

AGREEMENT

between the

BOARD OF EDUCATION OF ALLEGANY COUNTY

and the

MARYLAND PUBLIC EMPLOYEES,

COUNCIL 67/LOCAL 1633e

**OF THE AMERICAN FEDERATION OF STATE, COUNTY AND
MUNICIPAL EMPLOYEES, AFL-CIO**

2022 – 2026

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DEFINITIONS

Whenever the following words are used in this Agreement, they shall refer to the following definitions, unless otherwise stipulated:

BOARD:

The Board of Education of Allegany County.

UNION:

The Maryland Public Employees Council 67/Local 1633e of the American Federation of State, County and Municipal Employees, AFL-CIO.

EMPLOYEE:

Any member of the bargaining unit

EMPLOYER:

The Board of Education of Allegany County.

ARTICLE I

PURPOSE

This Agreement has as its purpose the promotion of cooperative labor-management relations between the Board and the Union. It is the purpose of this Agreement to promote harmonious relations, cooperation and understanding between the Board of Education of Allegany County, Maryland and the members of the Maryland Public Employees Council 67/Local 1633e of the American Federation of State, County and Municipal Employees, AFL-CIO.

ARTICLE II

UNION'S RIGHTS, PRIVILEGES, AND RESPONSIBILITIES

Section 1. Recognition

In accordance with Title 6, Subtitle 4, Section 6-402 of the *Annotated Code of Maryland*, the Board recognizes the Union as the exclusive representative of hourly-paid permanent full-time, non-certificated employees in the food service, maintenance, and operations departments, for the purpose of establishing wages, hours and other conditions of employment.

Section 2. Dues Check-off

An employee may authorize a salary deduction to pay dues to the Union, and the Board recognizes such authorization as continuing. The Board will forward to the Union within one month by electronic transfer, any dues so collected and will advise the Union within ten days of any cancellations of authorizations for dues deductions. No later than October 31 of the school year the Board will provide the Union with a list of those employees who have authorized dues deduction. Membership lists and bargaining unit lists, including home address, phone number, assignment, and building location shall be remitted at the request of AFSCME via email with a frequency no greater than quarterly. During the employee's probationary period, dues will not be collected.

Each employee who, on the effective date of this Agreement, is a member of the Union, and each employee who elects to become a member, shall maintain membership in the Union unless the following procedure is followed; Between August 15 and September 15 the employee shall notify in writing that they

no longer wish to remain a member of the Union and wish to cease payroll deduction of dues. The Board agrees to notify the Union of such a request within ten (10) days of the date of receipt of written notification from the employee. Requests received outside of the 30 day window mentioned above will be forwarded to the Union for direction in allowing the employee request.

The Union shall indemnify and save the Board harmless against any and all claims, demands, suits, and other liabilities arising from acts of commission or omission by the Union or its agents in respect to the provisions of this item and particularly in reliance of any list, notice or assignment furnished by the Union or its agents under the provisions of this item.

Section 3. PAC Deductions

A. The Board shall make monthly payroll deductions voluntarily authorized by the employees to the P.E.O.P.L.E. The Union shall indemnify and save the Board harmless as stated in Article II, Section 2 of this Agreement.

B. Within the subsequent month, the Board shall forward to the Union an amount equal to the collective deductions for the previous month.

Section 4. Credit Union

A. The Board shall make payroll deductions authorized by bargaining unit employees in accordance with procedures established by the Board in consultation with the Allegany County Teachers Federal Credit Union (A.C.T.F.C.U.).

B. Within the subsequent month, the Board shall forward a check payable to the Credit Union for an amount equal to the collective deductions for the previous month.

ARTICLE III

GRIEVANCE PROCEDURE

Section 1. Definitions

A. Grievant: A unit member making the claim.

B. Grievance: A complaint by an employee, or, in the event of an action affecting Union rights, the Union, concerning the interpretation, application, or alleged violation of an expressed provision of this Agreement.

Section 2. General Provisions

A. Both parties agree that the grievance proceeding shall be kept as informal and confidential as may be appropriate.

B. All employer decisions above the first step shall be in writing. If any written reply from the appropriate employer level is not submitted within the allotted time, the grievance remedy shall be considered granted to the aggrieved employee/employees.

If the aggrieved employee/employees fail to appeal any management decision within the allotted time, said decision shall be considered accepted.

Time limits and/or steps may be waived by mutual agreement between both parties.

C. Any grievant has the right of representation by his steward or other Union representation at any step of the grievance procedure.

D. All documents, communications, and records relating to a grievance shall be filed separately from the personnel file of the grievant.

Section 3. Procedures

Step 1. Grievance must be presented in writing within twenty (20) working days after the date of its occurrence or the date on which the conditions causing the grievance became known or they will not be considered. The complaining employee shall discuss any grievance or dispute first with the immediate supervisor as per the aforementioned twenty (20) day period. The immediate supervisor shall endeavor to adjust the matter and shall respond to the employee within ten (10) days of such discussion. Under this step, the immediate supervisor shall mean the head custodian, cafeteria manager, or appropriate foreman.

Step 2. Within ten (10) working days after the discussion with the immediate supervisor, if the grievance has not been satisfactorily resolved, the complaining employee may file a written appeal, with the appropriate supervisor and discuss the grievance with said supervisor within ten (10) working days after the appeal is filed. The supervisor will render a decision within five (5) days of the discussion.

Step 3. Within ten (10) working days after the decision of the supervisor if the grievance has not been satisfactorily resolved, the complaining employee may file a written appeal to the human resources administrator.

Within ten (10) working days of the receipt of the step 2 appeal, the human resources administrator shall schedule a hearing on the grievance.

Written notice of the time and place of the hearing before the human resources administrator or her/his designee, shall be given to the grievant and the Union, at least three (3) days prior to the hearing.

Written notice of the decision rendered as a result of this hearing shall be given to the grievant and the Union within ten (10) working days of said hearing.

Step 4. Arbitration: Any grievance that has been properly filed in accordance with this procedure may be appealed to arbitration by the Union serving written notice to the Board within twenty (20) days following the receipt of the human resources administrator or her/his designee's decision. Following notification the Union and the Board shall attempt to agree upon the selection of the arbitrator. Should the Union and the Board be unable to agree upon an arbitrator within five (5) days following the Board's receipt of the Union's notice to appeal to arbitration, either party (upon written notice to the other party) may request the Federal Mediation and Conciliation Service to furnish a list of not less than five (5) arbitrators, one whom shall be designated by the parties as the arbitrator of the grievance. The request for a list of arbitrators must be made by the Union within five (5) days following the failure of the Board and the Union to agree on an arbitrator. Selection shall be made by the parties alternately striking any name from the list until only one name remains. The final name remaining who is available to serve shall be the arbitrator of the grievance.

The jurisdiction and authority of the arbitrator, her/his opinion and her/his award shall be confined to the provision or provisions at issue in the grievance. The arbitrator shall have no authority to add to, alter, detract from, amend or modify any provision in this Agreement, or to make award which will in any way deprive the Board of any of the powers delegated to it by law. The arbitrator shall hear only one grievance, unless both parties agree otherwise. The arbitrator's decision shall be made within thirty (30) days of the conclusion of the presentation of the case. The arbitrator's award shall be binding upon both parties.

The Union and the Board shall each bear its own expenses in the arbitration proceedings, except that they shall share equally the fee and the other expenses of the arbitrator. The Union and the Board will meet prior to the arbitration hearing to agree on those employees required to be present at the hearings; such appearance will be without loss of pay or benefits to the employees. Should the Union and the Board be unable to agree on those employees required to be at the arbitration hearing, the arbitrator will decide.

ARTICLE IV

DISCRIMINATION

Section 1. The Union and the Board agree that they will not discriminate as to age, sex, marital status, race, color, creed, national origin or political affiliation. The Union shall share equally with the employer the responsibility for applying this provision of the Agreement.

Section 2. The employer agrees not to interfere with the rights of employees to become members of the Union, and there shall be no discrimination, interference, restraint, or coercion by the employer against any employee because of Union membership or because of any employee activity in an official, legal capacity on behalf of the Union.

ARTICLE V

SENIORITY

Section 1. Definition

A. As used in this Agreement the term "seniority" shall mean an employee's length of continuous unbroken service since her/his last date of hire in the Allegany County Public Schools.

B. Upon completion of the probationary period of one hundred and eighty (180) days which is established for new Board employees hired after July 1, 1985, an employee shall acquire seniority computed from the date of hire. After the first ninety (90) days of probation, new Board employees may use earned sick leave and earned vacation days.

C. Seniority list shall be compiled twice yearly and copies for each department sent to each school for posting on the bulletin boards and copies provided to the Union.

D. Employees will terminate their employment and lose seniority for the following reasons:

1. If an employee voluntarily resigns
2. If an employee is discharged for just cause and the discharge is not reversed through the Grievance Procedure
3. If an employee retires
4. If an employee who is on recall, fails to return to work within seven (7) days of written notice of recall by certified letter to the last known address by the employer.

Section 2. Vacancies

A. The substantive determination of filling vacancies is within the exclusive province of the

superintendent of schools.

1. In the event that there is an opening for a permanent position within the unit, the Board will post notices of such vacancies for a period of at least eight (8) work days on appropriate bulletin boards for current employees. An employee who desires to be considered shall notify the human resources office in writing during the posting period.

2. The vacancy announcement will specify the name of the facility where the opening is located.

3. When an employee is transferred from one site to another, she/he shall maintain full seniority credit and may use seniority as the basis for shift preference. Shift preference shall only be available at the time of transfer or if the workforce at the work site is completely reorganized. Any employee displaced due to an incoming transferred employee exercising shift preference, may elect to use seniority as a basis for shift preference.

B. The substantive determination of filling vacancies is within the exclusive province of the superintendent of schools, and as such, is not negotiable or subject to the grievance procedure.

The superintendent of schools may consider the following steps:

1. In case of a lateral transfer, current employees will be considered for the open position. Successful candidates may be selected based upon job qualifications, previous performance evaluations, and the needs of the system. Written and/or practical examinations may be used to screen applicants.

2. After transfers have been considered and/or completed, positions may be filled within 45 work days after the close of the posting period unless human resources notifies the Union.

C. Placement on Wage Scale

1. New Unit Members

The human resources administrator will determine the step placement of new unit members on the wage scale, except for food service. New food service unit members will be placed on Step 1 of the wage scale. The Union will be notified of anyone placed on a step higher than step one.

2. Current Members

a) Promotions within the unit, from one pay classification to higher pay classification, shall be made in such a manner that the employee promoted shall move to the lowest step and grade in the new pay classification necessary to give her/him a pay increase equal to or greater than one step in her/his former pay classification. However, Step 6 is the maximum step to which an individual may move.

b) In the event an employee eligible for a step advancement on the wage scale for the classification she/he is in is to be promoted effective July 1 thru December 31, said employee's salary following promotion shall be computed in accordance with C.2.a. with the employee's salary in the classification from which she/he is being promoted to include the step increase. Those promoted between January 1 and July 1 will follow C.2.a. and will not be eligible for a step advancement for the current promotion year. Step advancements will commence the following year.

Section 3. Reduction in Force

The substantive determination in reductions in force is within the exclusive province of the superintendent of schools. Employees with disciplinary issues and unsatisfactory evaluations may be considered first for reductions in force.

A. General Provisions

1. Seniority is the deciding factor in reduction in force.
2. Division in this unit shall be Food Service, Maintenance, and Plant Operations, and each division includes those positions as listed on the hourly wage scale.
3. Bumping shall be limited to the department in which the RIF is taking place. An employee may bump into a full-time permanent job in her/his own classification or in another classification at the same or lower rate of pay provided that she/he has sufficient seniority to do so and can meet the minimum qualifications as per the current job description of the positions selected.

If the RIF does not leave an adequate number of positions for all affected employees within a department, those employees may then bump into another department providing she/he has enough seniority with the Board of Education to do so.

If this were to happen, the employee bumping in to a different department would have a period of ninety (90) days to demonstrate proficiency in the new position.

4. When an employee is permanently assigned to a lower-rated pay classification for other than disciplinary reasons or a voluntary move, the employee's current wage rate shall be maintained, except for food service positions.
5. The time limit for voluntary transfer shall be waived for reduction in force only.
6. Employee(s) at any step may decline to bump and will be placed on the recall list.

B. Reduction in Force (School Closing)

Should it be necessary to reduce the work force because of a permanent school closing(s) the following steps will be followed:

Step One: The affected employee(s) and the Union will be notified in writing within ten (10) days of the decision by the Board to close the school.

Step Two: The least senior employee(s) equal in number to those in Step One will be notified of impending furlough no later than fifteen (15) days following the notification of employees at Step One.

Step Three: The vacancies created in Step Two will not be filled until all other vacancies are identified as a result of retirements, resignations, or other reasons.

Step Four: All such vacancies will be posted no later than ten (10) days prior to the last student day, and any employee may apply for said vacancies providing they possess the needed qualifications. The employee(s) affected at Step One may opt to utilize the reduction-in-force procedure outlined in Article V, Section A-3, if at least four (4) vacancies are not available in their specific classification.

Step Five: If any vacancies are still open after Step Four the affected employee(s) in Step Two shall be offered a choice of said vacancies in order of seniority.

Step Six: If no vacancies are available, or the affected employee does not take one of the vacancies she/he shall be placed on the recall list.

C. Reduction in Force (Other Reasons)

Should it be necessary to reduce or reallocate the work force for reasons other than school closings, the following steps will be followed:

Step One: The affected employee(s) shall be notified a minimum of ten (10) days prior to the reduction-in-force.

Step Two: The affected employee(s) in Step One shall have the right to replace any employee(s) in the same category with less seniority.

Step Three: The affected employee(s) in Step Two shall have the right to replace any employee(s) with lesser seniority in the same category.

Step Four: The affected employee(s) in Step Three shall have the right to replace any employee(s) with lesser seniority in the same category.

Step Five: The affected employee(s) in Step Four shall have the right to replace the employee(s) with the lesser seniority in the same category.

Step Six: The affected employee(s) in Step Five shall be placed on the recall list.

Section 4. Recall

An employee who has been laid off due to a reduction in the work force will remain on a recall list for a period of two (2) years. As vacancies occur in identical positions from which the employee was laid off, the employee on the recall list will be offered these positions. Failure to accept one of the first two (2) positions offered will result in removal from the recall list. There shall be no right to remain on the recall list, nor to be recalled beyond the second anniversary date of the employee leaving employment due to said reduction in force.

Section 5. Involuntary Transfer

The substantive determination of involuntary transfer(s) is within the exclusive province of the superintendent of schools, and, as such, is not negotiable or subject to the grievance procedure.

ARTICLE VI

HOLIDAYS

Section 1. Holidays and Personal Leave Days

A. The following days shall be recognized and observed as paid holidays for twelve-month employees:

New Year's Day	Independence Day
Martin Luther King's Birthday	Labor Day
President's Day	Thanksgiving Day
Good Friday	Day Following Thanksgiving
Easter Monday	Christmas Eve
Memorial Day	Christmas Day
Employee's Birthday	Primary and General Election Days

B. A school food service employee may use up to two (2) days per year without loss of pay and not chargeable to sick leave for emergency situations or urgent business after the employee has exhausted all available personal business days. One (1) of these two (2) emergency/urgent business days may be granted with the prior approval of the food service central office, including allowing six employees of the unit to use one of these days to attend the MSDE sponsored food services convention. The other emergency/urgent business day, or half of a day, may be granted while the employee is on duty and an emergency arises. This leave is approved by the immediate supervisor and noted on the employee

timesheet. In no case will school food service employees be paid for absence immediately prior to or following a school holiday or vacation.

Section 2. Holiday Leave

Holiday leave will not be deducted from any other leave earned by an employee.

Section 3. Holiday Work

Employees will follow the student calendar in respect to snow make-up days. Twelve month employees may observe the holiday, with approval, or work and be credited with an additional vacation day.

Section 4. Holiday Hours for Overtime Purposes

Holidays shall be counted as a day worked for the computation of overtime.

Section 5. Holidays Occurring on Scheduled Days Off

Whenever any of the holidays listed above falls on the first scheduled day off during the work week, the preceding work day will be observed as the holiday. Whenever any of these holidays falls on the second of the scheduled days off during the work week, the succeeding work day shall be observed as the holiday.

An employee's birthday may be celebrated on any day within the same month that it actually occurs. The employee must follow the request for vacation procedure.

ARTICLE VII

VACATIONS/RELIGIOUS OBSERVANCES

Section 1. Vacations for twelve-month employees shall be earned annually based on the following schedule:

<u>Length of Service</u>	<u>Days Per Year</u>	<u>Days Per Pay Period</u>
First Year	5	.193
Second Year	10	.385
Third through Ninth Year	15	.577
Tenth through Seventeenth Year	20	.770
Eighteenth Year & Thereafter	25	.962

Section 2. Vacation preferences shall be determined on the basis of the wishes of the employee and the needs at the work place. Vacations may be approved during the school year and substitutes provided, if necessary, in order to provide increased flexibility in utilization of vacation. In the event more employees at a work place request leave for the same time than can be spared, vacation preference shall be determined on the basis of seniority. An employee shall schedule at least five (5) consecutive days of vacation per year. An employee may accumulate no more than forty (40) days of vacation as of the end of a pay period. Should an employee have more than forty (40) days accumulated at the end of a pay period, the excess shall be converted to sick leave.

Section 3. When all schools and central offices are closed due to inclement weather, food service employees already on duty before the announced closings, must work two hours before leaving. These employees will be compensated for their entire work shift.

Section 4. Remuneration at separation for twelve (12) month employees will equal the per diem rate of

pay at the time of separation times the number of unused annual leave days, not to exceed forty (40).

ARTICLE VIII

SICK LEAVE

Section 1. Accrual

Employees shall accrue sick leave on the basis of one and one half (1.5) days for each full month of creditable service. The entitlement to said sick leave shall accrue on the basis of:

- A. Twelve-month personnel - .693 days per pay period
- B. Ten-month personnel - .682 days per pay period

Ten-month employees may use three (3) of these days for personal business/religious observances. Unused sick leave shall accumulate without limit.

Section 2. Usage

Sick leave will be available only in the following instances:

- A. Illness or disability of the employee
- B. Required medical examination and/or treatment
- C. Confinement to home because of quarantine, as determined by authorized medical authority
- D. Required medical examination and/or treatment of a member of the employee's immediate family. In the event that more than three (3) consecutive days are needed, the employee must support the request with a doctor's certificate. Members of this unit may use up to five (5) sick days per year for illness in the immediate family.

Section 3. Request for Sick Leave

If an employee is unable to report for duty because of illness, she/he shall notify her/his immediate supervisor as soon as possible, but not later than prior to her/his starting time, except in emergencies.

Employees who have been granted extended sick leave in accordance with Section 4 below that is anticipated to be in excess of 90 days, unless the employee can provide a doctor note with a projected return to work with no restrictions within an additional thirty (30) days, may be reassigned to a similar position that may be less critical to the needs of the system. During such reassignment, the employee will not suffer loss of pay, and pay shall be frozen until the employee returns to the original, or similarly classified position.

Section 4. Proof of Illness

Normally, an employee's personal certification will be accepted for an absence of three (3) consecutive days or less. A doctor's certificate is required for any sick leave exceeding three (3) consecutive days. If the employer has reasons to believe that sick leave privileges are being abused, she/he may require the employee to furnish a doctor's certificate for any period of sick leave

After a two week absence, the employee shall supply a doctor's not confirming their absence with a

projected return to work date or next appointment date. An employee misusing sick days shall be terminated. Doctor's notes may be required for each sick day if directed by an administrator.

The Board of Education reserves the right to have an individual off on medical leave be examined by a physician of the Board's choosing at the Board's expense. Failure to submit to a requested examination is grounds for disciplinary action and may result in employee being placed in a non-pay status. The rights guaranteed by the American Disabilities Act shall not be superseded.

Section 5. Retention of Accrued Leave

Accrued sick leave will be retained in the employee's credit while on the recall list for her/his use if and when she/he is reappointed from a reduction in force or an approved leave of absence. However, accrued sick leave will not increase while an employee is in a non-pay status.

Section 6. Maternity/Child Care

A. Maternity Leave

Employees shall, at their request, be allowed to use sick leave for absence due to disability connected with/or resulting from pregnancy. Under this provision, such disability shall be treated as a temporary disability, and the employee must return to work as soon as physically able, unless she resigns or requests a leave of absence. The status of the employee shall be determined by her personal physician.

B. Child Care Leave

In addition, a female employee shall, at her request, be granted a leave of absence without pay for child bearing and/or child rearing for such period of time as the employee specified, but not to exceed one (1) year beyond the birth date of the child. The human resources administrator shall offer to the employee, upon the expiration of child care leave, the first available position for which she is qualified. Failure to accept one of the first three positions offered to the employee returning from a child care leave, notified by certified mail at the last known address, will result in removal from the recall list.

Section 7. Expiration of Sick Leave

An employee absent because of illness, who has utilized all available sick leave, will be continued on the basis of a leave of absence without pay until she/he is able to return to work, but not to exceed sixty (60) days beyond the date when her/his sick leave was exhausted. Such an employee shall furnish to the human resources administrator a doctor's certificate attesting to the fact that the employee is able to return to work. An extension beyond the above sixty (60) days will be considered by the human resources administrator in the case of an employee who has been in continuous employment with the Board for a period of five (5) years or more. In such extensions of sick leave on the basis of leave without pay, the employee will be offered a position similar to her/his original position. After one (1) year of extension beyond the date when the employee's sick leave was exhausted, the employee will be placed on the recall list for one (1) year only. As vacancies occur similar to the employee's former position, the employee on the recall list will be offered these positions. Failure to accept the position will result in removal from the recall list.

Section 8. Reimbursement of Sick Leave

Upon an employee's retirement, she/he shall receive thirty dollars (\$30.00) for each unused day of sick leave accumulated up to one hundred forty (140) maximum or thirty dollars (\$30.00) for each year of service to the Allegany County Public School System, whichever is greater. Only those years of service

and days accumulated while an employee of the Allegany County Public School System are considered for this payment.

The Board shall pay the designated beneficiary (so identified to the teacher/employee's retirement system or teacher/employee's pension system) of an employee who dies while in active service a death benefit of thirty dollars (\$30.00) for each day of her/his sick leave so earned and unused, but not in excess of one hundred forty (140) days, or thirty dollars (\$30.00) for each year of service to the Allegany County Public School System, whichever is greater. Only those years of service and days accumulated while an employee of the Allegany County Public School System are considered for this payment.

ARTICLE IX

OTHER LEAVES

Section 1. Eligibility Requirements

An employee shall be eligible for limited use of leave upon completion of her/his probationary period. During the probationary period, the following restrictions apply;

- A. Sick Leave- during the first ninety (90) days of the probationary period, an employee may use up to two (2) days of accrued leave without penalty. During the second ninety (90) days of the probationary period, an employee may use another two (2) days of sick leave in addition to any unused sick leave from the first ninety (90) days without penalty. Any additional days used for sick leave during the probationary period will require a doctor certificate.
- B. Vacation Leave- during the first ninety (90) days of employment accrued vacation days may not be used. During the second ninety (90) days, accrued vacation time may be used with supervisor approval with a minimum of one week prior notice.

Section 2. Procedures

A. A request for leave shall be submitted in writing by the employee to the human resources office. Save in the case of requests for bereavement and sick leaves, leave requests shall be submitted at least thirty (30) days prior to the commencement of leave. The request, accompanied by any necessary documentation, shall state the reason for the leave request and the length of time of the leave being requested.

B. The human resources administrator's action on an employee's leave request shall be furnished to the employee in writing.

C. While on approved leave, an employee shall accrue additional seniority. In the case of an approved leave without pay lasting ninety (90) days or less, the employee will be offered her/his original position at the conclusion of such leave. In the case of an approved leave without pay lasting more than ninety (90) days, the employee will be offered the first available position for which she/he is qualified. An employee on an approved leave without pay is expected to notify the human resources office prior to the expiration of such leave of her/his desire to return to work.

Section 3. Paid Leaves

A. Bereavement Leave: An employee may request bereavement leave to attend the funeral of a relative or regular member of their household without charge of leave or loss of pay for any days falling within his/her regular work schedule. Days granted shall be consecutive starting with the next duty day after the date of death of the family member. Maximum days available shall be; Four (4) days for a parent,

spouse, sibling , or son/daughter; Three (3) days for a grandparent, grandchild, of parent-in-law; and one (1) day for any other relative or regular member of the employee's household. In the case of a delayed funeral service, one (1) of the granted days may be postponed to correspond with the date of the service. (In accordance with Policy Manual, bereavement leave can be extended by use of sick leave.)

B. Jury Duty: An employee shall be granted a leave of absence with pay when she/he is required to report to jury duty.

C. Civil Duty: An employee who is required to appear in court may utilize personal business leave or vacation leave, whichever is appropriate, for this purpose. The Board shall grant a leave without pay to any employee campaigning for or serving in public office.

Section 4. Union Business

A. An employee elected to a Union office or selected by the Union to do work which takes her/him from her/his employment with the employer shall at the written request of the Union be granted a leave of absence without pay for up to two (2) years maximum. Only one employee at a time can be on union business leave.

B. Union officers shall be allowed up to 25 days annually for use in Union business such as conventions and conferences. Substitutes shall be paid by the Union.

C. Substitutes will be hired when needed for members of the Union's negotiating team, not to exceed three (3) members, one from each group during the negotiating period, not to exceed a total of 100 hours. Substitutes will be paid by the Board. Negotiations meetings will be scheduled for 1:00 p.m. unless mutually agreed upon to change the time.

D. On or before December 1 of the final year of the current contract, the Board and the Council will initiate negotiations for the purpose of entering into a successor Agreement for the forthcoming year(s). Both parties will meet before December 15 unless they mutually agree on a later date.

E. If the employer has reason to reprimand an employee, it shall be done in a manner not to embarrass the employee before other employees or the public.

In case of a reprimand, the employee may have present, at his or her request, the AFSCME building representative or designee. If he or she requests the chief steward be present, the meeting will be held in a timely manner.

The chief steward shall be granted released time, without loss of pay, to be present at grievance hearings. If the presence of the chief steward involves transportation to or from the work site, she/he must provide their own transportation.

Section 5. Military Service

An employee drafted into the Armed Forces of the United States, for a period not to exceed two (2) years, under the terms of the Military Selective Service Act, as amended, shall, upon being honorably discharged from such service, and reporting for work within ninety (90) days after her/his discharge, be offered the first available vacancy in the classification from which the employee was drafted. Seniority shall accumulate during the time spent in such service.

An employee called to active duty with the state militia, national armed forces, or police unit because of emergency will serve such duty without loss of leave, but will not earn sick or vacation leave for each complete calendar month during which he or she performs active military service. The Board of Education will pay each such employee for the first fifteen (15) days of his or her military leave of

absence. Such pay will occur only once in any calendar year and will not occur for an employee on military leave for an entire calendar year.

An employee whose position is operative for the entire calendar year and who is a member of an active reserve unit may participate in required active duty for training without loss of leave or pay.

Section 6. Insurances

An employee on leave shall be afforded the opportunity to continue payment towards insurance programs. The Board will continue to pay the Board's contribution to this program for the first four months of personal illness leave. The Board will continue to pay the Board's contribution to this program for the first nine months of worker's compensation leave.

ARTICLE X

HOURS OF WORK

Section 1. Regular Hours

The regular hours of work each day shall be consecutive except that they may be interrupted by a lunch period.

Section 2. Work Week

A. For custodial employees, the work week shall consist of seven (7) days, including two (2) consecutive days off.

B. For maintenance department employees, the work week shall be Monday – Friday with weekends off unless: (1) an emergency situation exists as determined by the maintenance administration; (2) disruption to the educational program may occur as determined by the school principal with the concurrence of the maintenance administration; or (3) the employer and employees mutually agree to change the schedule.

C. Shift work will depend on: (1) jobs determined by the maintenance administration with input from the appropriate foreman; (2) disruption to the educational program that may occur as determined by the administration; or (3) employees volunteering.

Second shift will not be a permanent shift and will not be utilized on the weekend except for an emergency; however, it may continue until the project is complete.

Section 3. Work Day

Consecutive hours of work within the 24 hour period beginning at 11:00 p.m. shall constitute the regular work day and shall include a paid half-hour lunch period. Four (4) hour employees' free lunch shall be scheduled on their own time.

Section 4. Work Shift

Except for certain food service employees, eight (8) consecutive hours of work shall constitute a work shift. All employees shall be scheduled to work on a regular work shift, and each work shift shall have a regular starting and quitting time.

Section 5. Work Schedule

Work schedules showing the employee's shifts, workdays, and hours shall be posted on the bulletin boards in each facility. Except for emergency situations, work schedules shall not be changed until it has been discussed in advance with the affected employee.

Section 6. Rest Periods

All employees' work schedules shall provide for a 15-minute rest period during each one-half shift. The afternoon 15-minute rest period for maintenance department may be added to the lunch period and shall take place at the work site. The rest periods may be scheduled at the middle of each one-half shift whenever this is feasible and will include time necessary to prepare or procure food.

Section 7. Call in Pay

A. Employees called in to work outside their regular shift shall receive as a minimum three (3) hours at their regular rate. The actual hours worked will be paid at the overtime rate; however, an individual cannot receive both the overtime rate and the regular rate for the same hours.

B. Custodians performing heating systems checks pre-approved by the principal/supervisor during the winter months that are outside of their regular work days/shifts shall receive as a minimum two (2) hours at their regular rate. The actual hours worked will be paid at the overtime rate; however, an individual cannot receive both the overtime rate and the regular rate for the same hours.

Section 8. Clean Up Time

Employees shall be granted a ten (10) minute personal clean up period prior to the end of each work shift. Work schedules shall be arranged so employees may take advantage of this provision; the employer shall make the regular facilities available.

Section 9. Reduction of Regular Time

An employee's regular hours of work shall not be reduced during the term of this Agreement between the Board and the Union until discussions are held between the Board and the Union.

ARTICLE XI

OVERTIME

Section 1. Overtime

Time and one-half (1 1/2) the employee's hourly rate of pay shall be paid for work as follows:

- A. All work in excess of eight (8) hours per day
- B. All work in excess of 40 hours in any week
- C. Any work on a holiday

Section 2. Allocation

Overtime will be paid for work that is assigned and approved by the appropriate supervisor. Opportunities within a particular school or at a work site to work overtime will be rotated among

employees in the classification, so that each of their employees has as nearly equal opportunity as possible for earning extra pay.

ARTICLE XII

SAFETY AND HEALTH

Section 1. Employees shall not be required to work under unsafe or hazardous conditions or to perform tasks that endanger their safety.

Section 2. The Union and the Board agree to form a Safety Committee to meet quarterly to address and resolve safety problems as needed. The Committee shall consist of one member from food service, maintenance, and operations, as well as, an administrator from each of the divisions. Topics must be submitted three weeks prior to quarterly meetings. If no topics are submitted, the meeting may be cancelled.

ARTICLE XIII

BULLETIN BOARDS AND UNION COMMUNICATIONS

Section 1. Bulletin Boards

Bulletin board space within each building, reserved for the use by the Union, will be set aside at a location mutually agreed upon by the building administrator and the Union representative.

Section 2. Courier

The Union shall be permitted to utilize the school delivery systems for the distribution of official Union notices. The Board reserves the right to examine and refuse delivery of any material it deems libelous or illegal.

ARTICLE XIV

HEALTH AND WELFARE BENEFITS

Section 1. Health Insurance

A. The Board shall pay eighty percent (80%) of the cost for coverage of each individual enrolled under the Health Care Plan administered by the carrier for the Board. The benefits are those described in the booklet entitled "Health Care Plan". The employee's share of the premium shall be paid by payroll deduction.

B. Should need arise requiring consideration of a change of insurance carrier that fact shall be made known to the Association as promptly as possible. The Association shall be briefed on the circumstances requiring such consideration and shall be allowed to present its views and submit relevant suggestions to the Board.

C. Basic coverages are as follows:

Point of Service (Managed Care)

a. Medical Coverage (for employee and family)

b. Dental Plan (for employee and family)

c. Vision Plan (for employee and family)

d. Retail Prescription – Formulary Plan \$13 (generic)/\$20 (formulary)/\$30 (non-formulary)/\$30 (specialty) per prescription or refill (up to 30 day fill) with mandatory generic or prior authorization (for employee and family)

- Mail/Home Delivery Prescription – Formulary Plan \$26 (generic)/\$40 (formulary)/\$60 (non-formulary)/\$60 (specialty) per prescription or refill (up to 90 day fill) with mandatory generic or prior authorization (for employee and family)

e. Physician office visit co-pay - \$25 (unless preventive care as defined by Affordable Care Act)

f. Emergency room co-pay - \$100

D. Table A contains an outline of the deductibles and basic coverages.

Specific coverages have individual maximums. See Health Care Plan for specific coverages, exclusions, and limitations.

TABLE A

Point of Service Plan

Coverage at a Glance	In Network	Out of Network
Individual Annual Deductible	\$150	\$300
Family Annual Deductible	\$300	\$900
Individual Annual Out-of-Pocket Maximum	\$3,000	\$3,000*
Family Annual Out-of-Pocket Maximum	\$6,000	\$6,000*
Pre-existing Condition Limitation	No	No
Annual Maximum	Unlimited	Unlimited
PCP Referral Required	No	No

* Plus amounts in excess of the maximum reimbursable charge and non-compliance penalties.

E. Retiree Insurance Benefit Plan

The Board shall contribute to a plan entitled "Retiree Insurance Benefit Plan," hereafter referred to as the "Plan." The purpose of the Plan is to provide money to eligible retirees, which may include other employees and members from other employee groups for defraying health insurance costs after retirement. The terms of the 2006-2009 Agreement shall remain in force until a non-revocable trust can be established. The trust shall contain the provisions of the 2006-2009 Agreement and shall be modified by the trustees based on the needs of the trust. It is further agreed that when the trust committee is formed it shall be comprised of five (5) Union representatives and five (5) Board representatives. The Union representatives shall be two (2) appointed by ACTA, and one each from AFSCME, ACESC and APSASAC. The language concerning the formation of the trust committee will be removed from the Agreement once the trust is established.

The Board of Education agrees to provide a sum total of \$928,857 for the 2016-2017 school year; and thereafter.

The cost of establishing the Plan and the administrative expenses of the Plan shall be deducted from the contributions to the Plan.

BENEFIT PROVISIONS

Payment of benefits will be paid on a sliding scale based on years of service as follows:

- 30 years or more service will receive 100% of available benefit 25 years but less than 30 years will receive 85% of available benefit
- 20 years but less than 25 years will receive 70% of available benefit
- 15 years but less than 20 years will receive 55% of available benefit

Years of service may include up to a maximum of five (5) years of military service.

Section 2. Life Insurance

The Board shall participate in a contributory group term life insurance program. The insurance contract shall provide for death benefits of \$50,000 for each employee payable to her/his designated beneficiary and an option to purchase additional coverage in \$5,000 units up to a maximum of \$50,000 additional insurance at the employee's expense. After July 1, 1996, employees may only increase their optional coverage a maximum of \$5,000 per year after their initial enrollment, during the period May 1 to May 15 each year, on a guaranteed issue basis, with an effective date of the following July 1. However, the approval of additional death benefits may be subject to medical underwriting approval. The Board shall pay seventy-five percent (75%) of the premium for each enrolled employee for the \$50,000 basic coverage. To be eligible for coverage, an employee must be employed for not less than thirty (30) hours weekly. The employee's share of the premium shall be paid by payroll deduction.

The Board shall consult with the Union concerning carriers, but reserves the right to choose the company so as to insure that one carrier underwrites all group life insurance.

Section 3. Long-Term Disability

The Board shall participate in a contributory group long-term disability insurance program. The insurance contract shall provide for a benefit of at least sixty per cent (60%) of the employee's gross salary, but not more than seventy per cent (70%) when added to other employee benefits. It shall also provide for a four-month waiting period before benefits begin. The Board shall pay seventy-five percent (75%) of the premium for each enrolled employee. To be eligible for coverage, an employee must be employed for not less than thirty (30) hours weekly. The employee's share of the premium shall be paid

by payroll deduction.

Section 4. Surviving Spouse Insurance Coverage

In case of the death of an employee, who has been employed full-time by the Board of Education for twelve (12) years or longer, the surviving spouse shall have the option of continuing the health insurance plan provided by the Board of Education. Additional dependents may not be added to the plan after the employee's death. The full cost of the premium is to be paid by the surviving spouse.

Section 5. All members of the bargaining unit shall enjoy equal opportunity to participate in any insurance benefit equal to any other bargaining unit of the Board of Education of Allegany County.

Coverages are not automatic, an employee must enroll; employees regularly working fewer than thirty (30) hours weekly are not eligible for enrollment. Employee's share of premium is by payroll deduction.

ARTICLE XV

MANAGEMENT RIGHTS

Subject to the express terms and conditions of this Agreement and to the provisions of Article 77 of the *Annotated Code of Maryland*, it shall be the exclusive function of the Board of Education and the superintendent of schools to determine the mission of the county public education system and to operate the affairs and direct the personnel of the public school system in all aspects, including but not limited to the standard of service to be offered, the efficiency of administration, the methods, means and personnel by which such operations are to be conducted; the right to discipline, and to issue rules, policies, procedures and regulations and take whatever actions are necessary to carry out the mission of the county public education system for which they are responsible and which is entrusted to them.

ARTICLE XVI

VISITATION

The Board agrees that accredited representatives of the American Federation of State, County and Municipal Employees whether local Union representatives, districts council representatives, or international representatives, shall have access to the premises of the Board provided notice of visitation is given to the central office and the visitation does not interfere with the work process. Union representatives employed by the Board must have approval of A & S supervisor in order to leave assigned duties, in order to conduct Union business on work time.

ARTICLE XVII

WORKING CONDITIONS

Section 1. The employer will provide uniforms for food service employees.

Section 2. The employer will furnish adequate rain gear and uniforms to maintenance employees, operations foreman, operations specialists, operations warehouse/drivers, and courier driver. The uniform provided will consist of 3 pairs of trousers and 3 shirts, or acceptable substitutes or alternatives as determined by the employer, per fiscal year. For school based permanent custodial employees, who have completed their probationary period, the Board will initially provide five (5) Board approved shirts and provide the employee the option of receiving an additional three (3) shirts annually. The employee will be

responsible for cleaning the uniform. Uniforms must be worn while on duty.

Section 3. The employer will furnish appropriate gloves to employees in certain classifications in certain quantities as follows: six (6) pairs per year to dishwashers, two (2) pairs per year to cleaners, and two (2) pairs per year to boiler operators. To receive a new pair, the old pair must be turned in.

Section 4. An annual tool allowance of \$85.00 will be provided to all maintenance employees who are required to furnish their own implements. Eligible employees will receive their allowance as a taxable addition to their second pay of the fiscal year. During each year of this Agreement, the COLA increase shall apply to the tool allowance.

Section 5. If an employee is required to have a CDL in the performance of their job, the Board shall pay for the renewal of such license and grant the employee time off with pay to renew the license.

ARTICLE XVIII

RATES

Section 1. 2022-23 Wage Scale

A pay scale for FY23 is attached as Appendix A to this Agreement.

The salaries, longevity, and compensation rates for the FY23 shall be the same as the FY 22 increased by four percent (4%).

The salaries, longevity, and compensation rates for FY 24 shall be increased by two percent (2%).

The salaries, longevity, and compensation rates for the FY 25 shall be increased by one percent (1%).

The salaries, longevity, and compensation rates for the FY 24 shall be increased by one percent (1%).

If, during the duration of this agreement, another bargaining unit or non-union employees receive an increase larger than what was negotiated and agreed upon by AFSCME Local 1633, members of AFSCME Local 1633 will receive an equal increase.

This shall include any stipend, bonus or monetary increase provided to other groups; however, this shall exclude any stipend, bonus, or monetary increase to a specific group or to individual job titles/categories that is mandated by legislation (i.e Blueprint Funding for teachers).

Section 2. Wage Differential

A wage differential of forty-five (45) cents per hour shall be paid to employees who start a regular daily work shift at or after 2:00 p.m. and prior to 11:00 p.m.

Section 3. Wage Differential

A wage differential of sixty-one (61) cents per hour shall be paid to employees who start a regular daily work shift at or after 11:00 p.m. and prior to 5:00 a.m.

Section 4. Longevity Differential

Longevity is based on the number of years completed as of June 30.

A longevity differential of seven hundred eighteen (\$718) dollars per year shall be paid to employees who have completed ten (10) years of service. Employees who have completed fifteen (15) years will receive one thousand four hundred thirty six (\$1436) dollars and two thousand one hundred and fifty four (\$2154) dollars for those employees who have completed twenty (20) years of service.

Section 5. Temporary Assignments

An employee who has completed her/his probationary period and who is temporarily transferred to a job classification in a higher pay grade than her/his regular classification shall be paid for all hours worked at the higher pay grade at her/his current step.

Section 6. Pay Principles

Food Service personnel will have their rates initially adjusted (up or down as appropriate) at the beginning of the Agreement, and each successive Agreement, by using a formula which may contain several components, some of which may include the size of the school and the number of meals being served. If a change in student population, such as redistricting, occurs during the term of the Agreement, or a decline in a la carte sales, the Board reserves the right to adjust rates according to the formula.

Section 7. All employees shall be paid via direct deposit effective July 1, 2003.

ARTICLE XIX

SAVINGS CLAUSE

In the event any article, section or portion of this Agreement should be held invalid and unenforceable by any Court of competent jurisdiction, such decision of the Court shall apply only to the specific article, section or portion thereof specifically specified in the Court's decision; and upon issuance of such a decision, the employer and the Union agree to negotiate within ten (10) days a substitute for the invalidated article, section or portion thereof.

ARTICLE XX

PERSONNEL FILES

- A. An employee shall have the right upon written request and appointment, to review the contents of her/his personnel files and to receive a copy of any material contained therein.
- B. An employee shall be entitled to have her/his representative accompany her/him during such review.
- C. Letters of reference shall not be considered a part of the personnel file that may be reviewed.
- D. Employees will be given an opportunity to respond to all job evaluations on the appropriate form.

ARTICLE XXI

DURATION OF AGREEMENT

Section 1. Effective Period

- A. Except or otherwise provided herein, all provisions of this Agreement shall be effective July 1, 2022 and shall remain in full force and in effect until June 30, 2026.
- B. Effective July 1, 2022 the compensation set forth in Article XVIII shall be increased by four percent (4 %). If eligible, employees will advance one step. There will be no increase in health care premiums or change in plan design for FY 23.
- C. Effective July 1, 2023 this agreement will remain in full force. Either side may request to meet and discuss Article V, Health Benefits and/or Article XVIII, Compensation. There will be no increase in health care premiums or change in plan design for FY 24.
- D. Effective July 1, 2024 this agreement will remain in full force. Either side may request to meet and discuss Article V, Health Benefits and/or Article XVIII, Compensation.
- E. Effective July 1, 2025 this agreement will remain in full force. Either side may request to meet and discuss Article V, Health Benefits and/or Article XVIII, Compensation.

*All negotiations on monetary items are contingent on the availability of funds from all funding authorities as per the Annotated Code of Maryland 6-408.1

Appendix A

**AGREEMENT
Between The
Board of Education of Allegany County
and
Local 1633e,
American Federation of State, County and Municipal Employees
a/w Maryland Public Employees Council 67
2022 - 2026**

It is hereby further agreed between the parties that these Amendments shall become effective upon their ratification by both parties. The foregoing Agreement for 2022 - 2026 is hereby ratified this 7th day of June, 2022.

**Local 1633e,
American Federation of State, County and Municipal Employees
a/w Maryland Public Employees Council 67**


President

Board of Education of Allegany County


President


Superintendent of Schools

Appendix B

Board of Education of Allegany County 2022-2023 Hourly Wage Scale Plant Operations, Maintenance, Food Service

		Base Rate							Longevity		
		Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Add to individual base rate		
									After 10 Years	After 15 Years	After 20 Years
PLANT OPERATIONS DIVISION:											
Head Custodian I	(8 hr-12 mo.)	17.82	17.82	18.89	18.89	20.01	21.41	22.27	0.34	0.69	1.03
Head Custodian II	(8 hr-12 mo.)	16.86	16.86	17.86	17.86	18.94	20.25	21.06	0.34	0.69	1.03
Head Custodian III	(8 hr-12 mo.)	15.90	15.90	16.88	16.88	17.88	19.15	19.92	0.34	0.69	1.03
Custodian	(8 hr-12 mo.)	15.10	15.10	15.68	15.68	16.21	17.41	18.11	0.34	0.69	1.03
Courier Driver	(8 hr-12 mo.)	15.87	15.87	16.84	16.84	17.84	19.11	19.87	0.34	0.69	1.03
Warehouse/Driver	(8 hr-12 mo.)	16.15	16.15	17.12	17.12	18.15	19.44	20.22	0.34	0.69	1.03
Specialists	(8 hr-12 mo.)	18.70	18.70	19.80	19.80	21.00	22.43	23.33	0.34	0.69	1.03
Foreman	(8 hr-12 mo.)	18.89	18.89	20.01	20.01	21.22	22.68	23.58	0.34	0.69	1.03
MAINTENANCE DIVISION:											
Foreman	(8 hr-12 mo.)	19.95	19.95	21.09	21.09	22.27	23.74	24.69	0.34	0.69	1.03
Grade I	(8 hr-12 mo.)	18.86	18.86	19.94	19.94	21.08	22.43	23.33	0.34	0.69	1.03
Grade II	(8 hr-12 mo.)	17.88	17.88	18.89	18.89	19.95	21.29	22.14	0.34	0.69	1.03
Grade III	(8 hr-12 mo.)	16.95	16.95	17.90	17.90	18.92	20.15	20.96	0.34	0.69	1.03
Cust/Warehouseman	(8 hr-12 mo.)	17.18	17.18	18.13	18.13	19.19	20.47	21.29	0.34	0.69	1.03
FOOD SERVICE DIVISION:											
Manager											
Grade I	(8 hr-190 days)	17.35	17.35	18.39	18.39	19.51	20.91	21.74	0.47	0.94	1.40
Grade II	(8 hr-190 days)	16.15	16.15	17.12	17.12	18.15	19.51	20.29	0.47	0.94	1.40
Grade III	(8 hr-190 days)	15.22	15.22	16.27	16.27	16.83	18.07	18.80	0.47	0.94	1.40
Head Cook	(8 hr-180 days)	15.57	15.57	16.02	16.02	16.88	17.78	18.49	0.47	0.94	1.40
Assist:	(6 hr-180 days)	15.01	15.01	15.33	15.33	15.66	16.95	17.63	0.66	1.32	1.98
Assistant II	(6 hr-180 days)	14.81	14.81	15.08	15.08	15.30	16.53	17.19	0.66	1.32	1.92
SHIFT DIFFERENTIAL:											
2:00 PM to 10:59 PM	.45 per hour										
11:00 PM to 4:59 AM	.61 per hour										
LONGEVITY: (Converted to hourly rates above)											
After 10 Years Service										\$718	
After 15 Years Service										\$1,436	
After 20 Years Service										\$2,154	