

**Negotiated Agreement**

**Between**

**Charles County Board of Education**

**And**

**The American Federation of State,**

**County and Municipal Employees**

**Council 67, Local 2981**

**July 1, 2021 - June 30, 2024**

**UPDATED FOR – 2021 - 2022**

## Table of Contents

ARTICLE 1: PREAMBLE.....	3
ARTICLE 2: RECOGNITION .....	3
ARTICLE 3: GENERAL PROVISIONS .....	3
ARTICLE 4: BOARD’S RIGHTS .....	4
ARTICLE 5: UNION RIGHTS AND RESPONSIBILITIES.....	4
ARTICLE 6: PAYROLL DEDUCTIONS.....	6
ARTICLE 7: USE OF FACILITIES .....	7
ARTICLE 8: HEALTH AND SAFETY.....	7
ARTICLE 9: PERSONNEL FILE.....	8
ARTICLE 10: NON-DISCRIMINATION .....	8
ARTICLE 11: PERFORMANCE EVALUATION .....	9
ARTICLE 12 POSITION VACANCIES .....	10
ARTICLE 13: PROMOTION AND DEMOTION PROCEDURE.....	12
ARTICLE 14: TRANSFER PROCEDURE.....	13
ARTICLE 15: DISCIPLINE AND DISCHARGE PROCEDURE.....	14
ARTICLE 16: REDUCTION IN FORCE.....	16
ARTICLE 17: HOLIDAYS .....	18
ARTICLE 18: WORK HOURS, WORKDAYS, WORKWEEK AND WORK YEAR .....	18
ARTICLE 19: LEAVES .....	20
ARTICLE 20: HEALTH AND LIFE INSURANCE PACKAGES.....	25
ARTICLE 21: RETIREMENT .....	27
ARTICLE 22: REIMBURSEMENTS.....	29
ARTICLE 23: UNIFORMS .....	30
ARTICLE 24: SALARIES AND WAGES .....	30
ARTICLE 25: PREMIUM PAY.....	31
ARTICLE 26: IMPLEMENTATION RESPONSIBILITY .....	32
ARTICLE 27: GRIEVANCE PROCEDURES.....	32
ARTICLE 28: DURATION AND SEVERABILITY .....	34
APPENDIX A: AFSCME Unit Designations.....	35

## ARTICLE 1: PREAMBLE

This Agreement is made and entered into by and between the Board of Education of Charles County and the American Federation of State, County and Municipal Employees (AFSCME) Council 67, Local 2981. It has as its purpose the promotion of harmonious relations between the Board and the Union; the establishment of an equitable and peaceful procedure for the resolution of differences; and the establishment of salaries, wages, hours, and other working conditions.

## ARTICLE 2: RECOGNITION

The Board of Education of Charles County recognizes the American Federation of State, County and Municipal Employees (AFSCME) Council 67, Local 2981, as the exclusive representative of Unit III and Unit IV employees for the purpose of negotiations, with respect to salaries, wages, hours, and other working conditions.

## ARTICLE 3: GENERAL PROVISIONS

The following terms used in this Agreement refer to definitions as listed below unless otherwise stipulated:

- A. "Board" refers to the Board of Education of Charles County.
- B. "Union" refers to the American Federation of State, County and Municipal Employees, Local 2981, affiliated with Maryland Public Employees' Council 67.
- C. "Agreement" refers to the current negotiated agreement between the Board and the Union.
- D. The term "Unit III and Unit IV" refers to a negotiating Unit comprised of permanent non-certificated employees who work twenty (20) or more hours per week (Refer to Appendix A).
- E. "Days" are duty days unless otherwise defined.
- F. "Grievance" is a claim in writing that there has been a violation, misinterpretation, or misapplication of the terms of this Agreement.
- G. "Grievant" is an employee filing a grievance.

- H. "Male or Female Gender" shall be read to include either.
- I. "Negotiations Law" is Title 6, Subtitle 5 of The Annotated Code of Maryland Education Article and/or Bylaw 13.A.02.08, Bylaws of the Maryland State Board of Education.
- J. "Unit Member" is any employee of the Board who is a member of the bargaining Unit as defined by the Negotiations Law.
- K. "Seniority" is defined as the continuous uninterrupted service in the Charles County Public School System. Approved leave of absence would not be considered as interrupted service; however, credit for experience would only apply when the Unit member is on approved leave for military service. In the event two (2) employees began work on the same date, the order of hire shall be used to determine seniority.
- L. "Probationary Period" is defined as the first six (6) months of employment in a position. This shall be defined as the first six (6) months of actual work time of employment in a position.
- M. The Board will make job descriptions available to all Unit III and Unit IV employees.

#### ARTICLE 4: BOARD'S RIGHTS

The Board on its own behalf, and on behalf of the citizens of Charles County, retains and reserves unto itself, without limitations, all powers conferred upon and vested in it by the laws and Constitution of the State of Maryland and/or the United States.

#### ARTICLE 5: UNION RIGHTS AND RESPONSIBILITIES

- A. Duly authorized representatives of the Union and their respective affiliates shall be permitted to transact official Union business such as local Union shop steward representation, distributing Union literature and posting Union notices on school property, provided that such transactions do not interrupt normal school operations or employee work requirements.
- B. The Board agrees to provide the Union with a reasonable amount of bulletin board space at each work site for the purpose of posting Union notices and announcements.
- C. The Union will have the right to use the interschool courier service for the distribution of Union materials, when such materials are properly packed and addressed. The Board reserves the right to refuse to deliver any materials or communication, which it considers to be illegal or libelous. All other materials must have the approval of the Superintendent or his or her designee.
- D. The Union will be given a place on the agenda of any applicable orientation program held for new employees up to a maximum of five (5) minutes. Union

membership information will be included in new employee orientation packets.

- E. The Board shall recognize local Union shop stewards as authorized representatives of the Union at work areas designated in writing by the Union to the Superintendent.
  - 1. The Union will notify the Superintendent of any changes in stewards as they occur. The Union president and/or the president's designees shall be granted leave to conduct Union business. The following conditions govern the leave:
    - a. The leave shall not exceed forty (40) workdays in any one (1) fiscal year.
    - b. The leave shall be paid administrative leave not to exceed forty (40) workdays per year.
    - c. The leave will not be carried over year to year.
    - d. The leave shall consist of a maximum of five (5) employees with eight (8) days of leave each.
    - e. The Union obligates itself to forward a check to the Board amounting to the per diem salary of the member multiplied by the number of full-time equivalent workdays of leave used.
    - f. Administrative Leave for union business may be submitted for approval in increments no less than one hour. The request for approval of such leave shall be made to the appropriate administrator at least twenty-four (24) hours prior to the date and/or time the leave is to commence, except in emergency situations with the leave having final approval of the Assistant Superintendent of Human Resources or his or her designee. The leave shall not be unreasonably denied.
    - g. Leave to conduct Union business may be granted for up to four (4) representatives from Unit III and Unit IV who may be released to attend an official, national, regional, or statewide convention or conference of AFSCME. Accrued annual leave, where applicable, may also be used.
- F. Level II and Level III grievance meetings will be scheduled during unscheduled work hours of the Union representative, whenever possible. In the event that scheduling beyond normal work hours is not possible, no leave will be charged to the Union for the designated representative.
- G. The Board and Union agree to furnish each other all available information required for negotiations in response to reasonable and timely requests.
- H. All employees shall have the right to Union representation at any disciplinary meeting or when receiving documentation in advance of possible disciplinary action. Employees shall be given twenty-four (24) hours prior notice of such meeting (except in emergencies) to enable him or her time to obtain representation of his or her choice.

- I. Support employees of the Board of Education who live outside the county will be allowed to register their own children in Charles County Public Schools. The Board will waive 100% of county tuition for those support employees who were employees before July 1, 2015. The BOE will waive one-half the county tuition for support employees hired to begin work on or after July 1, 2015. Support employees who live outside the state of Maryland, who elect to enroll their children in Charles County Public Schools, will be required to pay the State Foundation amount for each registered student.

## ARTICLE 6: PAYROLL DEDUCTIONS

The Board will provide payroll deductions for the following purposes:

### A. Union Dues

1. The Board shall deduct Union dues from employees' regular salary as said employees voluntarily authorize such deductions by means of an appropriate Board-approved written authorization form. The Union shall collect and compile all completed authorization forms and submit them to the Board at least fifteen (15) workdays prior to the date of the first deduction.
2. The Board will forward the dues to the American Federation of State, County, and Municipal Employees Council 67 as soon as practicable following deduction dates. Monthly, the Board will provide the current Union President with a list of employees from whose paychecks Union dues are being deducted.
3. Payroll deduction of dues will be made from twenty-four (24) pay periods during the year. Deductions will not be made from the third check in those months having three (3) pay periods. Payroll deduction of dues is continuing and cancellation of dues deductions can be effected by a written notice to payroll. The mailing address is:

Director, AFSCME Council 67  
1410 Bush Street Suite A  
Baltimore, Maryland 21230
4. Deduction of dues will be discontinued upon termination of employment.
5. The Union shall indemnify and hold the Board harmless of any and all claims, grievances, actions, suits, or other forms of liability or damages that arise out of or by reason of any action taken by the Board for the purpose of complying with any of the provisions of this Section. The Union assumes full responsibility for the disposition of the funds deducted under Section A of this Article as soon as they have been remitted by the Board to the Union.

### B. Credit Union

The Board will forward payroll deductions on behalf of an employee for a Board-authorized credit union. Said employees will voluntarily authorize such deductions by means of an appropriate Board-approved written authorization form.

C. Disability Insurance Administered by the Union

The Board will provide payroll deductions of premiums on behalf of an employee for a disability insurance program administered by the Union, in accordance with Board approved administrative procedures.

- D. Union employees will be able to voluntarily contribute, by payroll deduction, a specified amount to the Public Employees Organized for Political Legislative Equality (PEOPLE) fund. Contributions will be authorized in writing by AFSCME card and can be ended at any time by the employee by written notice. Such deductions will be remitted by payroll to AFSCME Council 67 by separate check with an accounting of the funds.

## ARTICLE 7: USE OF FACILITIES

- A. The following Union activities may be conducted at Board facilities provided that such activities do not interfere with the orderly educational processes, permission is granted in advance, are in compliance with the Charles County Board of Education use of facilities guidelines, and employee work schedules are not interrupted:
1. Union meetings
  2. Post Union notices on bulletin boards approved for that purpose
  3. Grievance hearings

## ARTICLE 8: HEALTH AND SAFETY

- A. The Board shall provide safe and healthy working conditions, free from recognized hazards, which are causing or are likely to cause death or serious physical harm to employees. The Board and the Union shall encourage employees to work in a safe manner.

In the event an employee believes a working condition to be unsafe, he or she will report the condition to his or her immediate supervisor. The immediate supervisor shall document the complaint and forward such documentation to the Risk Manager within twenty-four (24) hours for investigation and follow-up.

- B. A maximum of three (3) representatives of the Union or the Board can request a meeting to discuss safety concerns with the Superintendent or his or her representative.
- C. The Board and the Union are committed to providing employees, students, and

visitors a safe and healthy environment. It is also in the best educational interests of students for the Board to set a positive example by its actions. Smoking, second-hand or "passive" smoking, and smokeless tobacco have been found to pose definite health hazards. Tobacco use, E-cigarettes, and smoking of any kind shall not be permitted in any Board facility, property, or vehicle.

- D. The Board will reimburse an employee for any damage or loss of personal property resulting from an assault on the employee that occurred while engaged in executing or discharging official duties. There shall be a limit to such reimbursement in the amount of \$500.00 per incident.

## ARTICLE 9: PERSONNEL FILE

- A. An employee shall have the right to an appointment, upon request, with an appropriate member of the Human Resources staff to review the contents of his or her personnel file. He or she will be permitted to have copies of any documents contained therein. Copies for personal use will be charged at the going reproduction rate. Copies needed in relation to any grievance, appeal, or legal action, shall be provided free of charge.
- B. Permission to leave the workplace must be obtained when file review is conducted during work hours. Such requests shall not be unreasonably denied.
- C. Employees will be given copies of all negative documents prior to including them in the official personnel file. Employees will also be given an opportunity to sign any such items placed in the official personnel file indicating that they have seen, but do not necessarily agree with, the information in the document. The employee will have the right to attach an addendum to any item in the official personnel file.
- D. Appeals to purge personnel records of any negative or adverse information must be made in writing to the Human Resources office.
- E. Only the file maintained in the Board Human Resources office shall be considered the official personnel file.

## ARTICLE 10: NON-DISCRIMINATION

- A. The Board agrees that it shall not discriminate against any employee with respect to salaries, wages, hours, or other conditions of employment by reason of age, sex, marital status, race, color, creed, national origin, political or religious affiliation, disability, sexual orientation, gender identity, or Union activity.

The Board further agrees that it shall not discriminate against employees for the institution of any grievance, complaint, or proceeding under this Agreement.

- B. In order to comply fully with their respective obligations under the Americans with Disabilities Act, the parties hereby agree that in the event that necessary and reasonable accommodations are required so as to allow employees covered by this Agreement to perform the essential functions of their job, the parties will meet and confer with the objective of allowing for such accommodations, which may require the relaxation of some provisions of this Agreement. Measures, which may be required under this provision, may include transfers, reassignments, shift changes, and job-sharing, as required by law.
- C. It shall be the right of any employee to engage in other gainful employment as long as it does not interfere with the proper performance of his or her assigned duties, and does not cause poor public relations within the community.

## ARTICLE 11: PERFORMANCE EVALUATION

### A. Performance Evaluation of Permanent Employees

1. All evaluations, monitoring, or observations of the work of an employee will be conducted openly by that employee's immediate supervisor and/or direct line administrator. Evaluations shall be completed no later than May 1 of the evaluation year.
2. Unit members shall be evaluated at least annually by use of an appropriate Board approved evaluation instrument. Evaluation criteria shall be those specified on the evaluation instrument.
3. Unit member's performance may be evaluated at any time the supervisor deems the performance to be less than satisfactory. In such instances, the employee and the immediate supervisor or the supervisor's designee shall develop a corrective action plan designed to improve employee performance within sixty (60) calendar days. A copy of the action plan will be presented and reviewed with the employee. The plan shall include a specific account of which areas the employee needs improvement. An employee on a corrective action plan shall meet with his or her supervisor or the supervisor's designee on a regular basis at agreed upon intervals to monitor the plan for improvement.
4. An annual employee performance evaluation shall be preceded by a pre-evaluation conference not less than sixty (60) calendar days prior to the evaluation and a post conference prior to inclusion of the complete evaluation being placed in the employee official personnel file.
5. An employee will be given a copy of any formal evaluation report and any corrective action plan prepared by the evaluator(s) at the time the evaluation is discussed with the employee and he or she is requested to sign it. No such report or plan will be placed in the employee's personnel file without his or her prior knowledge. The employee shall sign the evaluation report indicating that he or she has seen the report, not necessarily that he or she agrees with it.

6. One (1) LEVEL on the salary scale will be awarded annually on July 1 of each year in which an eligible Unit member receives a satisfactory performance rating on the Board approved performance evaluation instrument as negotiated per salary Article 24.
7. LEVELs may be awarded only to permanent employees who have completed a required six (6) month probationary period on or before July 1 of the ensuing salary year.
8. Unit members whose LEVEL increase is to be withheld shall be notified in writing at least sixty (60) calendar days prior to the date the LEVEL increase was to take effect. Such notification shall include specific reasons for withholding the LEVEL increase.

B. Evaluation of Newly Hired Probationary Employees

1. Probationary employees shall be evaluated during the probationary period by use of the Board approved evaluation instrument.
2. The probationary employee's immediate supervisor shall be involved in the evaluation process.
3. At least sixty (60) calendar days prior to the evaluation, the supervisor(s) will review job duties with the employee and discuss any areas where the need for improvement has become apparent.
4. Unit members whose LEVEL increase has been withheld for reasons of unsatisfactory performance shall be reevaluated within sixty (60) days after the beginning of the work year. If performance is rated as satisfactory at that time, the merit LEVEL will be awarded retroactively to the beginning of the work year.
5. Failure of the employee to receive a salary LEVEL increase as a result of a performance evaluation shall have no impact on cost-of-living increases awarded to all Unit members.
6. All evaluation procedures covered by this article shall be subject to the grievance procedure.
7. It is understood that if an employee disagrees with the content of his or her evaluation, the employee can utilize the normal administrative appeal process in Section 4-205 of the Education Article, Annotated Code of Maryland.
8. In any year in which a Unit member is not evaluated, it shall be assumed the employee's performance is satisfactory.

## ARTICLE 12 POSITION VACANCIES

- A. All permanent position vacancies shall be adequately publicized throughout the system for at least ten (10) workdays, and filled in accordance with the following procedures:

1. On a case-by-case basis, the Union President or designee may agree to waive the 10 workday minimum for publicizing the vacancy.
  2. All vacancies will be posted on the CCPS website, Starkey Building vacancy board, and the system newsletter.
  3. All employees who desire to apply for a vacancy must submit an application online so as to reach the Office of Human Resource no later than the closing date shown on the notice of vacancy.
  4. Each applicant applying shall be informed of the disposition of his or her application.
  5. All applicant files will be reviewed by the Office of Human Resources. No position will be permanently filled until all qualified internal applicants have been considered.
  6. The parties understand that it is the Superintendent's responsibility and authority to fill all position vacancies with the best qualified candidate. It is agreed that while no predetermined preference will be afforded, the Superintendent is committed, whenever possible, to the principle that it is beneficial to develop employees from within the system and to provide promotional opportunities to qualified applicants who are currently Board employees.
  7. Applicants for a particular position who are currently employed by the Board and who meet the minimum job qualifications as advertised will be given an opportunity to interview.
  8. All such qualified applicants as indicated in #6 will be notified no later than 30 calendar days after the position has been filled.
  9. Qualified applicants as indicated in #6 shall be notified when a position is being re- posted.
- B. Once an applicant has been chosen to fill the vacancy, the newly hired unit member will be placed on the appropriate advertised salary scale, for the position while the vacancy was posted and in accordance to the following procedures:
1. Grade placement will be specified for the position in which the employee was hired per Article 24.
  2. The newly hired unit member will be given credit through salary level placement for previous experience and education pertaining to position in which they are hired.
- C. Unit members may be appointed to fill temporary vacancies upon approval of the Superintendent or his or her designee. Such appointments may be made when the following conditions are met:
1. Prior to the employee beginning the temporary assignment, a request for a temporary appointment is made in writing by the appropriate Assistant/Deputy Superintendent and submitted to the Office of Human Resources.
  2. The vacancy is projected for an extended period of time, but not less than ten (10) consecutive workdays.

3. A request for filling the vacant position has been approved by the Superintendent or the Superintendent's designee.
4. An appointee must meet or exceed the minimum qualifications for the position to which he or she is being temporarily appointed.
5. Appointees to higher-level positions shall be compensated by one (1) grade increase or more as determined by the Office of Human Resources. If a unit member should require more than a one-grade increase, explanation must be provided in writing at the time of the request for appointment is submitted. This compensation will be retroactive to the first day of the temporary appointment. In no case shall the appointee be compensated less than his or her current salary during the term of the appointment.
6. Temporary appointments may be terminated upon five (5) workdays' notice and shall have no adverse effect upon the employee's tenure in his or her permanent position.

## ARTICLE 13: PROMOTION AND DEMOTION PROCEDURE

### A. Definitions

1. A promotion is the movement of an employee to a higher grade as the result of moving from a lower to a higher position or as the result of an upgrading of the position.
2. A demotion is the reduction in grade of an employee by virtue of downgrading of the position to which he or she is assigned or a decrease in responsibilities and/or qualifications required in the performance of duties associated with the position. When a unit member is demoted due to failure to meet minimum job qualifications, such demotion shall become effective on July 1 following the notification. Such demotion shall be preceded by counseling with the employee's immediate supervisor.

B. Requests and recommendations for promotions or demotions must be in writing, with justification, on the appropriate Board approved request for change of position form. The form must be submitted by the immediate supervisor of the employee, accompanied by a completed job content questionnaire, and must be endorsed by the appropriate division head. Requests for promotions must be received in the Office of Human Resources not later than March 1, prior to the Fiscal Year in which it is recommended to take effect.

C. Requests and recommendations will be reviewed by the position evaluation committee and the Office of Human Resources. A written recommendation will be made to the Superintendent for final action.

D. When a position is downgraded through no fault of a Unit member, the employee in the position shall be retained at his or her existing base salary level for two (2) years after the effective date of the position downgrade.

E. When a Unit member is downgraded due to failure to meet job qualifications, such

downgrade shall become effective on July 1 following notification.

- F. Requests for reconsideration of promotions and demotions may be made through the chain of command to the Superintendent.
- G. If a promoted employee is unable to perform satisfactorily the duties of the promotional position during the probationary period, he or she will be returned to his or her former job and grade or to a comparable job with the same grade as his or her original position.
- H. The abolishment of position(s) within the bargaining Unit is subject to the following provisions:
  - 1. Must be in writing, with justification by the immediate supervisor.
  - 2. Must be endorsed by the appropriate division head and an informational meeting will be held with AFSCME.
  - 3. Written recommendation made to Superintendent for final action.
- I. When a position(s) is abolished through no fault of the Unit member, the employee shall be retained at his or her existing base salary level for two (2) years after the effective date of the position abolishment if availability of vacant positions exist. RIF does not apply.
- J. The employer agrees to provide counseling to employees desiring promotion opportunities upon request of the employee.

## ARTICLE 14: TRANSFER PROCEDURE

- A. All new and vacant positions shall be publicized for a period of ten (10) working days. A copy of such job announcements shall be posted on the CCPS website, newsletter, and job board.
- B. An employee shall be given written notice of his or her placement on the salary scale and job assignment for the coming year at the earliest possible date. In the event that assignment changes are made after June 30, the employee affected will be notified in writing or email.
- C. Whenever possible, the employee shall be assigned to positions within his or her current classification and changes in job classification shall be voluntary to the extent possible.
- D. Any Unit member who wishes to be transferred voluntarily must apply online for available positions. Acceptance of the employee by the supervisor of the position to which the employee desires a transfer is required. A request for transfer will be honored to the extent that a vacancy for which he or she is qualified exists and there is no conflict with the best interest of the school system.
  - 1. The employee shall be notified through email of the disposition of his/her

request and reasons therefore as soon as practicable.

2. Permanent Unit III and Unit IV employees accepting a voluntary or involuntary transfer shall not be required to serve a probationary period when the transfer is to a position within the same job category and does not constitute a promotion.
  3. Permanent Unit III and Unit IV employees accepting a voluntary transfer will not be eligible to apply for another voluntary transfer for a period of nine months if the voluntary transfer is not a promotion.
- E. An involuntary transfer may be made only after a meeting between the employee and his or her superior at which time the employee will be notified of the reason for the transfer.
1. Except in cases of emergency, notice of an involuntary transfer will be given to the employee no later than two (2) weeks prior to the date that the employee is to assume his or her new duties.
  2. Official notice of transfer shall include the reasons for the transfer, specific work location, reporting date and job title change.
  3. Employees who are displaced due to staff reductions shall be considered for existing system vacancies, and transfers will be affected prior to advertising in accordance with Paragraph D above. Every reasonable effort will be made to transfer displaced staff to positions comparable to those from which they were displaced.\*
- \*The provisions of Article 16 shall govern in the displacement procedure and recall of affected positions.
4. If a change in shift shall affect the employee, the following procedure will take place:
    - a. Volunteers will be sought at the employee site.
    - b. If no volunteer is found, the least senior employee will be involuntarily transferred as long as the employee can perform within the scope of duties.

## ARTICLE 15: DISCIPLINE AND DISCHARGE PROCEDURE

### A. Discipline

1. Disciplinary actions against Unit members may include oral reprimand, written reprimand, suspension and discharge, and normally shall be progressive in nature; however, such disciplinary measures shall be consistent with the severity of the offense.
2. All Unit members who are reprimanded in writing, suspended, or discharged will be given specific reasons for the disciplinary action prior to implementation of such action.

3. A copy of any written reprimand will be signed by both the supervisor and employee, and shall be forwarded to the Human Resources office for inclusion in the employee personnel file.

#### B. Suspension

1. Unit members may be suspended from duty without pay for immorality, misconduct in office, incompetency, insubordination, willful neglect of duty, and criminal offense.
2. A suspension shall not normally exceed five (5) days for the first offense, and ten (10) days for a second offense.
3. Suspensions must be approved by the appropriate division head in the chain of command of the affected employee.

#### C. Discharge

1. If an investigation is initiated by the Board which might lead to discharge, and if it is in the best interest of the school system to remove the employee who is under investigation from his or her present position, the employee may be transferred to another position or placed on administrative leave, until the investigation has been concluded.
2. Unit members may be discharged for any of the reasons outlined in B.1 above, if continued employment is not in the best interest of the school system.
3. Discharge action should be preceded by a conscientious attempt to assist the employee in the resolution of the problem causing the action.
4. When all other avenues of problem resolution have been exhausted, the immediate supervisor may recommend immediate discharge, or suspension followed by discharge. Such recommendations shall be made to the appropriate division head with a copy to the employee and the Human Resources office.

D. Unit members shall be notified in writing of suspension or discharge action.

E. In the event that an employee is absolved of charges by the court and the school system finds that there is not, nor will there be, adverse implications on the school system, said employee may be reinstated to his or her position with the Board. Such reinstatement shall be without loss of experience, retirement credit, or pay. Salary for the period missed shall be less any unemployment compensation received, salary from other sources during the period missed, and any Board payment for leave during that period.

F. Appeals of Discipline and Discharge actions shall be made under Section 4-205C of the Annotated Code of Maryland Education Article.

## ARTICLE 16: REDUCTION IN FORCE

### A. Definitions

1. Reduction in Force (RIF) shall be defined as the termination of an employee or reduction in time worked because of one or more of the following reasons:
  - a. Budget allocations
  - b. Decreased student enrollment
  - c. Discontinuation or reduction of State or Federal funding for special programs
  - d. Consolidation or closing of a school(s)
  - e. Discontinuation of certain courses of instruction
  - f. Administrative reorganization
  - g. Position elimination
2. Job category shall be defined as the general classification of positions within which specific job types are included, e.g. maintenance, building service, food service, instructional assistant, secretary.
3. Type of position shall be defined as a specific group of positions within a job category distinguishable from other groups by virtue of qualifications and duties, e.g. carpenter, plumber, secretary, instructional assistant, college/career advisor, building service worker, food service worker.

### B. Procedure

The procedure to be used in a RIF of non-certificated personnel will be as follows:

1. No non-certificated employee will be terminated by virtue of his or her position being abolished if a temporary employee currently holds the same type of position.
2. If no such temporary employee is currently holding the same type of position, probationary employees holding the same type of position will be terminated next in order.
3. When no temporary or probationary employee is currently holding the same type of position, the employee with the least employment service in the Charles County Public School system shall be terminated next in order.
4. When a permanent employee transfers from one position to another, he or she will be credited with his or her entire service in the Charles County Public Schools, but will be compensated in accordance with the salary administration procedures.
5. Permanent non-certificated employees on approved leave will be treated in

the same manner as active employees with respect to the provisions of this section pertaining to termination and reemployment.

6. Seniority will be determined by the effective date of continuous uninterrupted service in the Charles County Public Schools. For purposes of this section, approved leave of absence would not be considered as interrupted service; however, credit for experience would only apply when the employee is on approved leave for military service.
7. Disposition of employee accrued leave will be governed by the following:
  - a. Sick leave will be held at the level accrued for a period of three (3) years. If the employee is recalled during that period, all sick leave will be continued at that level upon recall.
  - b. Annual leave will be reimbursed at the per diem rate at the time the employee is terminated due to a RIF.
8. An employee, whose position has been selected for RIF under #3 above, may be placed into a lower paying classification that he or she formerly held, provided that said employee is qualified to perform the duties of the position. The employee will be compensated at the level of the position to which he or she is assigned.

#### C. Recall

1. Permanent non-certificated employees whose employment has been terminated as a result of a RIF shall be reemployed in cases where future vacancies develop in positions for which they are qualified with the employee who was released most recently being eligible for the first vacancy.
2. Recall privileges shall exist for a three (3) year period from the official date of termination due to RIF.
3. Recall employees shall be allowed three (3) workdays from the official date of recall to respond and ten (10) workdays after response to report to work.
4. If a Unit member has been recalled and rejects the offer of a position, the member shall be deemed to have waived his or her right to recall status.

#### D. Provisions for Review

Any action taken under these provisions by probationary employees will not be subject to the grievance procedure.

## ARTICLE 17: HOLIDAYS

- A. Unit members shall be authorized to observe fourteen (14) holidays as specified below:

New Year's Day	1
Martin Luther King's Birthday	1
Good Friday and Easter Monday	2
Presidents' Day	1
Memorial Day (Federally Observed)	1
Independence Day (Federally Observed)	1
Labor Day (Federally Observed)	1
Thanksgiving Day, the day before, and the day following	3
Christmas Day and preceding or following workday	2
Floating Holiday ( <i>Prior to June 1<sup>st</sup>, the Superintendent shall designate the date of the "floating holiday" for the following fiscal year.</i> )	1

- B. The Board may designate alternative days for observance of these holidays in the event they fall on Saturday or Sunday. The Union shall have the opportunity to provide input to the school calendar as is authorized for other elements of the school system.
- C. Employees shall be granted time off with pay, uncharged to any leave time on each observed holiday.
- D. If a holiday falls on the regular day off of an employee who has regularly scheduled days off other than Saturday or Sunday, the next scheduled workday of the employee will be observed as the holiday.

## ARTICLE 18: WORK HOURS, WORKDAYS, WORKWEEK AND WORK YEAR

- A. The regular workday, including a thirty (30) minute lunch period during the workday, for permanent full-time employees shall be eight (8) hours. The regular workday, including a thirty (30) minute lunch period for permanent full-time instructional assistants shall be seven and one-half (7.5) hours. Instructional assistants may have their work hours adjusted to attend faculty meetings requested by the principal. The lunch period will not be scheduled at the beginning or the end of the workday.
- B. Unit members who normally work seven and one-half (7.5) hours or more each day are entitled to one break not to exceed fifteen (15) minutes during each half of the workday. Unit members who normally work four (4) hours or more and less than seven and one-half (7.5) hours are entitled to one break not to exceed fifteen (15) minutes. The time of the break will be scheduled at the discretion of the

employee's immediate supervisor or adjusted to not interfere with the normal operation of the school.

- C. The normal workweek shall consist of five (5) consecutive days within a seven (7) day period. The Union will be kept informed of any major changes in the established workweek.
- D. The number of workdays in a work year for specific job types is as follows:

Job	Months Employed	Workdays	Holidays	Total Days
Professional Technical	12	247	14	261
All other 12 Month + Secretary	12	247	14	261
Secretary Clerical	11	213	13	226
Secretary Clerical	10.5	204	13	217
Secretarial Clerical	10	194	13	207
Instructional Assistant **	10	190	0	190
Food Service Manager Assistant Manager***	10	191	0	191
Food Service Manager***	12	247	14	261
Food Service Worker***	10	184	0	184

\*\*Instructional Assistants will work one hundred and ninety (190) days. Holidays are observed as per school system calendar. There is no effect on salary paid twenty-six (26) times per year.

\*\*\*Food Service employees will work total days indicated in chart. Holidays are observed as per school system calendar. There is no effect on salary paid every other week.

- E. Unit members who normally work less than eight hours (8) per day shall receive straight time pay when assigned to work beyond their normal workweek up to forty (40) hours per week.
- F. An employee cannot work in two or more part-time CCPS positions that exceed forty (40) hours per week.
- G. Employees may leave the facility/premises with the approval of their immediate supervisor.
- H. The parties may establish a flexible work schedule with final approval of the Assistant Superintendent.
- I. Shift Differential – where the majority of an employee's normal hours fall between the hours of 3:30 p.m. and 11:30 p.m., the second shift differential of \$312 will apply on a yearly basis.
- J. AFSCME will be contacted by the Board and given the opportunity to have a representative present on committees, when appropriate, that could affect work

schedule changes regarding Article 18.

## ARTICLE 19: LEAVES

### A. Annual Leave

1. Twelve (12) month full-time (except technical personnel) members shall earn annual leave to be accrued bi-weekly based on the below schedule. Part-time bargaining Unit members shall accrue leave in proportion to the percent of days worked.

<u>Length of Service</u>	<u>Annual Leave</u>
0-5 years	15 days
6-10 years	18 days
11-15 years	21 days
Over 15 years	25 days

2. Twelve (12) month full-time professional technical personnel shall earn twenty-six (26) days of annual vacation leave to be accrued bi-weekly.
3. Annual leave shall be requested at least twenty-four (24) hours in advance except in emergency situations. Annual leave requests shall be made in writing on the authorized leave request form and submitted to the immediate supervisor. Such annual leave requests shall be approved or disapproved within twenty-four (24) hours of submission. Employees shall be notified of the disposition of their annual leave request (i.e. approval or disapproval) in writing or by email. Annual leave requests shall not be unreasonably denied. If annual leave is denied, the employee shall be provided the reason for the denial. Conflicting requests for annual leave shall be resolved on the basis of seniority.
4. Approved annual leave shall not be subject to revocation except in cases of an emergency or disaster. In the event the employee is called to work because of an emergency, the annual leave time will be restored to his or her leave to be used at a later date.
5. There will be a fifty (50) day limit to the amount of annual leave that a 12-month employee can accumulate. Leave earned for the current year will be accrued in addition to this limit. However, no employee will be allowed to carry over more than fifty (50) days as of September 1 of each year. Those employees exceeding fifty (50) days on September 1 will have all days in excess of fifty (50) converted to sick leave.
6. Any holiday as defined in this Agreement that falls within an employee's scheduled annual leave will not be counted as a day of leave.

7. Annual leave requests may be submitted for approval in increments of quarter hours but no less than one hour.
8. Employees who become ill, are injured, or are hospitalized while on annual leave shall be able to use sick leave in lieu of annual leave for the duration of the illness, injury, or hospitalization provided:
  - a. A written request to do so is submitted to the employer within ten (10) working days of the end of that employee's approved annual leave, and;
  - b. The request is accompanied by a physician's certificate specifying the nature and duration of the employee's illness, injury and/or hospitalization.
9. Upon separation from employment for any reason, excluding retirement, employees shall be paid for no more than thirty (30) days of unused annual leave at the earned salary rate of employee at the time of separation. Upon retirement, employees will be paid a maximum of up to sixty (60) days at the earned salary rate of employee at the time of retirement.

#### B. Sick Leave

1. Sick leave with pay shall be granted to any employee who is required to be absent from duty because of safe leave, personal illness, injury, pre or postnatal disability, hospitalization, or dental/medical care.
2. Full-time employees shall earn sick leave at the rate of one (1) day for each month of completed service, to be accrued bi-weekly. There shall be no limit to the accumulation of sick leave.
3. Permanent employees shall earn sick leave at a rate proportional to FTE percentage.
4. Absences of three (3) or more consecutive days shall be supported by a note from a physician of the employee's choice and submitted upon his or her return to work. Employees may be asked to be examined by a Board's physician for verification at the Board's expense.
5. Sick leave requests may be submitted for approval in increments of quarter hours but not less than a half hour.
6. An employee may use his or her sick leave to care for illnesses of members of his or her immediate family or household. This leave will be deducted from the employee's accrued sick leave balance.
7. An employee requesting sick leave shall normally contact his or her immediate supervisor or designee at least one (1) hour prior to the time the employee would be expected to report for work. Where substitutes are needed, an employee shall contact his or her immediate supervisor or designee at least two (2) hours prior to the time the employee would be expected to report to work.
8. Permanent employees may be granted, upon written request, a leave of absence of up to two (2) years without pay and without credit for experience, due to personal illness, or severe illness of a member of the employee's family. Such a request must be accompanied by a physician's statement

certifying the requirement for the extended leave. Sick and annual leave may be used in conjunction with leave-without-pay. Upon return from leave-without-pay, the employee shall be assigned to the first available comparable position to the one previously held, without creating a new position or discharging another employee. Ten (10) workdays' notice and a physician's certification that the employee is capable of performing the tasks required of his or her job must be presented prior to the employee returning to work.

9. Permanent employees with ten (10) years of continuous service or more (excluding leaves of absence) with the Charles County Public Schools shall be reimbursed for unused sick leave upon their retirement. The rate of reimbursement shall be the per diem rate of the employee or one hundred (\$100) dollars per day (adjusted to employee's FTE), whichever is less. Eligible employees will be paid the approved rate for no more than one hundred (100) days of accumulated sick leave. This amount is to be paid to the retiree when he or she has completed all requirements to become a retiree. If the employee dies prior to retirement, the employee's estate will be paid the benefit as outlined above up to one hundred (100) days. All calculations (hours per day and rate of pay) will be made in relation to the employee's FTE status.
10. Unit members with at least two (2) years' service with the Board who have maintained a satisfactory sick leave record and who become seriously ill, may request advanced sick leave amounting to what could be accrued for the balance of the fiscal year and one additional year. Such leave will be considered after the Unit member has exhausted all sick and annual leave. In the event the Unit member terminates employment while still owing sick leave, the amount owed will be withheld from any remaining salary check(s). The Unit member will be billed for any additional outstanding balance at the per diem rate.

#### C. Personal Leave

1. Ten (10) and eleven (11) month bargaining Unit members shall be entitled to two (2) days of personal leave. Ten (10) and eleven (11) month Unit members in the fifteenth year of service with Charles County or beyond will be granted three (3) days of personal leave per year. Personal leave will accrue up to a maximum of five (6) days.
2. Employees, upon request, will be permitted to use one (2) sick/personal leave day per year for religious or ideological observances. The employee will notify his or her immediate supervisor at least seventy-two (72) hours in advance of taking such leave. The Superintendent or the Superintendent's designee may request recommendations from appropriate religious authorities with verification of the fact that an employee must be absent from the worksite to fulfill religious obligations. The employee may use sick or personal leave for this day.

#### D. Military Leave

1. The statutory requirements with regard to military leave shall apply to members of this bargaining Unit.

2. The employee shall submit to the Board, a copy of his or her official military orders at least thirty (30) days prior to the commencement of scheduled activities requiring the leave. Notice will be given as soon as possible for leaves as a result of unscheduled deployments.

#### E. Bereavement and Funeral Leave

1. For funeral attendance and bereavement, each employee shall be granted up to five (5) calendar days of absence, excluding Saturday and Sunday, without loss of salary, on the death of a child, parent, brother, sister, husband, wife, mother-in-law, father-in-law, daughter-in-law, son-in-law, brother-in-law, sister-in-law, grandparent, or anyone who has lived regularly in the household of the employee.
2. The five (5) days shall commence, at the option of the employee, on the day of death or the day following the day of death.
3. Employees who require more time off beyond the stated time may request additional reasonable time off to be charged to annual or personal leave.
4. Employees may, upon request, be granted up to one (1) day of administrative leave without loss of pay to attend the funeral of a fellow employee, more distant relative, or intimate friend. Administrative leave for attending funerals of fellow employees, intimate friends, or more distant relatives as described above, will be limited to three (3) instances per year. One day of administrative leave will be granted for fellow employees, intimate friends, or distant relatives within a fifty (50) mile radius from the employee's home. For funerals outside of those areas, two days of administrative leave will be granted.

#### F. Court Summons

1. An employee may be absent without loss of salary for a job related summons or for a court summons to appear on a grand jury or petit jury.
2. An employee may be absent without loss of salary when the employee is summoned to appear as a witness for the benefit of another party, or when the employee appears in a civil proceeding or in a criminal case in his or her own defense and the verdict is not guilty.
3. The employee may use annual leave, personal leave, or leave without pay for civil legal actions of a private nature initiated by the employee.
4. Court summons related to traffic citations, custody, or divorce proceedings are of a personal nature. The employee will use personal or annual leave for these proceedings.

#### G. Maternity Leave

1. An employee shall be allowed to use sick leave for absences due to disability connected with or resulting from pregnancy.
2. Requests for extended leave, except in cases of emergency, shall be accompanied by a physician's statement certifying the pregnancy and the need for such leave.
3. An employee on extended leave may return to work when her health permits

as attested by a written statement from her physician. One (1) week's advance notice is required prior to the employee returning to work.

#### H. Parental Leave

Permanent employees may be granted, upon written request, a leave of absence up to two years (2) without pay and without credit for experience, to care for the infant child of the employee.

#### I. Job Injury Leave

1. 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.
2. Injured employees who are disabled and qualify for temporary total disability payments will receive their regular salary, less the amount of temporary total disability payments as specified by the Workers' Compensation law, for a period not to exceed sixty (60) workdays. Employees receiving their regular salary shall be obligated to sign over any temporary total disability payments received from the MABE WC Fund to Charles County Board of Education.

After sixty (60) workdays, employees who are disabled and still eligible for temporary total disability benefits will receive only the funds due when approved by the Maryland Workers' Compensation Commission. An employee who is a participant in a rehabilitation program administered and approved by the Maryland Association of Boards of Education (MABE) Workers' Compensation Group Self-Insurance Fund may be given an extension of benefits by the Assistant Superintendent of Fiscal Services or his or her designee.

No part of such absence will be charged to the employee's sick leave if approved. Such personal-injury leaves will not exceed twenty-four (24) calendar months, and will cease when the period covered by Workers' Compensation has expired.

During the period of the non-compensatory leave of absence, the employee shall retain their Workers' Compensation check, yet be responsible for their health insurance contribution by separate arrangement with the Board.

3. No deductions in accumulated sick leave shall be made for employees injured during and as a result of their work (except as indicated in paragraph 2 above) if such injury entitles them to Workers' Compensation payments.
4. All on-the-job injuries must be reported immediately to the employee's supervisor.
5. Employees returning from job injury leave and/or after receiving Workers' Compensation benefits shall be restored to their former or a comparable position at the earliest practicable time without transferring a permanent employee, creating a new position, or discharging another permanent employee.

6. An employee returning from job injury leave shall present a physician's certificate indicating that he/she is fully recovered and able to perform all the requirements of the job.
7. All invoices/billing for treatment, visits, etc. shall be transmitted to MABE and the Board's Office of Safety and Risk Management for processing and payments.

#### J. Education Leave

Permanent employees may be granted, upon written request, a leave of absence of up to two (2) years without pay and without credit for experience, to attend an institution of higher learning. Such leave must be on a full-time basis and would normally start at the beginning of a school year. The employee must give ten (10) days written notice of intent to return.

The employee will be placed in the first available position comparable to the one previously held, without transferring a permanent employee, creating a new position, or discharging another permanent employee.

- K. AFSCME will be contacted by the Board and given the opportunity to have a representative present on committees, when appropriate, regarding changes to Article 19.

### ARTICLE 20: HEALTH AND LIFE INSURANCE PACKAGES

- A. The Board will underwrite 75% of the basic insurance programs for all employees hired before January 1, 2016.
  1. Term Life Insurance/Accidental Death and Dismemberment
  2. Health Insurance (including dental, optical, and prescription drugs)
- B. For employees hired after January 1, 2016, the Board will underwrite 75% of the basic insurance plan for employees who work 30 or more hours per week.
- C. Employees or retirees eligible for insurance will have the option to change between any of the offered plans during open season and, as is the consistent past practice, can add, drop, or change between family and individual plans based on qualifying events. New employees can only choose between the Open Access and the Preferred Provider Network (PPN) options.
- D. All Board employees participating in the program will contribute 25% of the premium paid through payroll deduction. Where both husband and wife are employed by the Board, they have the option of each having deducted 25% of the single coverage or one spouse choosing employee and dependent coverage and having 25% of the premium deducted.
- E. Employees on approved leaves of absence are required to maintain timely payments for their share (25%) of the health insurance premium.

## F. Health Insurance

The Board will support the health insurance plans for retiring employees who have been employed by the Board ten (10) or more consecutive years, and who were participating in the health insurance plans during the ten (10) consecutive years immediately preceding retirement from the Board. For Board employees eligible for this provision, the percentage of participation by the Board will be the same as the percentage for active employees. The above support will be implemented until the retiree or spouse/dependent is eligible for Medicare benefits. At that time, the employee or spouse/dependent must apply for Medicare Part A and Part B. The

Board will support a Medicare Supplement plan for retirees who are Medicare eligible regardless of age. The cost share for the supplement will be provided at the same cost sharing percentage as active participants.

Retiring employees who have worked for the Board of Education for at least ten (10) years prior to retirement, who are enrolled in the group health plan prior to retirement, but who have not participated in the Board's health insurance plans as required above, will have 50% of the premium of the lowest priced health insurance plan paid by the Board of Education during their retirement.

Those employees retiring on disability will have their service and plan participation requirements waived in order to qualify for the same health benefit cost share as employees who have met those service and plan participation requirements.

This support will be implemented until the retiree or spouse/dependent is eligible for Medicare benefits. At that time, the employee or spouse/dependent must apply for Medicare Part A and Part B. The Board will continue to pay 50% of the cost share for a Medicare supplemental plan. The 50% cost share is equal to two (2) times the premium of the lowest priced supplement plan.

If an employee or retiree has worked for ten (10) years or is in the tenth year of service with Charles County Board of Education, and he or she is carrying health insurance at the time of his or her death, the employee's dependents as listed on the policy will have the option of continuing the health insurance coverage for twenty-four (24) months by paying the employee's portion of the insurance premium to the Board of Education. No new dependents may be added to the policy (except that if an employee is expecting a child at the time of his or her death, that child may be added to the policy).

If the employee or retiree has worked for twenty (20) years or is in the twentieth year of service with the Charles County Board of Education, and he or she is carrying family health insurance at the time of his or her death, the employee's dependents as listed on the policy will have the option of continuing the health insurance coverage without limitation by paying the employee's portion of the insurance premium to the Board of Education. No new dependents may be added to the policy (except that if an employee is expecting a child at the time of his or her death, that child may be added to the policy).

Dependent children covered under paragraphs three (3) and four (4) above, will be covered only through the same period of eligibility as for active employees.

Medical processing and completion of required paperwork for Charles County Public Schools is the responsibility of the employee.

#### G. Group Life Insurance

The Board will support the life insurance plans for retiring employees who have been employed by the Board ten (10) or more consecutive years and who were participating in the life insurance plans during the ten (10) consecutive years immediately preceding retirement from the Board. For Board employees eligible for this provision, the percentage of participation by the Board will be the same as the percentage for active employees.

H. The parties shall establish a committee to review health insurance issues including costs, usage patterns, benefit satisfaction, and other health issues. The Employee Benefits Committee will be comprised of an equal number of representatives from AFSCME and the Board. It will coordinate with the joint committee established with EACC and the Board. The committee will make recommendations to the two (2) negotiating teams.

## ARTICLE 21: RETIREMENT

A. All Unit members are required to participate in the Board or State sponsored retirement plan. Unit members in the non-certificated retirement system will be vested upon completion of ten (10) years in the plan for new members beginning 7/1/11.

B. Employee required contributions shall be made through payroll deduction in accordance with the below schedule. (Schedule of employee contributions may be adjusted based on requirements of the plan).

1. Classified Retirement System – 5% contribution of base salary. The required contribution rates will be reviewed each year, but will not change automatically.

2. Contributions to teacher retirement plans are mandated by the State.

C. The Board of Education will provide 403(b) and 457 Retirement Plans for those employees wishing to participate.

D. Administration of the retirement systems shall be governed by the published provisions for that specific retirement plan.

E. Retirement plan provisions shall be available to Unit members through Human Resources.

F. Upon termination of employment, employees who contributed to one of the approved Board or State sponsored retirement plans may withdraw all accumulated employee contributions, with interest. Matching Board or State contributions are not refundable.

G. The retirement multiplier was adjusted to 2.0% for service beginning in 1998 for those retiring 7/01/06 or later, except for employees who are eligible for grandfathered late retirement provisions.

H. As of 7/01/07 the following changes are in effect for the Non-certificated Retirement System (self-funded):

1. Elimination of r-0, r-1 and r-2 columns under Early Retirement Percentages. Change retirement age to 55 and adjust percentage of full retirement received when employees retire early.
2. Disability retirement will equal early retirement r-factor.
3. Late retirement percentages will be limited to 150% (eliminated as of 7/1/11). Current employees age 55 or over will be grandfathered in and will retain current percentages (all employees employed before 7/01/07).
4. Early retirement will be available to current, vested, and active employees of CCPS as of July 1, 2007.

I. Late Retirement Benefits:

The 1998 effective multiplier increased from 1.8% to 2.0% beginning July 1, 2010, for all eligible employees, except for those employees who are eligible for grandfathered (age 55 or 30 years of service as of July 1, 2007) late retirement provisions contained in section 3.04 (a through c) of the plan summary.

For all other eligible employees, the effective multiplier of 2.0% (retroactive to 1998) applies as will the following late retirement percentages:

Actual Age at Retirement Date	Late Retirement Percentage
61 - 64	100%
65	150%

J. Pre-retirement Spouse Death Benefits

If any employee dies during approved work hours and within the scope of CCPS employment, the employee's spousal benefits as defined in section 3.05 of the document will apply.

Consumer Price Index –Urban Wage Earners and Clerical Workers (CPI-W) will be computed as the average CPI-W from April to April for each year.

## ARTICLE 22: REIMBURSEMENTS

### A. Tuition

1. The employer and the Union recognize the need for the development and training of qualified employees to partially fulfill the employer's work-force requirements.
2. Unit members shall be reimbursed up to \$2,225.00 per fiscal year or the actual cost, whichever is less, for costs associated with job-related college course work and/or specialized training. Requests for reimbursement must have the approval of the Superintendent or his or her designated agent prior to enrollment in the college course and/or training program.
3. The following conditions shall apply to reimbursement:
  - a. Course work/specialized training for which reimbursement is made must be job-related and have the approval of the Superintendent or his or her designee prior to enrollment.
  - b. In graded courses, the employee must earn a grade of C or better before reimbursement will be approved. In ungraded courses/specialized training, the employee must provide documentation of satisfactory completion of all requirements before reimbursement will be made.
  - c. Employees reimbursed for course work and/or specialized training during any portion of a fiscal year must work in the county for the following fiscal year. In the event that the employee receives reimbursement and is unable to be employed in the county the following year, the employee obligates himself or herself to return the amount reimbursed to the Board. If such funds are not reimbursed, the equivalent amount shall be deducted from his or her final paycheck. Unit members who are laid off as a result of a RIF will not be obligated by this provision.
  - d. Any additional financial assistance or allowance received beyond the actual costs incurred by the employee will be deducted from the amount which the employee would be reimbursed under the formula stated above.
  - e. In the event an employee cannot be reimbursed because of budget limitations, he or she will be paid prior to new applicants in the next fiscal year.

### B. Travel

Travel reimbursement at the IRS rate effective July 1 of each year will be provided to Unit members who are required to use their personal vehicle for travel in the performance of their work.

## ARTICLE 23: UNIFORMS

- A. Every two (2) years, one (1) jacket will be provided to appropriate support personnel.
- B. Upon issuance, uniforms shall be worn at all times when the employee is on duty at his or her place of work.
- C. All identifying patches on uniforms issued to personnel shall be returned to the Board upon replacement or termination of employment. A deduction from the last paycheck will be made for the cost of the entire uniform for patches not returned.
- D. Uniform cleaning and repair shall be the responsibility of the employee.
- E. Eligible employees may select up to \$210.00 worth of clothing per year from the uniform listing distributed by the Board. A catalog of items to select from will be furnished to eligible employees each year.

Eligible food service Unit members will be reimbursed for uniform purchases up to (\$210.00) per fiscal year. Eligible members are:

- Food and Nutrition Service Managers
- Food and Nutrition Service Assistant Managers
- Food and Nutrition Service Workers

Appropriate safety boots will be provided to designated maintenance employees. These boots must be worn only during the workday. Worn boots will be presented to the Supervisor for replacement as needed.

- F. All eligible permanent employee uniforms will be ordered no later than the Labor Day Holiday.

## ARTICLE 24: SALARIES AND WAGES

- A. The Board offers the following salary adjustments effective July 1, 2021:
  - 1. In FY 2022, all Unit 3 and Unit 4 employees will receive a One-LEVEL pay increase and a 1% COLA.
  - 2. Grade increase for eligible non-certificated employees.
  - 3. Reopen negotiations immediately following budget approval to consider additional compensation.
- B. Food Service employees who are certified through an approved professional association shall receive a salary supplement of 1% and certified managers shall receive a 1.5% salary supplement.

- C. All wage rates shall be listed in the Agreement with the hourly rate and yearly salary affixed to the appropriate LEVEL and grade. All current salary scales will also be posted on [www.ccboe.com](http://www.ccboe.com).
- D. Secretarial/Clerical employees who become certified through the International Association of Administrative Professionals (IAAP) and obtain the Certified Administrative Professional (CAP) certification will receive 4% salary supplement for as long as the certifications remain in effect. It shall be the responsibility of the employee to verify certification annually. Such verification must be submitted to the Office of Human Resources not later than June 1<sup>st</sup> of each year. If the job title or scope and responsibilities of the Secretarial/Clerical duties no longer apply, the salary supplement is rescinded.
- E. Instructional assistants entering LEVELs 10, 15, 20, and 25 will receive a one-grade increase.
- F. The American Federation of State, County and Municipal Employees, Local 2981, shall be contacted for the purpose of review and comment of any proposed contracting out (privatization) of services. It is understood that every effort shall be made to maintain the employment of the workforce in their current scope of duties and responsibilities.
- G. Concerns in regards to an error with an eligible non-certificated employee receiving incorrect salary payment(s), LEVEL, or stipends must be addressed with the Office of Human Resources. Error corrections will be retroactive for no more than 2 years from the employee's current assignment once the issue of concern is found to be valid.

#### GRADE PLACEMENT

- A. New employees will be placed in the entry grade authorized for the position to which the employee is appointed.
- B. When a grade increase is negotiated for that fiscal year, Unit members hired in a two-grade range shall be advanced to the target grade at the beginning of that fiscal year which follows their probationary period. Grade advancement as described in this section is contingent upon an eligible Unit member receiving a satisfactory performance rating on the Board approved performance evaluation instrument.

#### ARTICLE 25: PREMIUM PAY

- A. Eligible Unit members who receive prior approval to work overtime will be compensated at time and one-half (1½) for work performed beyond the established forty (40) hour workweek. Overtime on a pay basis must be authorized by the appropriate administrator.
- B. Eligible Unit members called in to perform emergency or non-anticipated extra

work when the work is not immediately prior to or an extension of his or her normal workday, shall be compensated for the hours worked. Such compensation shall be for a minimum of two (2) hours in the event the employee works less than this amount of time. When the time worked exceeds the normal forty-hour (40) workweek, the compensation will be at the rate of one and one-half (1½) times. The rate of overtime pay on Sundays will be two (2) times the regular rate. On authorized holidays, the compensation will be at the rate of one and one-half (1½) times.

- C. Employees may voluntarily use compensatory time paid at the applicable rate with the approval of the employee's manager and coordinated with the appropriate Assistant Superintendent. The employee may accrue compensatory time for their personal use. Compensatory time with a maximum up to twenty-four (24) hours will be lost by the employee at the end of the fiscal year. If the employee does not use the compensatory time, he or she will be paid the time earned up to 24 hours.
- D. On Code Red days, essential employees, or others required to work by their immediate supervisor, shall be paid their regular salary pay plus one-time rate of pay for hours worked. Essential personnel who cannot report for duty may use annual leave for the day(s). If the employee has no annual leave, sick leave may be used.
- E. Vacation, paid leave, and holidays listed in Articles 17 & 19, shall be counted toward the forty-hour (40) limit, which must be exceeded before the time and one-half provision takes effect. Leave without pay and worker's compensation (job injury leave) are excluded.

## ARTICLE 26: IMPLEMENTATION RESPONSIBILITY

- A. The Board and the Union will participate jointly in the implementation of this Agreement.
- B. Copies of the Agreement will be approved by both parties prior to posting on the CCPS website.

## ARTICLE 27: GRIEVANCE PROCEDURES

### A. Grievance

Within twenty (20) workdays following knowledge of the act or condition, which is the basis of the complaint, the grievant may file a grievance with the administrator who made the decision on the issue being grieved.

**INFORMAL LEVEL.** The employee is encouraged to discuss the issue causing

concern with his or her immediate supervisor in order to achieve resolution prior to proceeding to Level 1 of the grievance procedure. The employee may elect to have the designated Union steward present at such discussions. Every effort should be made to arrive at a resolution of the issue and a verbal response made to the employee within five (5) workdays.

#### B. Written Presentation

The grievance shall set forth the facts giving rise to the grievance and the provision(s) of this Agreement alleged to have been violated.

#### C. Grievance Meetings

Grievance meetings shall be held at times mutually agreeable to the parties concerned. It is the right of the grievant to be represented at all such meetings by the Union steward or other person(s) of his or her choice.

#### D. Time Limitations

No grievance shall be entertained or processed unless it is filed within the prescribed time limits. If a grievance is not appealed within the time limits, it shall be deemed settled on the basis of the last answer of the Board, provided that the parties may mutually agree to extend any time limits. If the grieved administrator fails to provide an answer within the time limits so provided, the employee with or without his or her

Union representative may immediately appeal to the next level.

#### E. Levels

1. The administrator being grieved or his or her designated representative shall have five (5) workdays to give a written decision after receipt of the grievance.
2. If the grievance is not settled at Level 1 within five (5) workdays, the grievant may move it to Level 2 by a written notice to the appropriate Division/Department Head or his or her designated representative. The Division/Department Head or his or her designated representative shall have ten (10) workdays to give a written decision after receipt of the grievance.
3. If the "grievant" is not satisfied with the decision rendered at Level 2, he or she may appeal to the Superintendent within five (5) work days after receipt of the decision. The Superintendent or his or her designated representative will respond within fifteen (15) workdays after receipt of the grievance.

#### Category

Level 1	Administrator making the decision on the issue being grieved
Level 2	Appropriate Assistant Superintendent or Designee
Level 3	Superintendent of Schools or Designee

## G. Arbitration

1. Any grievance that has been properly processed through Level 3 of the grievance procedure and has not been settled may be moved by the Union to arbitration under the voluntary rules of the American Arbitration Association. No individual employee or groups of employees shall have the right to invoke the provisions of these arbitration procedures. This appeal may be made by the Union by serving written notice to the Superintendent within ten (10) workdays following receipt of the Superintendent's written response at Level 3 of the grievance procedures.
2. The jurisdiction and authority of the arbitrator, and his or her opinion and recommendation, shall be confined to the express provision(s) of this Agreement at issue between the Union and the Board. The arbitrator shall have no authority to add to, alter, amend, or modify a 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 parties further agree to accept the arbitrator's award, within his or her jurisdiction and authority, as final and binding upon them.
3. 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.

## ARTICLE 28: DURATION AND SEVERABILITY

- A. This extended Agreement shall remain in full force and effect, ending June 30, 2024, and incorporate the entire understanding of the parties on all matters, which were the subject of negotiations. Each side may open annually one (1) Article in addition to salary and health insurance.
- B. The parties agree that all negotiable items have been discussed during the negotiations leading to this Agreement and therefore agree that negotiations will not be re-opened at any time whether contained herein or not during the life of this Agreement except by mutual Agreement of the parties involved.
- C. If any provision of this Agreement or any application thereof is held to be contrary to law by a court of competent jurisdiction, and such provisions or application will not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions or applications will continue in full force and effect. Upon issuance of such a decision, the Board and the Union agree to immediately negotiate a substitute for the invalidated Article, Section, or portion thereof, if they deem it feasible.

All side letters are to remain in full force and effect for the purpose of this settlement.

**APPENDIX A:  
AFSCME Unit Designations**

<b>POSITION TITLE</b>	<b>UNIT</b>
ACCOUNTING ASSISTANT	III
ACCOUNTING ASSISTANT-FOOD SERVICES	III
ASSISTANT COORDINATOR FOR JUDY CENTER	III
ASSISTANT IN OPERATIONS	III
ATTENDANCE I.A.	III
AUTO DETAILER	III
AUTO/HEAVY EQUIPMENT MECHANIC	III
AUTOMOTIVE MECHANIC 3	III
BENEFITS REPRESENTATIVE	III
BILINGUAL FAM & COMM OUTREACH	III
BOILER MECHANIC III	III
BUDGET ASSISTANT	III
BUILDING CONTROLS SYSTEM TECH	III
BUILDING SERVICE WORKER	III
BUS ATTENDANT	III
BUS DRIVER	III
CARPENTER 2	III
CARPENTER/LOCKSMITH	III
CERTIFICATION ASSISTANT	III
CHILD CARE DIRECTOR	III
CHILD CARE PROVIDER	III
COLLEGE AND CAREET ADVISOR	III
COMPUTER ANALYST	III
COMPUTER OPERATOR	III
CTE COORDINATOR	III
CULINARY ARTS IA	III
ELECTRICIAN	III
ELECTRONICS TECHNICIAN	III
ENVIRON ED. ASST	III
EQUIPMENT MECHANIC	III
FIELD SERVICE FOREMAN	III
FINANCIAL SECRETARY	III
FNS CULINARY DEV. & TRAIN. SPEC	III
FOOD SERVICE FORMS PROCESSOR	III
FOOD SERVICE WAREHOUSE DRIVER	III
FOOD SERVICE WORKER	III

FS PROGRAM SUPPORT SPECIALIST	III
FSW-SENIOR-MEALS ON WHEELS	III
GENERAL MAINTENANCE WKR	III
HR ASSISTANT	III
HVAC MECHANIC	III
IEP CLERK	III
IN-SCHOOL RETENTION PROGRAM IA	III
INSTRUCTIONAL ASSISTANT	III
MAIL TRUCK DRIVER	III
MAINTENANCE ASSISTANT	III
NETWORK ENGINEER	III
OPERATIONS REPAIR TECHNICIAN	III
PAINTER	III
PAYROLL ACCOUNTING ANALYST	III
PEST CONTROL TECH/LWN EQUI MEC	III
PLANNING & CONSTRUCTION ASST.	III
PLUMBER	III
PRINTING ASSISTANT-10.5 MONTH	III
PRINTING TECHNICIAN	III
PUPIL DATA ACCOUNTING SPECIALIST	III
PURCHASING ANALYST	III
PURCHASING ASSISTANT	III
RELATED SERVICES AGENCY LIAISO	III
ROOF MECHANIC III	III
SECRETARY	III
SECURITY ALARM TECHNICIAN III	III
SEIA INFANTS AND TODDLERS	III
SENIOR STUDENT DATA ACCT CLERK	III
SENIOR STUDENT DATA TECHNICIAN	III
SPECIAL EDUCATION PROGRAM ASST	III
STOCKKEEPER	III
STUDENT DATA ACCOUNTING CLERK	III
STUDENT DATA TECHNICIAN	III
SWITCHBOARD OPERATOR	III
SYSTEMS ANALYST II	III
TECHNOLOGY FACILITATOR	III
TITLE I FAMILY & PROG. LIAISON	III
TITLE I PROGRAM ASSISTANT	III
TECHNOLOGY FACILITATOR	III
TRAINER/DOCUMENTALIST	III
TRANSPORTATION ASSOCIATE	III
TRANSPORTATION ROUTING SPEC.	III
TRANSPORTATION FIN SECRETARY	III
TRUCK DRIVER	III

VIDEO PRODUCTION SPECIALIST	III
WEB DEVELOPER	III
ACCOUNTING MANAGER	IV
ADULT ED PROGRAM FACILITATOR	IV
AQUATICS POOL MANAGER	IV
BEHAVIOR SPECIALIST	IV
BENEFITS ANALYST	IV
BUDGET ANALYST	IV
BUILDING SERVICE ASST MANAGER	IV
BUILDING SERVICE MANAGER	IV
CASE MANAGER	IV
CERTIFICATION AUTH PARTN	IV
CMM SYSTEMS ADMINISTRATOR	IV
COMMUNICATIONS MULTIMEDIA	IV
COMMUNICATIONS SPECIALIST	IV
COMMUNITY RESOURCES LIAISON	IV
COMPUTER ANALYST	IV
COMPUTER PROGRAMMER ANALYST	IV
CONTRACT ADMINISTRATOR	IV
COORDINATOR OF EVALUATION	IV
DIRECTOR OF PLANNING/CONSTRUCT	IV
EARLY CHILDHOOD/FAMILIY LIASON	IV
EDUCATIONAL INTERPRETER	IV
ENERGY BLDG AUTOMA SYSTEM MGR	IV
EVENTS COORDINATOR	IV
FAMILY SVC COORD-CASE MANAGER	IV
FIXED ASSET/PURCHASING ANALYST	IV
FOOD SERVICE ASSISTANT MGR	IV
FOOD SERVICE FIELD OPERAT MGR	IV
FOOD SERVICE MANAGER	IV
FOREMAN	IV
HEAD OF ACCOUNTS PAYABLE	IV
HOME & HOSPITAL PROG FACILITATOR	IV
HUMAN RESOURCES GENERALIST	IV
INFORMATION TECHNOLOGY MANAGER	IV
JOB COACH-AIP PROGRAM	IV
JOB PLACEMENT COORDINATOR	IV
JOB PLACEMENT TECHNICAL SPEC	IV
OIP SYSTEMS MANAGER	IV
PHARMACY INSTRUCTOR	IV
PRODUCTION MANAGER	IV
PROGRAM ANALYST/PROJECT MGR	IV
PROJECT MANAGER	IV
PURCHASING/PROCUREMENT MANAGER	IV

SAT COORDINATOR	IV
SCHOOL BUS DRIVER INSTRUCTOR	IV
SENIOR PROJECT MANAGER IN	IV
SPEC ASST-ENVIR & SAF-RSK MGR	IV
SPECIALIST IN TRANSPORTATION	IV
STAFF ACCOUNTANT	IV
STAFF ACCOUNTANT-RESTR PROGRAM	IV
STAFF RELATIONS CASE MANAGER	IV
STATE CLAIMS PROCESSOR	IV
STUDENT RECORDS COORDINATOR	IV
SUPERVISOR OF FOOD SERVICE	IV
SUPERVISOR OF MAINTENANCE	IV
SUPERVISOR OF OPERATIONS	IV
SUPERVISOR OF PLANNING AND CONSRUCTION	IV
SYSTEM ADMINISTRATOR	IV
TECH ASST RESEARCH/ASSESSMENT	IV
WAREHOUSE FOREMAN	IV
WC & SAFETY ANALYST	IV
WEB CONTENT/DESIGN SPECIALIST	IV
YOUTH IN TRANS/FOST CARE COORD	IV

The preceding list may include other related job titles, as determined by the Board.

**Memorandum of Understanding**

**Between**

**Charles County Board of Education**

**and**

**The American Federation of State, County, and Municipal Employees, Council 67-Local 2981**

The AFSCME and the Board agree that all AFSCME unit members will receive a one-time payment of \$1,000 effective immediately paid in two installments. The first \$500 will be paid on or before December 31, 2021, and the second \$500 will be paid at the end of the 2021-2022 school year, at the latest on or before June 30, 2022. In order to receive each separate \$500 payment, the AFSCME unit member must be an active employee on the day of payment.

*Kwame Rose*

Date: 10/29/21

Kwame Rose, Council Representative  
AFSCME Council 67

*Sarah Burch*

Date: 10/29/21

Sarah Burch, President  
AFSCME Council 67

*Nikial Majors*

Date: 10/29/2021

Nikial Majors, Assistant Superintendent of Human Resources  
Charles County Public Schools

**MEMORANDUM OF UNDERSTANDING BETWEEN  
THE AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL  
EMPLOYEES (AFSCME)  
AND THE BOARD OF EDUCATION OF CHARLES COUNTY (BOARD)**

1. The AFSCME and the BOARD agree that all AFSCME unit members will receive a four (4%) COLA effective on the first payday in December 2021.

The Memorandum is effective this 25<sup>th</sup> day of October 2021.

For AFSCME: Kwame Rose  
Kwame Rose, Council Representative

Date: 10/27/2021

For AFSCME: Sarah Burch  
Sarah Burch, President

Date: 10/25/2021

For BOARD: Nikial Majors  
Nikial Majors, Assistant Superintendent

Date: 10/25/2021