# **NEGOTIATED AGREEMENT**

# Between

# THE BOARD OF EDUCATION OF HARFORD COUNTY

and

# THE AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES

July 1, 2020 THROUGH June 30, 2023

(REVISED: July 1, 2021)

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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 follow procedures provided by the Education Article, Title 6, Subtitle 5, of the Annotated Code of Maryland.
- 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.

**1.8** This agreement shall take effect on **July 1**, **2020** and shall remain in full force and effect through **June 30**, **2023** with reopeners on salary, health care, and **two (2) specific** language items by both parties each school year. The Board and the Union agree that with the exceptions of the reopeners 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 reopeners 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.

## 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, AFSCME PEOPLE fund, 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 20<sup>th</sup> and June 30<sup>th</sup> of the last year of the contract agreement, compiled for submission to the board before September 30<sup>th</sup>. The mailing address is:

Director of AFSCME Council 67/<u>Local 2471</u> 1410 Bush Street Baltimore, MD 21230

The amounts to be deducted shall be certified to the Board by the Union. The aggregate deductions, together with an itemized statement, shall be remitted monthly to the Union. Such

deductions shall be made by via electronic funds transfer to the account authorized by the Comptroller of AFSCME Council 67.

- 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.** No less than once a month Board will provide to AFSCME, in Excel format, a list of all bargaining unit employees. List will contain the following:
  - (1) Name;
  - (2) Position classification;
  - (3) Home and work site telephone numbers;
  - (4) Home and work site telephone numbers;
  - (5) Personal cell phone number; and
  - (6) Work e-mail addresses.

- 3.14 **Vacancies.** Upon release for posting the bargaining unit will be provided a copy of the vacancy notices within the unit.
- 3.15 New Member Access: Within thirty (30) days of the new employee's start date, AFSCME representative will be given (30) minutes to meet with new employee. *AFSCME representative will contact the employee's Supervisor at least two (2) days in advance of proposed meeting to establish a mutually agreeable meeting time.* The new employee's time will be paid for the meeting and it shall not replace lunch break or any other designated paid leave.

The Board will provide notice to the AFSCME President when a new employee starts. Notice will include all information that is specified in 3.13.

## 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 12month 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 182 days for bus drivers and attendants assigned to a Harford County Public Schools schedule. Additional working days may be required and will be determined by the school calendar for the school serviced for bus drivers and attendants. 187 days for general food service employees, and 188 for food service cooks and leads. 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 vacancies will be posted. 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 within the specified time limit stated on the announcement. Only those who submit a complete application will be considered.

Employees may apply for promotional opportunities subject to Article 4.4. Employees may apply for voluntary transfer opportunities subject to Article 4.5.

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 who have a current minimum rating of "satisfactory" on their performance evaluation. The request must be in writing and must be received via the application process.

Supervisors shall offer an interview to the two voluntary transfer candidates with the longest continuous service in Harford County Public Schools, before a new employee candidate can be selected for a vacancy.

Employees who have been in their current position/assignment for less than 12 months and are applying for a lateral position are not eligible.

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.

Employees and the Union will be given sixty (60) calendar days' notice before any reduction in force.

4.9 **Disciplinary Action.** Disciplinary action should as a general matter be progressive in nature and issued in a timely manner. Disciplinary action for just cause may include: verbal reprimand, written reprimand, suspension with or without pay, and termination. Site based discipline that is referred to the Superintendent shall not be considered final and shall not be included in an employee's permanent file.

**For matters of discharge and suspension,** 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 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, personnel file, **and worksite 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 before they enter the file.

Employees may request through the Superintendent consideration of the removal of adverse items after two (2) years.

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.

AFCME 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.

Employees shall provide one working contact phone number where they can be reached. Any changes to the contact phone number shall be given to the supervisor by the employee.

## 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 For fiscal years 2020 - 2023, all AFSCME employees will receive a step increase and longevity included in the implementation of a 30 step salary scale, effective July 1, 2020. Placement on the salary scale shall not reduce the employee's current salary including longevity at the time of implementation.

1% COLA or highest COLA offered to other units on July 1, 2021.

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.
- 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 no employee volunteers, overtime assignments will be filled on a rotating schedule as established by the administrator. 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.

Overtime hours. Upon request from the employee, information on hours of overtime will be supplied by the payroll department.

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. Under normal circumstances, 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 unless approved by the Assistant Superintendent for Human Resources.
- 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 12month 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 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. 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.
- 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 seven (7) days of leave for death in the immediate family. The employee will be paid for any of the seven (7) consecutive days of leave which are duty days. Immediate family shall include spouse, child, stepchild, parent, brother, sister, 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. Leave shall begin the day after death, except when the service, funeral, or other appropriate ceremony is scheduled beyond the seven (7) days following the day after death. In the latter circumstance, all leave shall be taken at such time as to include the service. 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-five (25) or more hours a week. Effective July 1, 2015, Board contributions to all health and dental plans for employees hired or transferred into part-time positions of less than 25 hours a week will be at 50% of the Board's contribution for full-time employees identified in this article.

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 July 1, and ending June 30. Voluntary supplemental Life Insurance will be offered at full cost (100%) to the individual.

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.** The Board will make available for the duration of the Agreement the following health insurance programs to eligible employees who enroll in the programs:
  - The HMO plan at a 95% /5% premium split
  - A Triple Health Option plan at an 85/15 premium split

Effective July 1, 2019, the following adjustment will made to the health insurance plan:

- 1. Move from Formulary 1 to Formulary 2
- 2. Mandatory Maintenance Choice
- 3. Managed Pharmacy Network
- 4. Increase all Deductibles by \$50 individual / \$100 family
- 5. Increase all non-emergency visit copayments by \$5 (excluding pharmacy)
- 6. Increase emergency room visit copayments by \$25
- 7. Increase prescription copayments by \$10 at all levels

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 Dental Insurance.** The Board's rate of contribution shall be 90% of the total premium for all 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 a .625 FTE, .75 FTE. or a 1.0 FTE position.
- 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. Drivers and Attendants would have to indicate if they would like to be considered for a .625 FTE, .75 FTE, .875 FTE or 1.0 FTE position. 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 indicating the minimum FTE position.

Positions 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 will be assigned to take field trips on an as needed basis beginning with any bus that is not meeting the minimum hour requirement for the assigned FTE. 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 **Assignment of Additional Work.** Any Driver or Attendant that is not meeting the minimum FTE hours as required for the position will be assigned additional work that may include field trips, work experience, shuttles, community based trips, middays or other run assignments as needed to transport students. Should the additional work assignment not be able to be filled by a driver and attendant not meeting the minimum FTE, drivers within the geographical area will be assigned beginning with the senior available driver.
- 10.8 **Minimum FTE Requirements.** Additional trips, shuttles, or routes may be assigned as needed for operational efficiency. Employees are expected to work beyond the minimum hours.

## 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

DATA ANALYST
COMMUNICATIONS SPECIALIST GRAPHIC DESIGN AND TECHINICAL SPECIALIST
CONSTRUCTION PROJECT ASSISTANT DRAFTSPERSON – ARCHIVIST
BUILDING MANAGER – CENTRAL ADMININSTRATION BUILDING CHIEF CUSTODIAN LEVEL I CHIEF CUSTODIAN LEVEL II CHIEF CUSTODIAN LEVEL III CHIEF CUSTODIAN LEVEL IV CUSTODIAN LEVEL IV CUSTODIAN I CUSTODIAN II CUSTODIAN II
AUTOMATED BUILDING SYSTEMS TECHNICIAN AUTOMATIC SPRINKLER TECHNICIAN BOILER TECHNICIAN I BOILER TECHNICIAN I BUILDING EQUIPMENT MAINTENANCE I BUILDING EQUIPMENT MAINTENANCE I BUILDING EQUIPMENT MAINTENANCE I BUILDING TRADES I CREW CHIEF I – PAINTING CREW CHIEF I – PAINTING CREW CHIEF I – POING, WATERPROOFING, AND MOVING CREW CHIEF I – BUILDING EQUIPMENT MAINTENANCE CREW CHIEF I – BUILDING TRADES CREW CHIEF I I – BUILDING TRADES CREW CHIEF I I – BUILDING TRADES CREW CHIEF II – BUILDING TRADES CREW CHIEF III – BUILDING TRADES CREW CHIEF III – ELECTRICAL AND REFRIGERATION CREW CHIEF III – BUILDING AND HEQUIPMENT MAINTENANCE CREW CHIEF III – BUILDING AND HEATING CREW CHIEF III – BUILDING AND HEATING CREW CHIEF III – PLUMBING AND HEATING CUSTODIAL COORDINATOR ASSISTANT ELECTRICAL AND REFRIGERATION I ELECTRICAL AND REFRIGERATION I ELECTRICAL AND REFRIGERATION I ENVIRONMENTAL COMPLIANCE COORDINATOR ENVIRONMENTAL COMPLIANCE I GROUNDS AND EQUIPMENT MAINTENANCE I GROUNDS AND EQUIPMENT MAINTENANCE I GROUNDS AND EQUIPMENT MAINTENANCE I HEATING, VENTILATION AND AIR CONDITIONING TECHNICIAN I HEATING, VENTILATION AND AIR CONDITIONING TECHNICIAN I LOCKSMITH I MAINTENANCE MECHANIC I MECHANICAL MAINTENANCE ASSISTANT PAINTER I PAINTER I PAINTER I PULMBING AND HEATING I PLUMBING AND HEATING I PLUM
ROOFING, WATERPROOFING AND DELIVERY I ROOFING, WATERPROOFING AND DELIVERY II SUPPLY, EQUIPMENT AND INVENTORY CONTROL WORK ORDER COORDINATOR
FOOD AND NUTRITION SERVICES EQUIPMENT MECHANIC I FOOD AND NUTRITION SERVICES EQUIPMENT MECHANIC II GENERAL FOOD AND NUTRITION SERVICE WORKER MATERIAL COORDINATOR – FOOD SERVICES (PURCHASING) PRODUCTION CENTER ASSISTANT SATELLITE KITCHEN ASSISTANT
APPLICATION SUPPORT ANALYST AUDIO/VIDEO TECHNICIAN COMPUTER SUPPORT TECHNICIAN ELECTRONICS TECHNICIAN I PRINTER I PRINTER II

**TECHNOLOGY TECHNICIAN** 

Communications Communications Construction Construction

Accountability

Custodial Custodial Custodial Custodial Custodial Custodial Custodial Custodial Custodial

Facilities Food & Nutrition Food & Nutrition

OTIS OTIS OTIS OTIS OTIS OTIS OTIS TELECOMMUNICATIONS TECHNICIAN

DISTRIBUTION CENTER ASSISTANT DISTRIBUTION CENTER ASSOCIATE I DISTRIBUTION CENTER ASSOCIATE II DISTRIBUTION CENTER ASSOCIATE III DISTRIBUTION CENTER MANAGER

SCHOOL SAFETY LIAISON

DISPATCHER - TRANSPORTATION FLEET INVENTORY COORDINATOR MECHANIC HELPER SCHOOL BUS ATTENDANT SCHOOL BUS DRIVER VEHICLE MECHANIC I VEHICLE MECHANIC II VEHICLE MECHANIC III OTIS

Purchasing Purchasing Purchasing Purchasing Purchasing

Safety & Security

Transportation Transportation Transportation Transportation Transportation Transportation Transportation

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

This Memorandum of Understanding (MOU) constitutes an agreement between the Harford County Board of Education ("Board") and the American Federation of State, County and Municipal Employees (AFSCME) for the purpose of changing the practice and application of Article XI, Miscellaneous, Section 11.3 of the AFSCME negotiated agreement.

Currently 11.3 "Appropriate uniforms are provided for custodial, maintenance, and food service employees", the Board provides pants and shirts to those employees. The Parties agree that pants will no longer be provided by the Board, however, employees performing heavy-duty tasks will be provided coveralls by the Board

The date of execution of this MOU is the effective date of changes as stated above.

#### **AFSCME** Representative(s)

sinh Tel Signature Date

Signature

Date

Board Representative(s)

Martzna 4/1/19 Date Date Date

## MEMORANDUM OF UNDERSTANDING between

#### HARFORD COUNTY PUBLIC SCHOOLS

and

#### American Federation of State, County and Municipal Employees

The parties have met in order to address necessary changes to the hours of work as it pertains to ten-month bus drivers and attendants. Effective July 1, 2020, under Article 4.1 of the current Negotiated Agreement the duty year for ten-moth bus drivers and attendants shall consist of 182 days as stated below between Harford County Public Schools ("HCPS") and the American Federation of State, County and Municipal Employees ("AFSCME" or "the Association"), it is hereby AGREED this 30th of June, 2020, to revise Article 4.1 the following:

1. The duty year for ten-month employees shall consist of 182 days for bus drivers and attendants assigned to Harford County Public School schedule.

Agreed to in Bel Air, Maryland.

FOR Harford County **Public Schools:** 

John the hurs

FOR American Federation of State, County and Municipal

Employees:

-Deborah Tell

### **MEMORANDUM OF UNDERSTANDING**

#### BETWEEN

### THE BOARD OF EDUCATION OF HARFORD COUNTY

#### AND

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

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

The terms of the Negotiated Agreement dated July 1, 2020 – June 30, 2023 shall remain in effect through June 30, 2023. ASFCME has agreed to accept the "Me Too" salary offer received by any other represented employee group and forgo negotiations of terms for the 2021-2022 school year. Negotiations will start in December for the 2022-2023 school year. The following language will be incorporated into the extended agreement.

#### Article 6.1 The Board and Association agree to the following salary:

For fiscal years 2021-2022:

- Eligible AFSCME employees will receive a Step
- 1% COLA on all scales except Bus Drivers and Bus Attendant scales.
- A 7% market adjustment will be applied to Bus Driver and Bus Attendant scales.

LMoxley 5. 19. 21 Date

Mr. M. Tury 5/19/2021 Date Date

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/ Ryan Genovese, Chief Negotiator
- /s/ Deborah Tell
- /s/ Joe Livingston
- /s/ Linda Witmer
- /s/ Jackie Cassady

Representatives of the Board of Education of Harford County

- /s/ Jeffrey M. Fradel, Chief Negotiator
- /s/ Jean Mantegna
- /s/ BangTam Miller
- /s/ Cornell S. Brown, Jr.
- /s/ Eric Clark

Harford County Public Schools										
True	e Hourlv R	ate and Ar	nnual Salar	v Schedu	le					
			Days) July	-						
	5 Hours				True Hourly					
STEP	0.625 F TE	6 Hours 0.75 FTE DR6	7 Hours 0.875 FTE DR7	8 Hours 1.0 FTE DR8	Rate 8 Hrs					
4	DR5				¢10.00					
1	\$15,364	\$18437	\$21,509	\$24,582 \$25,225	\$16.88					
2	\$15,829	\$18994	\$22,160	\$25,325	\$17.39					
3	\$16,301	\$19562	\$22,822	\$26,082	\$17.91					
4	\$16,786	\$20144	\$23,500	\$26,858	\$18.45					
5	\$17,293	\$20752	\$24,211	\$27,669	\$19.00					
6	\$17,811	\$21374	\$24,936	\$28,498	\$19.57					
7	\$18,352	\$22023	\$25,693	\$29,363	\$20.17					
8	\$18,903	\$22684	\$26,464	\$30,245	\$20.77					
9	\$19,464	\$23358	\$27,251	\$31,143	\$21.39					
10	\$20,048	\$24058	\$28,067	\$32,076	\$22.03					
11	\$20,208	\$24218	\$28,228	\$32,237	\$22.14					
12	\$20,369	\$24379	\$28,388	\$32,397	\$22.25					
13	\$20,529	\$24539	\$28,549	\$32,558	\$22.36					
14	\$20,690	\$24700	\$28,709	\$32,718	\$22.47					
15	\$20,850	\$24860	\$28,870	\$32,879	\$22.58					
16			\$29,030	\$33,039	\$22.69					
17			\$29,191	\$33,200	\$22.80					
18	\$21,332	\$25342	\$29,351	\$33,360	\$22.91					
19	\$21,492	\$25502	\$29,512	\$33,521	\$23.02					
20	\$21,653	\$25663	\$29,672	\$33,681	\$23.13					
21	\$21,813	\$25823	\$29,833	\$33,842	\$23.24					
22	\$21,974	\$25984	\$29,993	\$34,002	\$23.35					
23	\$22,134	\$26144	\$30,154	\$34,163	\$23.46					
24	\$22,295	\$26305	\$30,314	\$34,323	\$23.57					
25	\$22,455	\$26465	\$30,475	\$34,484	\$23.68					
26	\$22,616	\$26626	\$30,635	\$34,644	\$23.79					
27	\$22,776	\$26786	\$30,796	\$34,805	\$23.90					
28	\$22,937	\$26947	\$30,956	\$34,965	\$24.01					
29	\$23,097	\$27107	\$31,117	\$35,126	\$24.12					
30	\$23,258	\$27268	\$31,277	\$35,286	\$24.24					
	· · ·	I	· · · ·		Original					

Harford County Public Schools True Hourly Rate and Annual Salary Schedule for Bus Attendants (182 Days) July 1, 2021											
STEP	5 Hours 0.625 FTE	6 Hours 0.75 FTE	7 Hours 0.875 FTE	8 Hours 1.0 FTE	True Hourly Rate 8 Hrs						
1	\$11,430	\$13,715	\$16,002	\$18,287	\$12.56						
2	\$11,771	\$14,126	\$16,480	\$18,834	\$12.94						
3	\$12,124	\$14,549	\$16,973	\$19,398	\$13.32						
4	\$12,488	\$14,985	\$17,483	\$19,980	\$13.72						
5	\$12,862	\$15,435	\$18,007	\$20,579	\$14.13						
6	\$13,249	\$15,898	\$18,548	\$21,198	\$14.56						
7	\$13,646	\$16,374	\$19,104	\$21,832	\$14.99						
8	\$14,063	\$16,876	\$19,688	\$22,501	\$15.45						
9	\$14,484	\$17,381	\$20,278	\$23,174	\$15.92						
10	\$14,913	\$17,895	\$20,878	\$23,860	\$16.39						
11	\$15,073	\$18,055	\$21,038	\$24,020	\$16.50						
12	\$15,234	\$18,216	\$21,199	\$24,181	\$16.61						
13	\$15,394	\$18,376	\$21,359	\$24,341	\$16.72						
14	\$15,555	\$18,537	\$21,520	\$24,502	\$16.83						
15	\$15,715	\$18,697	\$21,680	\$24,662	\$16.94						
16	\$15,876	\$18,858	\$21,841	\$24,823	\$17.05						
17	\$16,036	\$19,018	\$22,001	\$24,983	\$17.16						
18	\$16,197	\$19,179	\$22,162	\$25,144	\$17.27						
19	\$16,357	\$19,339	\$22,322	\$25,304	\$17.38						
20	\$16,518	\$19,500	\$22,483	\$25,465	\$17.49						
21	\$16,678	\$19,660	\$22,643	\$25,625	\$17.60						
22	\$16,839	\$19,821	\$22,804	\$25,786	\$17.71						
23	\$16,999	\$19,981	\$22,964	\$25,946	\$17.82						
24	\$17,160	\$20,142	\$23,125	\$26,107	\$17.93						
25	\$17,320	\$20,302	\$23,285	\$26,267	\$18.04						
26	\$17,481	\$20,463	\$23,446	\$26,428	\$18.15						
27	\$17,641	\$20,623	\$23,606	\$26,588	\$18.26						
28	\$17,802	\$20,784	\$23,767	\$26,749	\$18.37						
29	\$17,962	\$20,944	\$23,927	\$26,909	\$18.48						
30	\$18,123	\$21,105	\$24,088	\$27,070	\$18.59						
		-	-		Original						

Harford County Public Schools Salary Schedule for Food Service Employees										
	Salary S	Schedule	for Foo	d Service	Employ	ees				
		Effe	ctive July	y 1, 2021						
	G	eneral Work		Satellite	Kitchen	Production Center				
	G		ei	Assi	Assistant					
STEP	3.0 Hours	3.5 Hours	6.0 Hours	6.0 Hours	7.0 Hours	Assistant 6.0 Hours				
1	\$7,402	\$8,636	\$14,805	\$18,241	\$21,281	\$18,555				
2	\$7,624	\$8,895	\$15,249	\$18,788	\$21,920	\$19,112				
3	\$7,853	\$9,161	\$15,706	\$19,352	\$22,578	\$19,685				
4	\$8,089	\$9,436	\$16,177	\$19,902	\$23,220	\$20,275				
5	\$8,331	\$9,720	\$16,663	\$20,499	\$23,916	\$20,913				
6	\$8,581	\$10,011	\$17,163	\$21,113	\$24,633	\$21,510				
7	\$8,839	\$10,312	\$17,678	\$21,747	\$25,373	\$22,155				
8	\$9,104	\$10,621	\$18,208	\$22,400	\$26,134	\$22,820				
9	\$9,377	\$10,939	\$18,754	\$23,070	\$26,916	\$23,505				
10	\$9,658	\$11,267	\$19,316	\$23,763	\$27,725	\$24,210				
11	\$9,734	\$11,356	\$19,468	\$23,915	\$27,901	\$24,361				
12	\$9,810	\$11,444	\$19,619	\$24,066	\$28,078	\$24,513				
13	\$9,885	\$11,532	\$19,771	\$24,218	\$28,255	\$24,664				
14	\$9,961	\$11,621	\$19,922	\$24,369	\$28,432	\$24,816				
15	\$10,037	\$11,709	\$20,074	\$24,521	\$28,608	\$24,967				
16	\$10,113	\$11,797	\$20,225	\$24,672	\$28,785	\$25,119				
17	\$10,188	\$11,886	\$20,377	\$24,824	\$28,962	\$25,270				
18	\$10,264	\$11,974	\$20,528	\$24,975	\$29,139	\$25,422				
19	\$10,340	\$12,062	\$20,680	\$25,127	\$29,315	\$25,573				
20	\$10,416	\$12,151	\$20,831	\$25,278	\$29,492	\$25,725				
21	\$10,491	\$12,239	\$20,983	\$25,430	\$29,669	\$25,876				
22	\$10,567	\$12,328	\$21,134	\$25,581	\$29,846	\$26,028				
23	\$10,643	\$12,416	\$21,286	\$25,733	\$30,022	\$26,179				
24	\$10,719	\$12,504	\$21,437	\$25,884	\$30,199	\$26,331				
25	\$10,794	\$12,593	\$21,589	\$26,036	\$30,376	\$26,482				
26	\$10,870	\$12,681	\$21,740	\$26,187	\$30,553	\$26,634				
27	\$10,946	\$12,769	\$21,892	\$26,339	\$30,729	\$26,785				
28	\$11,022	\$12,858	\$22,043	\$26,490	\$30,906	\$26,937				
29	\$11,097	\$12,946	\$22,195	\$26,642	\$31,083	\$27,088				
30	\$11,173	\$13,035	\$22,346	\$26,793	\$31,260	\$27,240				
NOTE: .	Salaries for p	ersonnel who	o work less th	an the listed i	number of ho	Original ours are prorate				

	Harford County Public Schools Salary Schedule for Twelve Month AFSCME Employees												
			Salary	/ Sched	lule for	Twelve	e Month	n AFSC	ME Em	ployee	S		
					Eff	ective .	July 1, :	2021					
STEP	GRADE	1	2	3	4	5	6	7	8	9	10	11	12
	1	\$27,471	\$29,417	\$31,362	\$33,306	\$35,636	\$37,977	\$40,295	\$42,631	\$45,350	\$48,074	\$50,792	\$53,515
	2	\$28,295	\$30,300	\$32,302	\$34,305	\$36,706	\$39,116	\$41,504	\$43,911	\$46,708	\$49,516	\$52,316	\$55,121
	3	\$29,145	\$31,210	\$33,270	\$35,334	\$37,807	\$40,289	\$42,749	\$45,227	\$48,111	\$51,002	\$53,885	\$56,773
	4	\$30,019	\$32,146	\$34,268	\$36,393	\$38,940	\$41,498	\$44,033	\$46,585	\$49,554	\$52,531	\$55,502	\$58,478
	5	\$30,920	\$33,110	\$35,297	\$37,485	\$40,110	\$42,743	\$45,353	\$47,982	\$51,041	\$54,107	\$57,167	\$60,232
	6	\$31,847	\$34,105	\$36,356	\$38,609	\$41,312	\$44,026	\$46,715	\$49,421	\$52,572	\$55,731	\$58,881	\$62,039
	7	\$32,803	\$35,128	\$37,446	\$39,769	\$42,551	\$45,346	\$48,115	\$50,904	\$54,149	\$57,402	\$60,648	\$63,900
	8	\$33,787	\$36,180	\$38,570	\$40,962	\$43,829	\$46,705	\$49,559	\$52,431	\$55,773	\$59,125	\$62,467	\$65,818
	9	\$34,800	\$37,267	\$39,726	\$42,190	\$45,144	\$48,108	\$51,044	\$54,004	\$57,446	\$60,898	\$64,341	\$67,792
	10	\$35,845	\$38,385	\$40,919	\$43,456	\$46,498	\$49,551	\$52,577	\$55,624	\$59,170	\$62,726	\$66,271	\$69,825
	11	\$35,996	\$38,537	\$41,071	\$43,608	\$46,650	\$49,702	\$52,728	\$55,775	\$59,321	\$62,878	\$66,423	\$69,977
	12	\$36,148	\$38,688	\$41,222	\$43,759	\$46,801	\$49,854	\$52,880	\$55,927	\$59,473	\$63,029	\$66,574	\$70,128
	13	\$36,299	\$38,840	\$41,374	\$43,911	\$46,953	\$50,005	\$53,031	\$56,078	\$59,624	\$63,181	\$66,726	\$70,280
	14	\$36,451	\$38,991	\$41,525	\$44,062	\$47,104	\$50,157	\$53,183	\$56,230	\$59,776	\$63,332	\$66,877	\$70,431
	15	\$36,602	\$39,143	\$41,677	\$44,214	\$47,256	\$50,308	\$53,334	\$56,381	\$59,927	\$63,484	\$67,029	\$70,583
	16	\$36,754	\$39,294	\$41,828	\$44,365	\$47,407	\$50,460	\$53,486	\$56,533	\$60,079	\$63,635	\$67,180	\$70,734
	17	\$36,905	\$39,446	\$41,980	\$44,517	\$47,559	\$50,611	\$53,637	\$56,684	\$60,230	\$63,787	\$67,332	\$70,886
	18	\$37,057	\$39,597	\$42,131	\$44,668	\$47,710	\$50,763	\$53,789	\$56,836	\$60,382	\$63,938	\$67,483	\$71,037
	19	\$37,208	\$39,749	\$42,283	\$44,820	\$47,862	\$50,914	\$53,940	\$56,987	\$60,533	\$64,090	\$67,635	\$71,189
	20	\$37,360	\$39,900	\$42,434	\$44,971	\$48,013	\$51,066	\$54,092	\$57,139	\$60,685	\$64,241	\$67,786	\$71,340
-	21	\$37,511	\$40,052	\$42,586	\$45,123	\$48,165	\$51,217	\$54,243	\$57,290	\$60,836	\$64,393	\$67,938	\$71,492
	22	\$37,663	\$40,203	\$42,737	\$45,274	\$48,316	\$51,369	\$54,395	\$57,442	\$60,988	\$64,544	\$68,089	\$71,643
	23	\$37,814	\$40,355	\$42,889	\$45,426	\$48,468	\$51,520	\$54,546	\$57,593	\$61,139	\$64,696	\$68,241	\$71,795
-	24	\$37,966	\$40,506	\$43,040	\$45,577	\$48,619	\$51,672	\$54,698	\$57,745	\$61,291	\$64,847	\$68,392	\$71,946
	25	\$38,117	\$40,658	\$43,192	\$45,729	\$48,771	\$51,823	\$54,849	\$57,896	\$61,442	\$64,999	\$68,544	\$72,098
	26	\$38,269	\$40,809	\$43,343	\$45,880	\$48,922	\$51,975	\$55,001	\$58,048	\$61,594	\$65,150	\$68,695	\$72,249
	27	\$38,420	\$40,961	\$43,495	\$46,032	\$49,074	\$52,126	\$55,152	\$58,199	\$61,745	\$65,302	\$68,847	\$72,401
	28	\$38,572	\$41,112	\$43,646	\$46,183	\$49,225	\$52,278	\$55,304	\$58,351	\$61,897	\$65,453	\$68,998	\$72,552
	29	\$38,723	\$41,264	\$43,798	\$46,335	\$49,377	\$52,429	\$55,455	\$58,502	\$62,048	\$65,605	\$69,150	\$72,704
	30	\$38,875	\$41,415	\$43,949	\$46,486	\$49,528	\$52,581	\$55,607	\$58,654	\$62,200	\$65,756	\$69,301	\$72,855
													Original

Harford County Public Schools Salary Schedule for Twelve Month AFSCME Employees												
		Salary	Joneo						pioyee	5		
				-11		July 1,						
					(Seco	nd Shif	t)					
STEP   GRADE	1	2	3	4	5	6	7	8	9	10	11	12
1	\$28,311	\$30,258	\$32,202	\$34,146	\$36,476	\$38,817	\$41,135	\$43,471	\$46,190	\$48,914	\$51,632	\$54,355
2	\$29,135	\$31,140	\$33,142	\$35,145	\$37,547	\$39,957	\$42,344	\$44,751	\$47,549	\$50,357	\$53,156	\$55,961
3	\$29,985	\$32,050	\$34,111	\$36,174	\$38,648	\$41,129	\$43,590	\$46,067	\$48,952	\$51,842	\$54,725	\$57,613
4	\$30,860	\$32,987	\$35,109	\$37,234	\$39,780	\$42,338	\$44,873	\$47,426	\$50,394	\$53,371	\$56,342	\$59,318
5	\$31,760	\$33,950	\$36,138	\$38,325	\$40,950	\$43,584	\$46,193	\$48,822	\$51,882	\$54,947	\$58,007	\$61,073
6	\$32,688	\$34,945	\$37,196	\$39,450	\$42,152	\$44,866	\$47,555	\$50,262	\$53,412	\$56,571	\$59,721	\$62,880
7	\$33,643	\$35,968	\$38,286	\$40,609	\$43,392	\$46,186	\$48,956	\$51,744	\$54,989	\$58,243	\$61,489	\$64,740
8	\$34,627	\$37,021	\$39,410	\$41,802	\$44,669	\$47,546	\$50,399	\$53,271	\$56,614	\$59,966	\$63,308	\$66,658
9	\$35,640	\$38,107	\$40,567	\$43,030	\$45,984	\$48,949	\$51,885	\$54,844	\$58,286	\$61,738	\$65,181	\$68,633
10	\$36,685	\$39,225	\$41,759	\$44,297	\$47,339	\$50,391	\$53,417	\$56,464	\$60,010	\$63,566	\$67,111	\$70,666
11	\$36,837	\$39,377	\$41,911	\$44,448	\$47,490	\$50,542	\$53,568	\$56,616	\$60,162	\$63,718	\$67,263	\$70,817
12	\$36,988	\$39,528	\$42,062	\$44,600	\$47,642	\$50,694	\$53,720	\$56,767	\$60,313	\$63,869	\$67,414	\$70,969
13	\$37,140	\$39,680	\$42,214	\$44,751	\$47,793	\$50,845	\$53,871	\$56,919	\$60,465	\$64,021	\$67,566	\$71,120
14	\$37,291	\$39,831	\$42,365	\$44,903	\$47,945	\$50,997	\$54,023	\$57,070	\$60,616	\$64,172	\$67,717	\$71,272
15	\$37,443	\$39,983	\$42,517	\$45,054	\$48,096	\$51,148	\$54,174	\$57,222	\$60,768	\$64,324	\$67,869	\$71,423
16	\$37,594	\$40,134	\$42,668	\$45,206	\$48,248	\$51,300	\$54,326	\$57,373	\$60,919	\$64,475	\$68,020	\$71,575
17	\$37,746	\$40,286	\$42,820	\$45,357	\$48,399	\$51,451	\$54,477	\$57,525	\$61,071	\$64,627	\$68,172	\$71,726
18	\$37,897	\$40,437	\$42,971	\$45,509	\$48,551	\$51,603	\$54,629	\$57,676	\$61,222	\$64,778	\$68,323	\$71,878
19	\$38,049	\$40,589	\$43,123	\$45,660	\$48,702	\$51,754	\$54,780	\$57,828	\$61,374	\$64,930	\$68,475	\$72,029
20	\$38,200	\$40,740	\$43,274	\$45,812	\$48,854	\$51,906	\$54,932	\$57,979	\$61,525	\$65,081	\$68,626	\$72,181
21	\$38,352	\$40,892	\$43,426	\$45,963	\$49,005	\$52,057	\$55,083	\$58,131	\$61,677	\$65,233	\$68,778	\$72,332
22	\$38,503	\$41,043	\$43,577	\$46,115	\$49,157	\$52,209	\$55,235	\$58,282	\$61,828	\$65,384	\$68,929	\$72,484
23	\$38,655	\$41,195	\$43,729	\$46,266	\$49,308	\$52,360	\$55,386	\$58,434	\$61,980	\$65,536	\$69,081	\$72,635
24	\$38,806	\$41,346	\$43,880	\$46,418	\$49,460	\$52,512	\$55,538	\$58,585	\$62,131	\$65,687	\$69,232	\$72,787
25	\$38,958	\$41,498	\$44,032	\$46,569	\$49,611	\$52,663	\$55,689	\$58,737	\$62,283	\$65,839	\$69,384	\$72,938
26	\$39,109	\$41,649	\$44,183	\$46,721	\$49,763	\$52,815	\$55,841	\$58,888	\$62,434	\$65,990	\$69,535	\$73,090
27	\$39,261	\$41,801	\$44,335	\$46,872	\$49,914	\$52,966	\$55,992	\$59,040	\$62,586	\$66,142	\$69,687	\$73,241
28	\$39,412	\$41,952	\$44,486	\$47,024	\$50,066	\$53,118	\$56,144	\$59,191	\$62,737	\$66,293	\$69,838	\$73,393
29	\$39,564	\$42,104	\$44,638	\$47,175	\$50,217	\$53,269	\$56,295	\$59,343	\$62,889	\$66,445	\$69,990	\$73,544
30	\$39,715	\$42,255	\$44,789	\$47,327	\$50,369	\$53,421	\$56,447	\$59,494	\$63,040	\$66,596	\$70,141	\$73,696
Shift Differentia	I: Employe	es who wo	ork second	shift will re	eceive a fo	rty-cents pe	er hour diff	erential.				Original

Harford (	Harford County Public Schools		
Salary Schedule for Ten Month			
AF	AFSCME Employees		
	ective July 1, 2021		
STEP   GRADE	1		
1	\$33,140		
2	\$34,134		
3	\$35,158		
4	\$36,214		
5	\$37,299		
6	\$38,418		
7	\$39,571		
8	\$40,758		
9	\$41,981		
10	\$43,240		
11	\$43,392		
12	\$43,543		
13	\$43,695		
14	\$43,846		
15	\$43,998		
16	\$44,149		
17	\$44,301		
18	\$44,452		
19	\$44,604		
20	\$44,755		
21	\$44,907		
22	\$45,058		
23	\$45,210		
24	\$45,361		
25	\$45,513		
26	\$45,664		
27	\$45,816		
28	\$45,967		
29	\$46,119		
30	\$46,270		
	Original		

Harford County Public Schools Salary Schedule for Ten Month School Safety Liaisons Effective July 1, 2021		
STEP   GRADE	1	
1	\$33,140	
2	\$34,134	
3	\$35,158	
4	\$36,214	
5	\$37,299	
6	\$38,418	
7	\$39,571	
8	\$40,758	
9	\$41,981	
10	\$43,240	
11	\$43,392	
12	\$43,543	
13	\$43,695	
14	\$43,846	
15	\$43,998	
16	\$44,149	
17	\$44,301	
18	\$44,452	
19	\$44,604	
20	\$44,755	
21	\$44,907	
22	\$45,058	
23	\$45,210	
24	\$45,361	
25	\$45,513	
26	\$45,664	
27	\$45,816	
28	\$45,967	
29	\$46,119	
30	\$46,270	
	Original	



# Harford County Board of Education Medical Benefits Options

Effective for Plan Year July 1, 2021 – June 30, 2022

# **Medical Benefits Options**

Effective for plan year July 1, 2021–June 30, 2022

	BlueChoice HMO OpenAccess	
The Benefits	BlueChoice Providers	Level 1 BlueChoice Providers
DEDUCTIBLE—CONTRACT YEAR JULY 1–JUNE 30	\$150 Individual / \$300 Family aggregate (Deductible applies to all services unless otherwise noted; does not apply to Rx benefits)	\$50 Individual / \$100 Family aggregate (Deductible applies to all services unless otherwise noted; does not apply to Rx benefits)
MEDICAL OUT-OF-POCKET MAXIMUM	\$6,600 Individual/\$13,200 Family (integrated with Rx out-of-pocket maximum)	\$1,200 Individual /\$2,400 Family (combined in- and out-of-network)
LIFETIME MAXIMUM	Unlimited	Unlimited
HOSPITAL		
Hospital Room/Semi-Private*	100% AB	100% AB
Skilled Nursing Facility*	100% AB (limited to 60 days/contract year)	100% AB
Inpatient Rehabilitation*	100% AB (limited to 90 days/contract year)	100% AB
Outpatient Surgery	100% AB	100% AB
Emergency Care**	Emergency Room—\$75 copay (waived if admitted); Urgent Care Center—\$35 copay	Emergency Room—\$75 copay (waived if admitted); Urgent Care Center—\$20 copay
PHYSICIAN SERVICES		
Surgeon	100% AB	100% AB
Assistant Surgeon	100% AB	100% AB
Anesthesiologist	100% AB	100% AB
In-Hospital Medical	100% AB	100% AB
MEDICAL SERVICES		
Office Visits	\$15 PCP/\$20 Specialist copay	\$15 PCP/\$20 Specialist copay
Outpatient Facility	100% AB	100% AB
Outpatient Physician	\$15 PCP/\$20 Specialist copay	\$15 PCP/\$20 Specialist copay
Diagnostic X-rays	100% AB	100% AB
Radiation Therapy	\$20 Specialist copay	100% AB
Chemotherapy	\$20 Specialist copay	100% AB
Laboratory Tests	100% AB (LabCorp only)	100% AB (LabCorp only)
Allergy Testing	\$15 PCP/\$20 Specialist copay	100% AB
Allergy Treatment/Injections	\$15 PCP/\$20 Specialist copay	100% AB

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.

Triple Option			Shield Preferred Provider tion CORE
Level 2 BlueCross BlueShield PPO Providers	Level 3 Participating and Non-participating Providers	In-network BlueCross BlueShield PPO Providers	Out-of-network Participating and Non-participating Providers
\$50 Individual / \$100 Family aggregate (Deductible applies to all services unless otherwise noted; does not apply to Rx benefits)	\$250 Individual / \$500 Family aggregate (Deductible applies to all services unless otherwise noted; does not apply to Rx benefits)	\$150 Individual / \$300 Family aggregate (Deductible applies to all services unless otherwise noted; does not apply to Rx benefits)	\$350 Individual / \$700 Family aggregate (Deductible applies to all services unless otherwise noted; does not apply to Rx benefits)
	dual /\$2,400 Family and out-of-network)		l / \$4,800 Family d out-of-network)
		Unlimited	
100% AB	80% AB	90% AB	70% AB
100% AB	80% AB	90% AB	70% AB
100% AB	80% AB	90% AB	70% AB
100% AB	80% AB	90% AB	70% AB
Emergency Room— \$75 copay (waived if admitted); Urgent Care Center—\$25 copay	Emergency Room—\$75 copay (waived if admitted); Urgent Care Center—80% AB	Emergency Room—\$100 copay (no deductible— waived if admitted); Urgent Care Center—\$25 copay (no deductible)	Emergency Room—\$100 copay (no deductible—waived if admitted); Urgent Care Center—70% AB
100% AB	80% AB	90% AB	70% AB
100% AB	Paid as Level 2	90% AB	Paid as in-network
100% AB	Paid as Level 2	90% AB	Paid as in-network
100% AB	80% AB	90% AB	70% AB
\$20 PCP/\$25 Specialist copay	80% AB	\$20 PCP / \$25 Specialist copay (no deductible)	70% AB
100% AB	80% AB	100% AB	70% AB
\$30 copay	80% AB	\$30 copay	70% AB
100% AB	Inpatient—Paid as Level 2 Office & Outpatient—80% AB	90% AB	90% AB inpatient / 70% AB office
100% AB	80% AB	90% AB	70% AB
100% AB	80% AB	90% AB	70% AB
100% AB	Inpatient—Paid as Level 2 Office & Outpatient—80% AB	90% AB	90% AB inpatient / 70% AB office
100% AB	80% AB	90% AB	70% AB
100% AB	80% AB	90% AB	70% AB

<sup>\*</sup> Precertification required or penalties may apply. \*\* Overnight stays for observation are not considered an inpatient admission.

The Benefits	BlueChoice HMO OpenAccess BlueChoice Providers	Level 1 BlueChoice Providers	
MEDICAL SERVICES (CONTINUED)			
Physical, Speech and Occupational Therapy (combined visits)	\$20 Specialist copay; 60 visit maximum per condition per contract year combined with speech and occupational therapy	\$20 Specialist copay; 100 visit maximum per contract year combined with speech and occupational therapy	
Chiropractic Care (Spinal Manipulation)	\$20 Specialist copay; 60 visit maximum per condition per contract year	\$20 Specialist copay	
Acupuncture	Not covered	\$20 Specialist copay	
PREVENTIVE CARE			
Well Child Care/Immunization	100% AB (no deductible)	100% AB (no deductible)	
Routine Physical Exam	100% AB (no deductible)	100% AB (no deductible)	
Breast Cancer Screening/ Routine Mammography	100% AB (no deductible)	100% AB (no deductible)	
Prostate Cancer Screening	100% AB (no deductible)	100% AB (no deductible)	
Routine Gynecological Exam (one per contract year)	100% AB (no deductible)	100% AB (no deductible)	
Eye Exams	\$10 copay per annual visit no-referral (Davis Vision provider) (no deductible)	\$10 copay per annual visit no-referral (Davis Vision provider) (no deductible)	
Eye Glasses/Lenses/Contact Lenses	Discounts available; See pages 29–31	Discounts available; See pages 29–31	
SPECIAL SERVICES			
Durable Medical Equipment	100% AB	100% AB	
Home Health Care Visits*	100% AB	100% AB	
Hospice*	100% AB	100% AB	
Maternity Care (Pre/Post/ Delivery)	100% AB	100% AB	
Nursery Care (Must be enrolled within 30 days)	100% AB	100% AB	
Infertility Services	Pre-approval required Artificial Insemination—50% AB of charges (limited to 6 attempts per live birth); In Vitro Fertilization—50% AB of charges (limited to 3 attempts per live birth not to exceed a maximum lifetime limit of \$100,000)	Pre-approval required Artificial Insemination—100% AB of charges (limited to 6 attempts per live birth); In Vitro Fertilization—100% AB of charges (limited to 3 attempts per live birth not to exceed a maximum lifetime limit of \$100,000)	
Lapband Benefits	100% AB	100% AB	
Surgical Treatment for Morbid Obesity (Gastric Bypass & Gastric Sleeve) (prior authorization required)	100% AB at a BlueDistinction center	100% AB at a BlueDistinction center	

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.

Triple Option			Shield Preferred Provider tion CORE	
Level 2 BlueCross BlueShield PPO Providers	Cross BlueShield Participating and BlueCross BlueShield		Out-of-network Participating and Non-participating Providers	
\$25 Specialist office; \$30 OP Facility; \$30 OP Professional; 100 visit maximum per contract year (occupational/ speech combined in- and out-of-network)	80% AB; 100 visit maximum per contract year (occupational/ speech combined in- and out- of-network)	\$25 Specialist office copay; \$30 OP Facility, \$30 OP Professional (no deductible); 100 visit maximum per contract year (occupational/speech combined in- and out-of-network)	70% AB; 100 visit maximum per contract year (occupational/ speech combined in- and out- of-network)	
\$25 Specialist copay	80% AB	\$25 Specialist copay	70% AB	
\$25 Specialist copay	80% AB	\$25 Specialist copay	70% AB	
	000/ 10		700/ 40	
100% AB (no deductible)	80% AB	100% AB (no deductible)	70% AB	
100% AB (no deductible)	80% AB	100% AB (no deductible)	70% AB	
100% AB (no deductible)	100% AB (no deductible)	100% AB (no deductible)	100% AB (no deductible)	
100% AB (no deductible)	100% AB (no deductible)	100% AB (no deductible)	100% AB (no deductible)	
100% AB (no deductible)	80% AB	100% AB (no deductible)	70% AB	
	nnual visit no-referral ovider) (no deductible)	No Benefit	No Benefit	
Discounts available; See pa	ges 29-31	No Benefit	No Benefit	
100% AB	80% AB	90% AB	70% AB	
100% AB	80% AB	90% AB	70% AB	
100% AB	80% AB	90% AB	70% AB	
100% AB	80% AB	100% AB	70% AB	
100% AB	80% AB	90% AB	70% AB	
Artificial Insemination—100% AB, pre-approval required (limited to 6 attempts per live birth); In Vitro Fertilization—100% AB, pre-approval required; (limited to 3 attempts per live birth not to exceed a maximum lifetime limit of \$100,000)	Artificial Insemination—80% AB, pre-approval required (limited to 6 attempts per live birth); In Vitro Fertilization—80% AB, pre-approval required; (limited to 3 attempts per live birth not to exceed a maximum lifetime limit of \$100,000)	Artificial Insemination—90% AB, pre-approval required (limited to 6 attempts per live birth); In Vitro Fertilization—90% AB, pre-approval required; (limited to 3 attempts per live birth not to exceed a maximum lifetime limit of \$100,000)	Artificial Insemination—70% AB, pre-approval required (limited to 6 attempts per live birth); In Vitro Fertilization—70% AB, pre-approval required; (limited to 3 attempts per live birth not to exceed a maximum lifetime limit of \$100,000)	
100% AB	80% AB	90% AB	70% AB	
100% AB at a BlueDistinction center	80% AB at a BlueDistinction center	90% AB at a BlueDistinction center	70% AB at a BlueDistinction center	

\* Precertification required or penalties may apply. \*\* Mandatory generic substitution—see the CareFirst Drug Program section on page 20.

	BlueChoice HMO OpenAccess	
The Benefits	BlueChoice Providers	Level 1 BlueChoice Providers
SPECIAL SERVICES (CONTINUED)		
Ambulance When Medically Necessary (surface, air, private, and public)	100% AB	100% AB
Hearing Exam	\$20 copay	\$20 copay
Hearing Aids (one per hearing impaired ear every 36 months)	100% AB	100% AB
MENTAL HEALTH AND SUBSTANCE ABUSE SERVICES		
Inpatient Care*	100% AB	100% AB
Outpatient Facility	100% AB	100% AB
Office Visits	\$15 copay	\$15 copay
PRESCRIPTION DRUGS USING FORMULARY 2		
Prescription Drug Out-of- Pocket Max.	\$6,600 Individual / \$13,200 Family (integrated with medical out-of-pocket maximum)	\$5,400 Individual / \$10,800 Family
Retail Prescription Drug**	<ul> <li>\$10 copay—Generic drug (Tier 1)</li> <li>\$20 copay—Preferred Brand (Tier 2)</li> <li>\$40 copay—Non-preferred Brand (Tier 3)</li> <li>Maintenance drugs: 90 day supply, 2 times retail copay at CVS only:</li> <li>\$20 copay—Generic drug (Tier 1)</li> <li>\$40 copay—Preferred Brand (Tier 2)</li> <li>\$80 copay—Non-preferred Brand (Tier 3)</li> </ul>	<ul> <li>\$15 copay Generic drug (Tier 1)</li> <li>\$30 copay Preferred Brand (Tier 2)</li> <li>\$45 copay Non-preferred Brand (Tier 3)</li> <li>Maintenance medication up to 90 day</li> <li>supply 1 times retail at CVS only:</li> <li>\$15 copay—Generic drug (Tier 1)</li> <li>\$30 copay—Preferred Brand (Tier 2)</li> <li>\$45 copay—Non-preferred Brand (Tier 3)</li> </ul>
Mail Order Drug**	CVS Caremark Mail Order—2 times retail copay— up to 90 day supply \$20 copay—Generic drug (Tier 1) \$40 copay—Preferred Brand (Tier 2) \$80 copay—Non-preferred Brand (Tier 3)	CVS Caremark Mail Order Prescription Program for maintenance medication 1 times copay—Up to 90 day supply \$15 copay—Generic drug (Tier 1) \$30 copay—Preferred Brand (Tier 2) \$45 copay—Non-preferred Brand (Tier 3)
Oral Contraceptives**	100% AB	100% AB
Diabetic Supplies	100% AB	100% AB

Remember: Maintenance medications after your second fill must be purchased at a CVS pharmacy or through CVS Mail Service Pharmacy.

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.

Triple Option			eShield Preferred Provider ation CORE
Level 2 BlueCross BlueShield PPO Providers	BlueCross BlueShield Participating and		Out-of-network Participating and Non-participating Providers
100% AB	Paid as Level 2	90% AB	Paid as in-network
\$25 copay	80% AB	\$25 copay	70% AB
100% AB	80% AB	90% AB (no deductible)	70% AB
	'		
100% AB	80% AB	90% AB	70% AB
100% AB	80% AB	90% AB	70% AB
\$20 copay	80% AB	\$20 copay (no deductible)	70% AB
\$5,400 Individual /	\$10,800 Family	\$4,200 Individual / \$8,400 Family	
<ul> <li>\$15 copay Generic drug (Tier 1)</li> <li>\$30 copay Preferred Brand (Tier 2)</li> <li>\$45 copay Non-preferred Brand (Tier 3)</li> <li>Maintenance medication up to 90 day supply 1 times retail at CVS only:</li> <li>\$15 copay—Generic drug (Tier 1)</li> <li>\$30 copay—Preferred Brand (Tier 2)</li> <li>\$45 copay—Non-preferred Brand (Tier 3)</li> </ul>		\$30 copay Prefe \$45 copay Non-pre Maintenance medication up t CVS \$15 copay—Ge \$30 copay—Prefe	eric drug (Tier 1) rred Brand (Tier 2) eferred Brand (Tier 3) o 90 day supply 1 times retail at 5 only: neric drug (Tier 1) erred Brand (Tier 2) eferred Brand (Tier 3)
CVS Caremark Mail Order Prescription Program for maintenance medication 1 times copay—Up to 90 day supply \$15 copay—Generic drug (Tier 1) \$30 copay—Preferred Brand (Tier 2) \$45 copay—Non-preferred Brand (Tier 3)		maintenance medication 1 tin \$15 copay—Ge \$30 copay—Prefe	er Prescription Program for nes copay—Up to 90 day supply neric drug (Tier 1) erred Brand (Tier 2) eferred Brand (Tier 3)
100% /	AB	100	)% AB
100% AB		100	)% AB

<sup>\*</sup> Precertification required or penalties may apply. \*\* Mandatory generic substitution—see the CareFirst Drug Program section on page 20.

## **CareFirst Drug Program Summary of Benefits** Formulary 2

Plan Feature	BlueChoice HMO Open Access	Triple Option	PPO CORE	Description
Deductible	None	None	None	Your benefit does not have a deductible.
Prescription Drug Out-of-Pocket Maximum	\$6,600 Individual/ \$13,200 Family	\$5,400 Individual/ \$10,800 Family	\$4,200 Individual/ \$8,400 Family	Your benefit does not have a family deductible maximum.
<b>Preventive Drugs</b> (up to a 34-day supply)	\$0 (not subject to deductible)	\$0 (not subject to deductible)	\$0 (not subject to deductible)	A preventive drug is a prescribed medication or item on CareFirst's Preventive Drug List.*
Oral Chemotherapy & Diabetic Supplies (up to a 34-day supply)	\$0	\$0	\$0	Diabetic supplies include needles, lancets, test strips and alcohol swabs.
Generic Drugs (Tier 1) (up to a 34-day supply)	\$10	\$15	\$15	Generic drugs are covered at this copay level.
Preferred Brand Drugs (Tier 2) (up to a 34-day supply)	\$20	\$30	\$30	All preferred brand drugs are covered at this copay level.
Non-Preferred Brand Drugs (Tier 3) (up to a 34-day supply)	\$40	\$45	\$45	All non-preferred brand drugs on this copay level are not on the Preferred Drug List.* Discuss using alternatives with your physician or pharmacist.
Maintenance Copays (up to a 90-day supply)				Maintenance medication must be purchased at a CVS pharmacy or
Retail (CVS only):				through Mail Service for a 90-day supply.
Generic	\$20	\$15	\$15	supply.
Preferred	\$40	\$30	\$30	
Non-preferred	\$80	\$45	\$45	
Mail Order:				
Generic	\$20	\$15	\$15	
Preferred	\$40	\$30	\$30	
Non-preferred	\$80	\$45	\$45	
Prior Authorization	to ensure that y targeted drugs. authorization pr	ou will achieve th Your physician or	e maximum clini pharmacist mus ost up-to-date pri	on. Prior Authorization is a tool used cal benefit from the use of specific t call (800) 294-5979 to begin the prior ior authorization list, visit the prescription
Mandatory Generic Substitution	pay the highest	copay plus, the d	ifference in cost l	instead of its Generic equivalent, you will between the Non-preferred Brand drug ile, you will only pay the copay.

## **Delta Dental**

Plan Benefit Highlights for:	Harford County Public Schools	
Group No:	00528 - PPO - Comprehensive	

	1520 - FFO - COII	iprenensive			SM	
Eligibility	Primary enrollee, spouse and eligible dependent children to the end of the month dependent turns age 26				Cdd	
Deductibles	Delta Dental PPO dentists: \$25 per person / \$50 per family each plan year Non-Delta Dental PPO dentists: \$50 per person / \$150 per family each plan year					
Deductibles waived for Diagnostic & Preventive (D & P) and Orthodontics?	Yes				EI TA	
Maximums	\$1,500 per persor	n each plan year				
D & P counts toward maximum?	No					
Waiting Period(s)	Basic Benefits None	Major Benefits None	Prosthodontics None	Orthodontics None	SHTS	
Benefits and Covered Services*	Delta Dental PPO dentists**					BHLIG
Diagnostic & Preventive Services Exams, cleanings, x-rays and sealants	100 %		65 %		BENEFIT HIGHLIGHTS	
Surgical Removal of Impacted Teeth	100 %		65 %		NEF	
Basic Services Fillings, denture repair/relining, stainless steel crowns, bridges, bridge recementation/repair and posterior composite restorations	80 %		50	) %	BEN	
Endodontics (root canals) Covered Under Basic Services	80	) %	50	0 %		
Periodontics (gum treatment) Covered Under Basic Services	80	) %	50	0 %		
Oral Surgery Covered Under Basic Services	80 %		50	) %		
Major Services Crowns, inlays, onlays and cast restorations	50 %		30	) %		
Prosthodontics Dentures	50 %		30	0 %		
Implants Covered <u>only</u> as an alternative to a fixed bridge	80 %		50	) %		
Orthodontic Benefits Dependent children to age 19	50 %		50	)%		
Orthodontic Maximums	\$800 L	\$800 Lifetime		ifetime		

\* Limitations or waiting periods may apply for some benefits; some services may be excluded from your plan. Reimbursement is based on Delta Dental maximum contract allowances and not necessarily each dentist's submitted fees.

\*\* Reimbursement is based on PPO contracted fees for PPO dentists, PPO contracted fees for Premier dentists and PPO contracted fees for non-Delta Dental dentists.

Delta Dental of Pennsylvania One Delta Drive Mechanicsburg, PA 17055	Customer Service 800-932-0783	<b>Claims Address</b> P.O. Box 2105 Mechanicsburg, PA 17055-6999
		0,

#### deltadentalins.com

This benefit information is not intended or designed to replace or serve as the plan's Evidence of Coverage or Summary Plan Description. If you have specific questions regarding the benefits, limitations or exclusions for your plan, please consult your company's benefits representative.

HLT\_PPO\_2COL\_DDP (Rev. 4/17/2017)

## **Delta Dental**

#### Plan Benefit Highlights for: Harford County Public Schools Group No: 00528 - PPO Plus Premier - Standard

Eligibility	Primary enrollee, spouse and eligible dependent children to the end of the month dependent turns age 26					
Deductibles	\$25 per person / \$50 per family each plan year					
Deductibles waived for Diagnostic & Preventive (D & P)?	Yes					
Maximums	\$1,500 per person each plan year					
D & P counts toward maximum?	No					
Waiting Period(s)	Basic Benefits None	Major Benefits None		Prosthodontics None		
Benefits and	Delta Dental Pl dentists**			Delta Dental PPO dentists**		
Covered Services*	ucintists			ucinists		
Diagnostic & Preventive Services Exams, cleanings, x-rays and sealants	100 %		100 %			
Basic Services Fillings, stainless steel crowns and posterior composite restorations	100 %		100 %			
Endodontics (root canals)	100 %		100 %			
Oral Surgery	100 %		100 %			
Periodontics (gum treatment)	0 %		0 %			
Major Services Crowns, inlays, onlays and cast restorations	0 %		0 %			
Prosthodontics Bridges and dentures	0 %			0 %		

**BENEFIT HIGHLIGHTS** 

Limitations or waiting periods may apply for some benefits; some services may be excluded from your plan. Reimbursement is based on Delta Dental maximum contract allowances and not necessarily each dentist's submitted fees.

\*\* Reimbursement is based on PPO contracted fees for PPO dentists, Premier contracted fees for Premier dentists and Premier contracted fees for non-Delta Dental dentists.

Delta Dental of PennsylvaniaCustomer ServiceOne Delta Drive800-932-0783Mechanicsburg, PA 17055800-932-0783	<b>Claims Address</b> P.O. Box 2105 Mechanicsburg, PA 17055-6999
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### deltadentalins.com

This benefit information is not intended or designed to replace or serve as the plan's Evidence of Coverage or Summary Plan Description. If you have specific questions regarding the benefits, limitations or exclusions for your plan, please consult your company's benefits representative.

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## **Benefit Plan Resources**

For the most current information, please consult the providers' websites or contact Customer Services:

Important Resources	Member Services Telephone Number	Web or Claims Mailing Address		
CareFirst BlueCross BlueShield Medical Claims	800-628-8549	carefirst.com	Mailroom Administrator PO Box 14115 Lexington, KY 40512	
Mental Health	800-245-7013	carefirst.com/mentalhealth		
CVS Caremark and Mail Order Pharmacy	800-241-3371	carefirst.com/rx		
Delta Dental	800-932-0783	deltadentalins.com	PO Box 2105 Mechanicsburg, PA 17055-2105	
Flexible Benefit Administrators, Inc. (FBA)	800-437-3539	flex-admin.com https://fba.wealthcareportal.com		
KEPRO (EAP)	866-795-5701	EAPHelplink.com; company code—HCPS		
State Retirement Agency	800-492-5909	sra.state.md.us		
Lincoln Rnancial Tax Deferred Compensation Plan (457b) (403b)	800-234-3500 Press "ව"	hcps.org/departments/humanresources/benefits/ retirement.aspx lincoinfinancial.com		
Harford County Public Schools Benefits Office	410-588-5275			
Benelogic	844-795-4086	https://hcps.benelogic.com		
Employee Incentives		https://hcps365.sharepoint.com/ sites/HumanResources/Staffing/ RecruitmentandRetention/default.aspx		