum of two (2) years, for new employees hired into the school system after July 1, 2001.

ARTICLE VII
Holidays

7.1 **Official Holidays.** The following holidays have been approved by the Board of Education for custodial and maintenance employees:

Independence Day
Labor Day
Primary Election Day
General Election Day
Thanksgiving Day
Thanksgiving Friday
Christmas Eve
Christmas Day
New Year's Day
Martin Luther King, Jr.'s Birthday
President's Day
Good Friday
Memorial Day

Should the primary and/or general election days be deleted from the above listed holidays, the Board shall assign two alternative holidays to eligible unit members. When any of the aforementioned holidays, excluding Christmas Eve, occurs on a Saturday, the day off shall be granted on Friday before the holiday. When the holiday, excluding Christmas Eve, occurs on Sunday, the holiday shall be observed on the following Monday. The Christmas Eve holiday shall be granted only when Christmas Eve is a scheduled work day. However, in years when the Christmas Eve holiday is not granted, employees will be granted another day for the Christmas Eve holiday that with prior approval may be used at another time during the Christmas holiday.

To be entitled to receive pay for a holiday, an employee must work or be on authorized leave on the work day immediately preceding the holiday and the work day immediately following the holiday.

On the above specified holidays, work schedules will be arranged so that sufficient personnel will be on duty in order to provide necessary services including but not limited to maintenance and operation of heating equipment, building security, and emergency circumstances.

All employees who are scheduled to work on the above specified holidays will be paid one and one-half times his or her hourly rate for the hours worked on the holiday, plus holiday pay if the employee is otherwise entitled to receive it. This section will apply whether the employee is working for the school system or outside organization. Employees who are required to check facilities on weekends or holidays, will be paid time and one half for hours worked, with prior approval from the appropriate administrator.

7.2 **School Holidays.** Custodial and maintenance employees are expected to work on days when schools are closed for teachers' convention, winter recess, and spring vacation if they are on active duty assignment status during these days. Persons absent on those days shall be considered on a without pay status unless they are on approved annual leave or sick leave.

ARTICLE VIII
Leave Provisions

- 8.1 **Annual Leave.** Annual leave with pay is granted to employees who are employed on a 12-month basis. Accounting is based upon the fiscal year. Bus drivers, bus attendants, and food and nutrition personnel do not qualify for annual leave.

Persons entering employment and persons leaving employment shall receive annual leave on a "pro-rata" basis if they are on an active status ten (10) days prior to the middle of the month or ten (10) days prior to the end of the month. A maximum of twenty-five (25) days of accrued annual leave may be carried over to the next fiscal year. Unused sick leave is not to be considered as additional annual leave. All employees who enter regular retirement from Harford County Public Schools with a minimum of ten (10) years of continuous service shall receive payment for earned and accumulated days of annual leave at their current daily salary rate. An employee who qualifies for annual leave with five (5) years or less of continuous service, earns annual leave at the rate of one (1) day per qualifying month. An employee who qualifies for annual leave with more than five (5) years of continuous service, earns annual leave at the rate of one and one-quarter (1.25) days per qualifying month. An employee who qualifies for annual leave with more than fifteen (15) years of continuous service, earns annual leave at the rate of one and one-half (1.5) days per qualifying month. An employee who qualifies for annual leave with more than twenty (20) years of continuous service earns annual leave at the rate of one and two-thirds (1.67) days per qualifying month.

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

- 8.2 **Sick Leave.** An employee will receive sick leave at the rate of one and one-quarter (1.25) days per qualifying month for personal illness. Unused sick leave may be carried over from year to year. The total amount of sick leave that may be accumulated is unlimited.

Persons entering employment and persons leaving employment shall receive sick leave on a "pro-rata" basis if they are on active status ten (10) days prior to the middle of the month or ten (10) days prior to the end of the month. Temporary employees are not eligible for sick leave.

A unit member is permitted to use up to seven (7) work days of earned sick leave per year for illness of a member of the member's household or the member's parent. Such absence will be deducted from the member's sick leave. For an absence that does not qualify under the Family & Medical Leave Act, a unit member is permitted to use up to seven (7) work days of earned sick leave per year for illness of a household member or parent.

Unused sick leave shall not be paid in addition to regular salary or as a severance pay for individuals leaving service, except as provided in Section 8.4.

- 8.3 **Payment for Unused Days of Sick Leave.** Employees who enter retirement from the Harford County Public Schools after ten (10) years of service in those schools shall receive payment for unused days of sick leave up to a maximum of 200 days at the rate of 25% of the daily rate of pay.* Full time employees shall be paid the above listed percentage or \$18, whichever is higher. All such days must have been accumulated while in service in Harford County. Sick leave shall be accumulated annually at the rate of the difference between sick leave provided and sick leave used.

*This proposal requires fiscal support and will be subject to the decisions of the Fiscal Authorities and the Board of Education's final actions on the operating budgets for the school system.

- 8.4 **Personal Business Leave.** Employee shall receive a total of three (3) work days per year with no loss in salary that may be used for personal business. Employees hired on or after February 1 shall receive one (1) work day of personal business leave. Unused personal business leave days may be accumulated up to no greater than five (5) days. On July 1 of each year any personal business days in excess of five (5) will be converted to sick leave days.

Personal business leave may be requested, with at least three (3) work days advance notice, through the appropriate **supervisor who shall not require a reason for the leave**. If, however, an unforeseen circumstance requires the employee's absence which could not be **requested** three days in advance, the reason for the absence shall be stated and the supervisor may, at his/her discretion, approve the absence as a day of personal business leave. Personal business leave may be denied when, in the judgment of the **supervisor**, the **employee's** absence would impair the educational process.

Personal business leave shall not be taken immediately before or immediately after a holiday or weekday when school is closed **on the master calendar, or on an in-service day for teachers, or** at the beginning (first five scheduled work days) or the end of the school year (last five scheduled work days). If, however, a circumstance requires the **employee's** absence on one or more of the foregoing days, the **employee** may request use of personal business leave through the **supervisor**. The **supervisor may**, at his/her discretion, approve the absence as a day of personal business leave. In normal circumstances an employee shall not use more than 3 consecutive personal business days at one time.

Exceptions to the foregoing restrictions on days to be used for personal business leave may be made by the Assistant Superintendent of Human Resources for circumstances which require the member's absence on these days.

- 8.5 **Bereavement Leave.** Employees are granted six (6) consecutive calendar days of absence for death in the immediate family without loss of salary, annual leave or sick leave. Immediate family shall include child, step child, parent, brother, sister, husband, wife, father-in-law, mother-in-law, grandchild, grandparents, a person who reared the employee, or anyone who lives regularly in the household of the employee. An employee will be permitted up to two (2) days of absence at any one time without the loss of salary upon the death of a step-parent, step-brother, step-sister, brother-in-law, sister-in-law, son-in-law, or daughter-in-law.

One of the days of absence must be the day of the funeral or interment. The remaining days of absence may be taken immediately before, immediately after, or surrounding the days of the funeral or interment, to meet the needs the circumstances dictate for the employee.

In unusual circumstances there may be flexibility in the use of these days upon agreement between the employee and the Human Resources office. The decision of the Assistant Superintendent of Human Resources is final and not subject to the grievance procedure.

- 8.6 **Jury Duty.** An employee who serves on jury duty will continue to receive his or her regular salary. The employee will provide from the court written confirmation of his or her days of service.

- 8.7 **Legal Summons.** An employee who is not otherwise on leave may be absent in response to a summons to appear as a witness without loss of salary, provided the employee is not a party (e.g., plaintiff, defendant, third party defendant or third party plaintiff).
- 8.8 **Leaves of Absence.** An employee must have completed one full year of service with Harford County Public Schools to be eligible for a leave of absence. A leave of absence protects the employee's right to apply for disability retirement and to be re-employed by the school system. Leaves of absence may be granted for one (1) year.

The following leaves of absence may be granted to eligible employees:

1. Leave of absence for illness.
2. Leave of absence for maternity.
3. Leave of absence for active military duty.
4. Leave of absence for study.
5. Leave of absence for illness in the immediate family.

An employee finding it necessary to request a leave of absence should make written request to the Superintendent stating the reason, date to become effective, and, if for less than one year, the number of months of leave desired.

The Board of Education will reassign a person returning from leave when an appropriate vacancy occurs provided that the person has not been absent longer than his or her leave of absence and is able to perform the requirements of his or her position. The Board of Education shall be the judge as to the employee's fitness to perform.

- 8.9 **Inclement Weather.** On days when schools are closed, twelve-month personnel will report to work at their regularly scheduled time in accordance with the School's established administrative procedures. If schools and offices are closed, unit members will not be required to report to work unless they are considered "essential personnel". **During weather events when schools are closed, at the direction of Central Office or the principal, all custodians shall report for first shift. Custodians with circumstances prohibiting them from reporting for day shift shall report for second shift.**

When weather conditions necessitate offices to close, essential staff will complete work as needed to deal with the related weather and building functions, and then be released when all necessary work is completed. Essential staff shall not be penalized time or pay when released or instructed not to report.

- 8.10 **Leave of Absence for Maternity.** A leave of absence for maternity or disability due to maternity is a qualifying absence under the federal Family & Medical Leave Act (FMLA). For an employee requesting leave for maternity or disability due to maternity, who qualifies under FMLA, the Board's procedures for FMLA shall apply. If the leave of absence due to disability extends beyond the FMLA period of twelve weeks, an employee may use additional accrued paid leave to cover the absence.

An employee who does not qualify under FMLA may use any accrued paid leave for absence due to maternity or disability due to maternity.

- 8.11 **Payment Of Unused Sick Leave Death Benefit.**- A death benefit based upon the number of unused sick leave days will be paid to the beneficiary of an employee who has served ten (10) or more years with the school system and whose death occurs while the employee is on active duty or on an approved leave. The payment will be for up to 200 days, effective July 1, 1998, at a rate of 25% of the daily rate of pay or \$18 per day, whichever is higher.
- 8.12 **Religious Leave.** - Bargaining unit member may be granted three (3) work days with pay for the observance of a religious holiday when schools are not closed and the observance of such a holiday is mandated by the member's religion. The principal or department head may contact the proper religious authority to ascertain the validity of the request. The three (3) days allowed for religious leave shall be in addition to other paid leave and shall not be cumulative.
- 8.13 **Annual Leave Death Benefit.** Payment for current and accumulated days of annual leave will be made to the beneficiary of an employee whose death occurs during active service or while on an approved leave of absence.

ARTICLE IX Insurance

- 9.1 **Group Hospitalization, Dental Plan, And Life Insurance.** The Board of Education shares in the cost of a group hospitalization plan, a dental plan, and a life insurance program for employees who work twenty (20) or more hours a week.

The Board will provide for group life insurance and for group accidental death and dismemberment insurance in an amount of \$8,000 or an amount that will match the individual's salary rounded to the nearest \$1,000 based upon the salary schedule, whichever is higher. This amount will not be changed during the year. An employee may purchase a matching amount of insurance in both categories at full cost (100%) to the employee. The Board will make payment of life and accidental death and dismemberment premiums for each employee who so requests, to provide coverage for the full twelve-month period commencing each October 1, and ending September 30.

The Board agrees to establish an insurance advisory committee to consist of representatives of the Superintendent and each bargaining unit. The purpose of such a committee shall be to review information and data relative to the Board's insurance plans and to recommend cost containment strategies and improvements to the offerings. The committee will meet as needed to confer on insurance issues as they arise and make recommendations of possible changes in the implementation of the plans.

- 9.2 **Health Care Insurance** Effective July 1 through June 30, the Board will make available for the duration of the Agreement the following health insurance programs to eligible employees who enroll in the programs: Preferred Provider Program (PPN/PPO) and an HMO plan in effect as of November, 2000, or comparable plans providing comparable benefits and network (including student endorsement ages 19 - 25). See Appendix A for summary of benefits.

Effective July 1 through June 30, the Board will similarly make available for the duration of the Agreement to eligible employees who elect to enroll therein the choice of either the standard dental insurance plan, the preferred provider dental plan in effect as of November 2000, or comparable plans providing comparable benefits. See Appendix A for summary of benefits.

The Board will not provide two insurance programs; e.g., Blue Cross/Blue Shield and an HMO program; or two different HMO programs for any eligible employees or eligible members of their families. This applies to all employees and eligible members of their families whose spouses are also employees of the school system. However, if one employee's eligibility for participation is terminated for any reason, the other employee family member shall continue to be eligible for the existing coverage.

- 9.3 **Flexible Spending.** The Board will make available for the duration of the Agreement the opportunity for employees, who are eligible for health insurance, to participate in a Flexible Spending Account Plan. Employees enrolled in this Plan will be allowed to contribute up to \$2,500.00 for the payment of non-covered medical expenses and \$5,000.00 for dependent care costs on a pre-tax basis.
- 9.4 **Employee Assistance Plan.** The Board shall make available to eligible employees and their eligible family members, at no cost, an Employee Assistance Plan (EAP). Employee participation in and/or referral to the EAP shall be voluntary and confidential, except as to any disclosures required by applicable law. All personal treatment records generated as a result of an eligible individual's utilization of the EAP shall be maintained by the service provider and shall not be shared with the Board unless otherwise authorized by the eligible employee or the covered dependent, or by operation of applicable law. The contact person for the EAP services to be made available under this Agreement shall not be employed by the Board of Education.
- 9.5 **Rate of Contribution.** The Board's rate of contribution applicable to the coverage made available under 9.4 shall be 80% of the total premium for the Traditional health insurance plan and 90% of the total premium for all other provided health and dental insurance plans.
- 9.6 **Workers' Compensation.** All benefits provided under Maryland law for employees injured during and as a result of their work, including death, injury, hospitalization, medical and weekly disability payments, and lump sum awards, are available through a standard Workers' Compensation policy.

An employee who is injured on the job and who qualifies for weekly disability payments through Workers' Compensation will receive his or her regular salary less the amount of the disability payment for the first 20 duty days. From the 21st duty day through the 120th duty day of absence related to the same injury, one-third day of accrued sick leave will be deducted for each day compensated by Workers' Compensation to maintain the employee's full salary. At the end of the 120th duty day, the employee will receive only the Workers' Compensation benefit. When an employee exhausts his or her accrued sick leave or at the end of the 120th day, the employee will be placed on a leave of absence pending a determination regarding the employee's capability of performing his or her job. If it is determined the employee is able to perform the duties of his or her assignment, the employee will be returned to his or her job. The employee may elect to receive only Workers' Compensation benefits and not use any of his or her accrued sick leave.

All on-the-job injuries must be reported promptly to the employee's supervisor.

**ARTICLE X
TRANSPORTATION**

- 10.1 **Certification.** School bus drivers must maintain driver certification by completing six (6) hours of inservice safety meetings annually. Bus attendants are also required to maintain certification by completing six (6) hours of inservice safety meetings on an annual basis. For each hour of training in which drivers and attendants participate, they will be compensated for attendance at a rate of pay per hour equal to their regular hourly rate. Compensation will be made in one check by the end of December of each school year.

The rate per hour that drivers are reimbursed for attendance at each inservice safety meeting will be increased by the same percentage that salaries are increased for each year of this agreement.

- 10.2 **Defensive Driving Course.** School bus drivers must complete a defensive driving course within eighteen (18) months of the date of their employment. Drivers will be reimbursed for a maximum of eight (8) hours for attendance at these meetings at the same rate paid for inservice safety meetings.

- 10.3 **Letter of Intent.** Prior to April 1, each school bus driver and each school bus attendant will submit a letter of intent to the Supervisor of Transportation stating his or her intent to continue or not to continue employment with the Harford County Public Schools, and, if desired, his or her request to be considered for transfer to a different route.

- 10.4 **Transportation Route Assignments.** In making assignments to fill known vacancies for bus drivers and bus attendants, employees must submit a letter of intent as specified in section 10.3. A request list will be developed and maintained by the Transportation Department. Assignments shall be made to employees provided they possess the necessary qualifications of the vacant position, they have demonstrated satisfactory work performance, and have the greatest length of continuous service to the Harford County Public Schools. Denial of requested routes will be for stated objective reasons. Once the request list is exhausted for particular routes, a vacancy notice will be posted at the designated bus lots.

In the event a mid day run remains unfilled, the qualified employee from the affected area with the least years of service will be assigned.

When the position of a bus driver or attendant is vacated midyear with a current manifested a.m. or p.m. run of six (6) or more hours (not to include a midday run) it shall be filled using the list that was generated from the April 1 intention letter. When the April 1 list is exhausted, a notice shall be posted as a vacancy, pursuant to Article 10.4. A list of interested applicants shall be compiled and maintained as a result of this posting. After the vacancy has been filled, any other vacancies created that have a current manifested a.m. or p.m. run of less than six (6) hours (not to include a midday run) shall be filled from the April 1 intention letter. When the April 1 list is exhausted pursuant to Article 10.4, the opening shall be filled at the discretion of the Director of Transportation.

This section is not subject to the grievance procedure; however, it will be subject to the administrative appeal procedure.

- 10.5 **Safety Inspection.** A bus driver's and bus attendant's daily time will include a fifteen (15) minute time credit for safety inspection.
- 10.6 **Bus Driver Field Trip Assignments.** Drivers within their geographical areas will be assigned to take field trips on a rotating basis beginning with the senior available driver. Transportation employees who report for a field trip assignment, and have the assignment canceled upon arrival at the site, shall be paid two hours pay at their regular hourly rate of pay.
- Special education bus drivers will be assigned to take field trips which do not interfere with their daily runs in a like manner. A separate list will be maintained for special education bus drivers.
- 10.7 **Payment for Washing a Bus.** Drivers who have been authorized to wash their bus will be paid for one and one-half hours at their regular rate. Drivers will not be paid for washing their buses without prior approval from the area supervisor.
- 10.8 **Transportation Ancillary Activities.** School bus drivers will be paid for three (3) hours each year at their regular hourly rate of pay for ancillary duties which include contacting parents, pre-school test runs, administrative conferences, and medical testing. School bus attendants will be paid one (1) hour for medical testing each year at their regular rate of pay.
- 10.9 **Salary Dispute Resolution -** The Transportation Department will review the manifest with the bus driver and/or attendant. In the event of a disagreement, if necessary, a supervisor will ride the bus to record mileage and time of the route. If a dispute still exists, a tachograph will be used when available.

ARTICLE XI Miscellaneous

- 11.1 **Reimbursement for Travel.** Harford County Public Schools will reimburse employees for approved transportation at the rate established by the Internal Revenue Service. All requests for transportation reimbursement must be submitted to the Assistant Superintendent for Operations for prior approval before payment can be authorized.
- 11.2 **Reimbursement for Job Related Courses.** The Board of Education will reimburse unit members for job-related courses or training programs. Reimbursement will be for cost of tuition not to exceed a rate of up to \$175 per credit. The number of courses to be reimbursed will not exceed 9 credits per fiscal year. The total number of credits to be reimbursed for any employee will not exceed 39 credits. Non-credit courses or training programs will be reimbursed using semester hour conversion. (i.e. – 15 hours = 1 credit)

In order to qualify for reimbursement, all courses must be approved by the immediate supervisor and the appropriate assistant Superintendent prior to enrollment in the course. The employee must pass the course, with a "C" or better when letter grades are issued, in order to be reimbursed.

- 11.3 **Uniforms.** Appropriate uniforms are provided for custodial, maintenance, and food service employees.
- 11.4 **Food Service Special Event.** When a special event is held at a school, and food service is provided by the school system for the event, food and nutrition employees at the school who are qualified to provide the services needed will be given first preference to work the event.

JOB CLASSIFICATIONS

CONSTRUCTION PROJECT ASSISTANT	Construction
DRAFTSPERSON – ARCHIVIST	Construction
BUILDING ENGINEER	Custodial
CARETAKER, HARFORD GLEN ENVIRONMENTAL EDUCATION CENTER	Custodial
CHIEF CUSTODIAN I	Custodial
CHIEF CUSTODIAN II	Custodial
CHIEF CUSTODIAN III	Custodial
CUSTODIAN I	Custodial
CUSTODIAN II	Custodial
AUTOMATED BUILDING SYSTEMS TECHNICIAN	Facilities
BOILER TECHNICIAN	Facilities
BOILER TECHNICIAN II	Facilities
BUILDING EQUIPMENT MAINTENANCE I	Facilities
BUILDING EQUIPMENT MAINTENANCE II	Facilities
BUILDING TRADES I	Facilities
BUILDING TRADES II	Facilities
CREW CHIEF I – PAINTING	Facilities
CREW CHIEF I – ROOFING, WATERPROOFING, AND MOVING	Facilities
CREW CHIEF II – BUILDING EQUIPMENT MAINTENANCE	Facilities
CREW CHIEF II – BUILDING TRADES	Facilities
CREW CHIEF II – GROUNDS AND EQUIPMENT MAINTENANCE	Facilities
CREW CHIEF III – ELECTRICAL AND REFRIGERATION	Facilities
CREW CHIEF III – HEATING, VENTILATION, AND AIR CONDITIONING	Facilities
CREW CHIEF III – PLUMBING AND HEATING	Facilities
CUSTODIAL TRAINING COORDINATOR	Facilities
ELECTRICAL AND REFRIGERATION I	Facilities
ELECTRICAL AND REFRIGERATION II	Facilities
ENVIRONMENTAL COMPLIANCE ASSISTANT I	Facilities
ENVIRONMENTAL COMPLIANCE COORDINATOR	Facilities
ENVIRONMENTAL COMPLIANCE COORDINATOR – WASTEWATER	Facilities
GROUNDS AND EQUIPMENT MAINTENANCE I	Facilities
GROUNDS AND EQUIPMENT MAINTENANCE II	Facilities
GROUNDS AND EQUIPMENT MAINTENANCE III	Facilities
HEATING, VENTILATION AND AIR CONDITIONING TECHNICIAN I	Facilities
HEATING, VENTILATION AND AIR CONDITIONING TECHNICIAN II	Facilities
LOCKSMITH I	Facilities
LOCKSMITH II	Facilities
MAINTENANCE MECHANIC I	Facilities
MECHANICAL MAINTENANCE ASSISTANT	Facilities
PAINTER I	Facilities
PAINTER II	Facilities
PLUMBING AND HEATING I	Facilities
PLUMBING AND HEATING II	Facilities
PREVENTATIVE MAINTENANCE TECHNICIAN	Facilities
ROOFING, WATERPROOFING AND DELIVERY I	Facilities
ROOFING, WATERPROOFING AND DELIVERY II	Facilities
SUPPLY, EQUIPMENT AND INVENTORY CONTROL	Facilities
SYSTEMS MECHANIC I (<i>revised description of: Pesticide Applicator</i>)	Facilities
FOOD AND NUTRITION DIETITIAN	Food & Nutrition
FOOD AND NUTRITION SERVICE COOK	Food & Nutrition
FOOD AND NUTRITION SERVICE EQUIPMENT MECHANIC	Food & Nutrition
FOOD AND NUTRITION SERVICE TECHNICIAN	Food & Nutrition
GENERAL FOOD AND NUTRITION SERVICE WORKER	Food & Nutrition
MATERIAL COORDINATOR – FOOD SERVICES (PURCHASING)	Food & Nutrition
SATELLITE-SCHOOL LEAD GENERAL WORKER	Food & Nutrition
BUSINESS AND INSTRUCTIONAL EQUIPMENT REPAIR (OTIS)	OTIS
BUSINESS AND INSTRUCTIONAL EQUIPMENT REPAIR II	OTIS
COMPUTER OPERATOR I	OTIS
COMPUTER OPERATOR II	OTIS
COMPUTER PROGRAMMER I	OTIS
COMPUTER SUPPORT TECHNICIAN	OTIS
ELECTRONICS TECHNICIAN	OTIS
HARDWARE OPERATIONS SPECIALIST	OTIS
HARDWARE TECHNICIAN FOR MAC'S	OTIS
NETWORK SPECIALIST	OTIS
SOFTWARE APPLICATIONS SPECIALIST	OTIS
TELECOMMUNICATIONS TECHNICIAN	OTIS
USER SUPPORT ANALYST II	OTIS

PRINT SHOP HELPER
PRINTER
PRINTER II
WAREHOUSE MANAGER
WAREHOUSEPERSON I
WAREHOUSEPERSON II
WAREHOUSEPERSON III

Purchasing
Purchasing
Purchasing
Purchasing
Purchasing
Purchasing

DISPATCHER
FLEET INVENTORY COORDINATOR
MECHANIC HELPER
OTIS DISPATCHER (replaced w/revised version of Telecommunications Technician> 3/2004)
SCHOOL BUS ATTENDANT
SCHOOL BUS DRIVER
VEHICLE MAINTENANCE CHIEF
VEHICLE MECHANIC I
VEHICLE MECHANIC II
VEHICLE MECHANIC III

Transportation
Transportation
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Transportation

Signatures of the negotiators who confirm the agreement reached on the above items and who recommend its total agreement for ratification by the Board of Education and the American Federation of State, County and Municipal Employees:

Representatives of the American Federation of State, County and Municipal Employees

/s/ Kory Blake
/s/ Ryan Genovese
/s/ Deborah Tell
/s/ Michael Burton
/s/ Elizabeth Brown

Representatives of the Board of Education of Harford County

/s/ Jeffrey M. Fradel
/s/ Jonathan D. O'Neal
/s/ Charles L. Taibi
/s/ Cornell S. Brown
/s/ Catherine Scussel

Harford County Public Schools

Hourly Wage Schedule for Drivers and Attendants

Fiscal Year 2010-2011

Grade	1	2	3	4	5	6	7	8	9	10
Bus Drivers	\$13.94	\$14.36	\$14.79	\$15.23	\$15.69	\$16.16	\$16.65	\$17.15	\$17.66	\$18.19
Bus Attendants	10.37	10.68	11.00	11.33	11.67	12.02	12.38	12.76	13.14	13.53

Employees on this salary schedule receive a \$750 longevity increment after 14, 19, and 24 years of continuous service with the Harford County Public Schools. The longevity increment becomes effective July 1st or February 1st after the employee completes 14, 19, or 24 years of continuous service with HCPS. **Effective July 1, 2007, all Harford County Public Schools experience will count towards longevity increments.**

Harford County Public Schools
Salary Schedule for Food Service Employees
Fiscal Year 2010-2011

	1	2	3	4	5	6	7	8	9	10
General Worker										
3 Hours	6,476	6,670	6,870	7,076	7,289	7,507	7,732	7,964	8,203	8,449
3.5 Hours	7,555	7,782	8,014	8,255	8,503	8,758	9,021	9,291	9,571	9,857
General Worker										
6 Hours	12,951	13,340	13,739	14,152	14,577	15,014	15,465	15,929	16,406	16,898
General/Lead Worker										
6 Hours	13,253	13,641	14,041	14,454	14,878	15,315	15,765	16,230	16,707	17,200
7 Hours	15,461	15,915	16,381	16,863	17,357	17,867	18,394	18,934	19,492	20,066
Cook										
6 Hours	13,919	14,337	14,767	15,210	15,667	16,136	16,621	17,119	17,633	18,162
Manager I										
8 Hours	23,239	23,936	24,654	25,394	26,156	26,940	27,749	28,581	29,439	30,322
Manager II										
8 Hours	24,776	25,520	26,285	27,073	27,886	28,722	29,584	30,472	31,385	32,327

NOTE: Salaries for personnel who work less than the listed number of hours are prorated accordingly.

Employees on this salary schedule receive a \$750 longevity increment after 14, 19, and 24 years of continuous service with the Harford County Public Schools. The longevity increment becomes effective July 1st or February 1st after the employee completes 14, 19, and 24 years of continuous service with HCPS. **Effective July 1, 2007, all Harford County Public Schools experience will count towards longevity increments.**

The Lead General Worker in a satellite school will receive a twenty-five cents per hour differential.

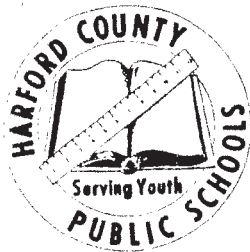
Harford County Public Schools
Salary Schedule for Twelve Month AFSCME Employees
Fiscal Year 2010-2011

	STEP									
	1	2	3	4	5	6	7	8	9	10
1	\$24,032	\$24,753	\$25,496	\$26,261	\$27,049	\$27,860	\$28,696	\$29,556	\$30,443	\$31,357
2	\$25,735	\$26,507	\$27,303	\$28,122	\$28,965	\$29,835	\$30,730	\$31,651	\$32,601	\$33,579
3	\$27,435	\$28,258	\$29,105	\$29,978	\$30,878	\$31,804	\$32,758	\$33,741	\$34,753	\$35,796
4	\$29,136	\$30,010	\$30,910	\$31,837	\$32,792	\$33,776	\$34,790	\$35,833	\$36,908	\$38,016
5	\$31,175	\$32,111	\$33,074	\$34,065	\$35,088	\$36,140	\$37,224	\$38,342	\$39,492	\$40,677
6	\$33,222	\$34,219	\$35,245	\$36,303	\$37,392	\$38,514	\$39,669	\$40,858	\$42,085	\$43,347
7	\$35,250	\$36,308	\$37,397	\$38,520	\$39,675	\$40,866	\$42,091	\$43,354	\$44,654	\$45,994
8	\$37,294	\$38,413	\$39,565	\$40,753	\$41,975	\$43,234	\$44,531	\$45,867	\$47,243	\$48,660
9	\$39,672	\$40,861	\$42,088	\$43,350	\$44,651	\$45,990	\$47,370	\$48,791	\$50,254	\$51,762
10	\$42,055	\$43,317	\$44,617	\$45,955	\$47,333	\$48,754	\$50,216	\$51,723	\$53,274	\$54,873
11	\$44,433	\$45,766	\$47,138	\$48,553	\$50,010	\$51,510	\$53,056	\$54,647	\$56,286	\$57,975
12	\$46,815	\$48,220	\$49,666	\$51,157	\$52,691	\$54,272	\$55,900	\$57,577	\$59,305	\$61,084

GRADE

Employees on this salary schedule receive a \$750 longevity increment after 14, 19, and 24 years of continuous service with the Harford County Public Schools. The longevity increment becomes effective July 1st or February 1st after the employee completes 14, 19, and 24 years of continuous service with HCPS. **Effective July 1, 2007, all Harford County Public Schools experience will count towards longevity increments.**

Shift Differential: Employees who work second shift will receive a forty-cents per hour differential.



Harford County Public Schools

102 S. Hickory Avenue • Bel Air, MD 21014 • 410-838-7300 • Fax 410-893-2478

Robert M. Tomback, Ph.D., Superintendent of Schools

June 2, 2010

Ms. Deborah Tell, President
The American Federation of State, County,
and Municipal Employees
27 Lewis Drive
Aberdeen, MD 21001

Dear Ms. Tell:

The purpose of this letter is to articulate the Board's policy regarding time that will be considered to constitute hours worked for the purpose of determining an employee's eligibility for overtime payment.

For the period commencing July 1, 2010, the School System will treat hours of approved annual leave, sick leave, personal business leave, and bereavement leave as hours worked for purposes of determining entitlement to overtime. In addition, the School System will consider as hours worked hours in which an employee is absent in response to a legal summons in cases in which the employee is not a party (e.g., plaintiff, defendant, third-party defendant or plaintiff.)

As noted, this policy will terminate automatically on June 30, 2015, unless extended as a result of negotiations. At that time, the School System's existing written policy, under which leave will not be counted as hours worked for any purposes, will be reinstated. In addition, during the five-year period referred to in this letter, the School System will monitor the use of overtime by employees. In the event that the School System determines that this trial policy is being abused as a result of the use of leave, the School System will discuss its concerns with the union. Please understand; however, that if the perceived problems are not rectified, the School System reserves the right to reinstate its existing written policy as described above prior to June 30, 2015.

The School System's willingness to participate in this trial does not in any other way constitute a waiver by the Board of Education of Harford County any of its rights.

Sincerely,

Jeffrey M. Fradel
Senior Manager of Staff Relations

pc: File

**MEMORANDUM OF UNDERSTANDING
BETWEEN
THE HARFORD COUNTY BOARD OF EDUCATION
AND
THE AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES**

This Memorandum of Understanding constitutes an agreement between the Harford County Board of Education and the American Federation of State, County and Municipal Employees (AFSCME).

AFSCME and the Board agree to establish a joint study group to gather information regarding the pay structure of the Transportation Department based on the following conditions:

- a. Investigate the financial impact of converting the current manifest pay practices to a standardized FTE system.
- b. Seek information regarding payment of Bus Drivers and Bus Attendants in other comparative school systems.
- c. Gather feedback from stakeholders on the impact of current and FTE system pay practices
- d. AFSCME and the Board may each appoint no more than six (6) people to serve on the study group.
- e. The joint study group shall begin its work during the 2010-2011 School Year and shall complete its report no later than December 1, 2010.
- f. If this study results in mutual agreement to revise the pay structure for the Transportation Department, then the parties agree to reopen bargaining for the purpose of implementing the changes.

For AFSCME



Date 6/2/10

For the Board



Date 6/2/10

**MEMORANDUM OF UNDERSTANDING
BETWEEN
THE HARFORD COUNTY BOARD OF EDUCATION
AND
THE AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES**

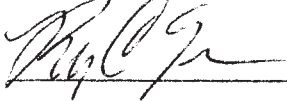
The Memorandum of Understanding constitutes an agreement between the Harford County Board of Education and the American Federation of State, County and Municipal Employees (AFSCME) to investigate the development of a formal, collaborative, career opportunity program.

The components of the program shall include:

- Training (internal/external)
- Promotional/Career/Growth opportunities
- Available resources (e.g. tuition reimbursement)
- Methods to communicate resources
- Skills assessment
- Career mapping

Membership of the committee shall be comprised of appropriate representatives of AFSCME and the Board. The committee's work shall conclude no later than June 30, 2011.

For AFSCME



Date

6/2/10

For the Board



Date

6/2/10

**MEMORANDUM OF UNDERSTANDING
BETWEEN
THE HARFORD COUNTY BOARD OF EDUCATION
AND
THE AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES**

The Memorandum of Understanding constitutes an agreement between the Harford County Board of Education and the American Federation of State, County and Municipal Employees (AFSCME) that upon agreement of all employee units, AFSCME and the Board agree to negotiate the establishment of a sick leave transfer process for all employees that experience incapacitating or catastrophic illness, injury or quarantine, and who have exhausted all of their accrued sick, personal, annual leave, and compensatory time.

For AFSCME


_____ Date 6/2/10

For the Board


_____ Date 6/2/10

Medical Benefits Options

Effective for plan year July 1, 2010 – June 30, 2011

The Benefits	CareFirst BlueCross BlueShield Preferred Provider Organization	
	In-Network	Out-of-Network
DEDUCTIBLE	\$100 Individual / \$200 Family aggregate (Deductible applies to all services unless otherwise noted.)	\$300 Individual / \$600 Family aggregate (Deductible applies to all services unless otherwise noted.)
ANNUAL MAXIMUM	Combined in and out-of-network out-of-pocket maximum: \$2,400 Individual / \$4,800 Family	
LIFETIME MAXIMUM	Unlimited	
HOSPITAL		
Hospital Room/Semi-Private	365 days at 90% AB*	365 days at 70% AB*
Skilled Nursing Facility	90% AB* (must occur within 15 days of a prior hospital admission)	70% AB* (must occur within 15 days of a prior hospital admission)
Inpatient Rehabilitation	90% AB* (combined with out-of-network)	70% AB* (combined with in-network)
Outpatient Rehabilitation	90% AB	70% AB
Outpatient Surgery	90% AB	70% AB
Emergency Care	\$75 facility copay (waived if admitted)	\$75 facility copay (waived if admitted)
PHYSICIAN SERVICES		
Surgeon	90% AB	70% AB
Assistant Surgeon	90% AB	90% AB
Anesthesiologist	90% AB	90% AB
In-Hospital Medical	90% AB	70% AB
MEDICAL SERVICES		
Office visits	\$15 PCP / \$20 Specialist office copay (no deductible)	70% AB
Diagnostic X-rays	90% AB	90% AB inpatient / 70% AB office
Radiation Therapy	90% AB	70% AB
Chemotherapy	90% AB	70% AB
Laboratory tests	90% AB	90% AB inpatient / 70% AB office
Allergy testing	90% AB	70% AB
Allergy Treatment/Injections	90% AB	70% AB
Physical, Speech and Occupational Therapy (combined visits)	\$20 Specialist office; \$25 OP Facility, \$25 OP Professional (no deductible); 100 visit maximum per calendar year (occupational/speech combined in- and out-of-network)	70% AB. 100 visit maximum per calendar year (occupational/speech combined in- and out-of-network)
Chiropractic Care	\$20 Specialist office Therapy services (no deductible); 100 visit maximum per calendar year combined with physical therapy	70% of AB; 100 visit maximum per calendar year combined with physical therapy.
PREVENTIVE CARE		
Well Child Care/Immunization	\$15 PCP/\$20 Specialist office copay (no deductible)	70% AB after deductible
Routine Physical Exam	Age 18+ one per calendar year; \$15 PCP/\$25 Outpatient Professional; \$300 maximum including immunization and diagnostic tests (no deductible)	Age 18+ one per calendar year; 70% AB after deductible; \$300 maximum including immunization and diagnostic tests
Breast Cancer Screening/ Routine Mammography	100% AB (no deductible) (limited to 1 per 5 yrs age 35-39; 1 per 24 Months age 40-49 and 1 per 12 months 50+)	100% AB (no deductible) (Limited to 1 per 5 yrs age 35-39; 1 per 24 months age 40-49; and 1 per 12 months 50+)

AB = Allowed Benefit

This chart contains highlights only and is subject to change. The specific terms of coverage, exclusions and limitations are contained in the Summary Plan Description, the Group Benefit Guide or the Group Service Agreement. AB—Allowed Benefit. AWP—Average Wholesale Price.

* Precertification required or penalties may apply.

CareFirst BlueCross BlueShield Traditional (closed plan; not accepting new enrollees)	BlueChoice HMO
\$200	\$100 Individual / \$200 Family aggregate
Stop Loss: \$25,000	None
\$250,000 of major medical benefit	None
Covered at 100% AB 365 days*	Covered in full
100% AB* (must occur within 15 days of a prior hospital admission)	Covered in full when authorized for up to 60 days per contract year (excludes custodial services)
100% AB up to 70 days per calendar year*	Combined with speech, physical, occupational and cognitive therapy and chiropractic services (maximum of 60 visits per condition per contract year)
80% AB after deductible	\$15 Specialist Copay; combined with speech, physical, occupational and cognitive therapy and chiropractic services (maximum of 60 visits per condition per contract year)
100% AB	Covered in full
100% of AB for sudden & serious care within 72 hours of accident or trauma; thereafter 80% of AB after deductible	\$50 copay, (waived if admitted) Urgent Care Center \$30 copay
100% AB	Covered in full
100% AB	Covered in full
100% AB	Covered in full
100% AB	Covered in full
80% of AB after deductible	\$10 PCP/\$15 Specialist copay
100% of AB when medically necessary	100% after applicable copay
100% AB	\$15 Specialist copay
100% AB	\$15 Specialist copay
Covered at 100% AB	100% after applicable copay
80% AB after deductible	\$10 PCP/\$15 Specialist copay
80% AB after deductible	\$10 PCP/\$15 Specialist copay
Benefits available at 80% of AB after deductible is met: unlimited days/visits	Maximum of 60 visits per condition per contract year. \$15 Specialist copay Combined with speech and occupational therapy.
80% AB after deductible	\$15 Specialist copay; combined with physical, speech and occupational therapy.
80% AB (no deductible)	\$10 PCP/\$15 Specialist copay (no deductible)
No benefit	\$10 PCP/\$15 Specialist copay per visit (no deductible) One per calendar year with PCP recommendation
100% AB (limited to 1 per 5 yrs age 35-39; 1 per 24 months age 40-49; and 1 per 12 months 50+)	\$10 copay (no deductible); annually age 40+

Medical Benefits Options

Effective for plan year July 1, 2010 – June 30, 2011

The Benefits	CareFirst BlueCross BlueShield Preferred Provider Organization	
	In-Network	Out-of-Network
Routine Gynecological Exam	One per calendar year. \$15 copay office / \$25 specialist	One per calendar year. 70% AB after deductible
Eye Exams	No Benefit	No Benefit
Eye Glasses	No benefit	No Benefit
SPECIAL SERVICES		
Durable Medical Equipment	90% AB	70% AB
Home Health Care Visits*	Facility: 90% AB*	Facility: 70% AB*
Hospice	90% AB*	70% AB*
Maternity Care	90% AB	70% AB
Nursery Care (Must be enrolled within 30 days)	90% AB	70% AB
Family Planning	No benefit	No Benefit
Infertility Services	90% AB, pre-approval required. Artificial Insemination - 90% AB, pre-approval required; InVitro Fertilization - 90% AB, pre-approval required; (limited to 3 attempts per live birth not to exceed a maximum lifetime limit of \$100,000)	70% AB, pre-approval required. Artificial Insemination - 70% AB, pre-approval required; InVitro Fertilization - 70% AB, pre-approval required; (limited to 3 attempts per live birth not to exceed a maximum lifetime limit of \$100,000)
Ambulance When Medically Necessary	90% AB; private ground and air ambulance only	90% AB; private ground and air ambulance only
Adult Hearing Benefits (once every 36 months)	90% AB	70% AB after deductible
Child Hearing Benefits (once every 36 months)	90% AB	70% AB after deductible
MENTAL HEALTH AND SUBSTANCE ABUSE SERVICES		(administered by Magellan Behavioral Health)
Inpatient Care	90% AB	70% AB
Outpatient Care	\$15 copay (no deductible) Precertification required prior to the 9th visit or penalties may apply	70% AB Precertification required prior to the 9th visit or penalties may apply
PRESCRIPTION DRUGS		
Retail Prescription Drug	\$10 copay generic drug (Tier 1) \$25 copay preferred brand (Tier 2) \$40 copay non-preferred brand (Tier 3) Maintenance medication up to 90 day supply 2X copay: \$20 copay – generic drug (Tier 1) \$50 copay – preferred brand (Tier 2) \$80 copay – non-preferred brand (Tier 3)	
Mail Order Drug	Walgreens Mail Service Prescription Program for maintenance medication 1X copay - Up to 90 day supply \$10 copay – generic drug (Tier 1) \$25 copay – preferred brand (Tier 2) \$40 copay – non-preferred brand (Tier 3)	
Oral Contraceptives	\$10 copay generic drug (Tier 1) \$25 copay preferred brand (Tier 2) \$40 copay non- preferred brand (Tier 3) (Up to 90 day supply 1X copay through mail order or 2X copay retail)	

CareFirst BlueCross BlueShield Traditional (closed plan; not accepting new enrollees)	BlueChoice HMO
No benefit	\$10 copay per visit self-referral
No benefit for routine exam	\$25 copay per annual visit no-referral
No Benefit	Discounts available at participating optical centers.
80% AB after deductible	Covered in Full
100% of AB when medically necessary as an alternative to hospitalization; 90 days maximum per calendar year (Home Health Aide limited to 40 visits) then 80% after deductible for additional 90 days	Covered in Full
100% of AB* Respite care - 14 days per year	Covered in full
Inpatient hospital care covered at 100% of AB for Participating Providers Pre & Post Natal covered 80% after deductible	\$10 copay to confirm pregnancy: covered in full thereafter Birthing Center - covered in full
100% of AB for first pediatric visit in hospital or home, if home delivery	Covered in full
No Benefit	\$10 copay
Covered at 100% AB, pre-approval required; Artificial Insemination - Covered at 100% AB, pre-approval required; InVitro Fertilization - Covered at 100% AB, pre-approval required; (limited to 3 attempts per live birth not to exceed a maximum lifetime limit of \$100,000)	Pre-approval required Artificial Insemination - 50% copayment of charges (limited to 6 cycles per lifetime) InVitro Fertilization - 50% copayment of charges (limited to 3 attempts per live birth not to exceed a maximum lifetime limit of \$100,000)
80% of AB after deductible; private ground and air ambulance only	Covered in full
80% AB after deductible	\$10 PCP/\$15 Specialist copay
100% AB (no deductible)	Limited to a maximum of \$1,400 every 36 months for one hearing aid for each hearing impaired ear; under 18 only
Covered at 100% AB up to 60 days combined with Inpatient Substance Abuse*	Covered in full
80% AB after deductible Precertification required prior to the 9th visit or penalties may apply	\$10 copay
Present Membership Card at participating pharmacy, Member pay 100% AWP and then submit to medical plan to cover 80% of AB after deductible for prescription drugs	\$5 copay – generic drug (Tier 1) \$15 copay – preferred brand (Tier 2) \$35 copay – non-preferred brand (Tier 3) Maintenance drugs: 90 day supply, 3 times retail copay: \$15 copay – generic drug (Tier 1) \$45 copay – preferred brand (Tier 2) \$105 copay – non-preferred brand (Tier 3)
Walgreens Mail Service Prescription Program for maintenance medication \$20 copay - Up to 100 day supply	Walgreens Mail Service - 2X retail copay – up to 90 day supply \$10 copay – generic drug (Tier 1) \$30 copay – preferred brand (Tier 2) \$70 copay – non-preferred brand (Tier 3)
Present Membership Card at participating pharmacy, Member pay 100% AWP and then submit to medical plan to cover 80% of AB after deductible for prescription drugs	\$5 copay – generic drug (Tier 1) \$15 copay – preferred brand (Tier 2) \$35 copay – non-preferred brand (Tier 3) (90 day supply for 2 times copay through mail order or 3x copay retail)