

**AGREEMENT  
FISCAL YEARS 2007-2009  
between**

**AFSCME AFL - CIO, COUNCIL 67 and LOCAL 44  
and  
THE BALTIMORE CITY BOARD OF SCHOOL COMMISSIONERS**

**TABLE OF CONTENTS**

	<u>Page</u>
AGREEMENT .....	1
ARTICLE 1 Declaration Of Principle, Policies & Purpose.....	1
ARTICLE 2 Recognition .....	1
A. Recognition	
B. Unit Lists	
C. Changes in Job Classification	
ARTICLE 3 Checkoff.....	2
A. Termination of Membership	
B. Probationary Employee Dues Check Off	
C. P.E.O.P.L.E. Deduction	
D. Hold Harmless	
E. New Employee Orientation	
ARTICLE 4 Discrimination.....	3
A. Discrimination Prohibited	
B. Rights Guaranteed	
ARTICLE 5 Management Rights .....	3
ARTICLE 6 Grievance & Arbitration Procedure .....	3
A. Grievance Defined	
B. Time Limits	
C. Resolution of a Grievance	
D. Cost of Arbitration	
E. Computing the Time Limits	
F. Suspension and Discharge Grievances	
ARTICLE 7 Bargaining Unit Integrity .....	5
A. Monthly Report	
B. Contents of Report	
C. Vacant or Unfilled Positions	
D. Part-Time Positions	

- E. Food Service and Custodial Employees
- F. Charter Schools
- G. Out-of-Title Work
- H. Job Classification & Dispute Resolution

ARTICLE 8 Union Stewards & Union Representation.....6

- A. Representation
- B. List of Union Stewards & Alternates
- C. Designation of Steward & Alternates
- D. Grievance Processing Time Off With Pay
- E. Chief Shop Steward

ARTICLE 9 Seniority .....7

- A. Seniority Factored
- B. Reduction-In-Force
- C. Seniority in Layoffs
- D. Vacation and Personal Leave
- E. Promotions
- F. Volunteer Layoff
- G. Position Vacancies
- H. Reassignment
- I. Subcontractor Layoff

ARTICLE 10 Holidays .....8

- A. Holidays and Holiday Pay
- B. U. S. Congressional Election Day
- C. Voting Time
- D. Holidays Falling on Weekends
- E. Holiday Work Premium Pay
- F. Sick Leave
- G. Holiday Pay Eligibility
- H. Required to Work

ARTICLE 11 Vacation Leave .....9

- A. Vacation Leave & Accrual
- B. Vacation Requests and Usage
- C. Rates Vacation Pay
- D. Vacation Accumulation
- E. Holidays During Vacation Period
- F. Vacation & Early Closings
- G. Use of Vacation
- H. Vacation Accrual
- I. Vacation Accrual After Return From Layoff
- J. Vacation Accrual & Reemployment
- K. Vacation Retained on Transfer
- L. Leave of Absence
- M. Legal Heirs of Deceased Employee
- N. Retirement and Resignation

O. Vacation Accrual - Part Time Employees  
P. Probationary Period

ARTICLE 12 Sick Leave.....11

- A. Sick Leave
- B. Sick Leave Accrual
- C. Accumulation
- D. Sick Leave Conversion
- E. Retirement and Resignation
- F. Sick Leave Upon Retirement or 20 Years of Service
- G. Denial of Sick Leave
- H. Usage
- I. Notification to Employee
- J. Periodic Verification
- K. Return to Position after Childbirth
- L. Illness on Holidays
- M. Extended Sick Leave
- N. Permanent Part-Time Employees
- O. Catastrophic Illness or Injury of Immediate Family
- Q. Sick Leave Bank

ARTICLE 13 Other Leave.....13

- A. Death Leave
- B. Job Injury Leave
- C. Civil Defense Leave
- D. Military Training
- E. Jury Service
- F. Leave Without Pay
- G. Union Conventions
- H. Personal Leave
- I. Leave Increments

ARTICLE 14 Hours Of Work.....17

- A. Hours of Work
- B. Regular Work Week
- C. Work Shift
- D. Work Schedules
- E. Lunch Period
- F. Meal Allowance
- G. Outside of Regular Shift
- H. Shift Differential
- I. Emergency Situations

ARTICLE 15 Overtime.....18

- A. Overtime
- B. Computation of Overtime
- C. Distribution of Overtime
- D. Voluntary

E. Overtime Rate of Pay	
F. Shall Not Vary or Rearrange Work Schedules	
G. Out-of- Title	
ARTICLE 16 Safety & Health.....	19
A. Safety & Health	
B. Joint Labor/Management Committee	
C. Work Site Inspections & Reports	
D. Physician Referrals	
ARTICLE 17 Bulletin Boards .....	20
ARTICLE 18 Health & Welfare .....	20
A. Contributions	
B. Health Maintenance Organization	
C. Prescription Drug Program	
D. Part-Time Employees	
E. Life Insurance & Death Benefits	
F. Premium Contributions	
G. Leave Without Pay - Personal Illness	
H. Vision Benefits	
I. Joint Labor/Management Committee	
J. Dental Plan	
ARTICLE 19 Departmental Concerns.....	23
A. Department of Education	
B. Commercial Drivers License	
ARTICLE 20 Rates Of Pay.....	24
A. Salary Increases	
B. Level Upgrade & Longevity	
C. Parity Amendments	
D. Section 125 Plan	
ARTICLE 21 Visitation.....	25
ARTICLE 22 Discipline & Discharge.....	25
A. Discipline	
B. Employer Imposition of Discipline	
C. Discharge/Reduction/Suspension for More than 30 Days	
D. Employee Investigation Demands	
E. Suspension for Less Than 30 Days	
ARTICLE 23 No Strike Or Lockout.....	26
A. No Strike or Lockout	
B. Unauthorized Strikes	
C. Discipline of Strike Participants	

ARTICLE 24 SES/Temporary Employees .....	27
ARTICLE 25 Union Security .....	27
A. Implementation of Representation Fee	
B. Amount of Purpose of Representation Fee	
C. Notice to Employees	
D. Collection of Fee	
E. Indemnity	
ARTICLE 26 Longevity .....	28
ARTICLE 27 Pension & Related Benefits .....	29
A. Annuity Savings Certificate	
B. Employee Pension Counseling Service	
ARTICLE 28 Employee Assistance Service .....	29
ARTICLE 29 Training Program .....	29
ARTICLE 30 Sub-Contracting .....	30
ARTICLE 31 Out-Of-Title Work .....	30
A. Labor Class	
B. Exempt, Competitive, and Non-Competitive Classes-	
C. Study Out-Of-Title Practices	
ARTICLE 32 Uniforms .....	31
ARTICLE 33 Miscellaneous Provisions.....	31
A. Mistake on Employee's Pay	
B. Deferred Compensation Plan	
C. Additional Transportation Expenses	
D. Use of Masculine Pronoun	
E. Committees	
ARTICLE 34 Conformity To Law .....	31
ARTICLE 35 Termination, Change Or Amendment.....	32
ARTICLE 36 Printing Of Agreement.....	32
APPENDIX A Health & Welfare Benefits .....	33
APPENDIX B Listing of AFSCME Classes .....	35
APPENDIX C Salary Schedules.....	37

This Agreement entered into this 1st day of July, 2006 between The Baltimore City Board of School Commissioners ("EMPLOYER") and the American Federation of State, County and Municipal Employees, AFL-CIO, Council No. 67 and Local No. 44 ("UNION").

**ARTICLE 1  
DECLARATION OF PRINCIPLE, POLICIES & PURPOSE**

It is the intent and purpose of the Union and the Employer to promote and improve the efficiency of the operations of the Baltimore City Public School System. In order to render the most efficient public service to the citizens of the City, the Union and Employer agree that this goal can best be achieved through an orderly, constructive and harmonious relationship between them. The parties hereto are in further accord that effective employee relations in the public service requires a clear statement of the respective rights and obligations of labor and management and for this purpose enter into the following Agreement.

**ARTICLE 2  
RECOGNITION**

A. The Employer recognizes the Union as the exclusive negotiating representative of all eligible employees in units for whom the Union has been certified pursuant to the provisions of the Municipal Employee Relations Ordinance (ARTICLE 1, SECTIONS 119-137, OF THE BALTIMORE CITY CODE, 1983 REPLACEMENT VOLUME, AS AMENDED), Senate Bill 795 as enacted by the 1997 General Assembly, and the Maryland Education Article, Section 6-501, et seq.

B. The Employer agrees to furnish the Union on a monthly basis a complete list of titles and rates of pay for all classes within the Union's jurisdiction. The list to be furnished shall include the name and work location of each person currently employed in the Union's bargaining unit. Should the Union request, the Employer shall, within twenty (20) days after the Union's request, furnish to the Union the home address for each person currently employed in the Union's bargaining unit.

C. The Employer shall notify the Union of all changes in job classifications or class specifications. The Union, if it requests, shall have the opportunity to discuss such changes with the Employer. The Employer's notice of a change in job classification or class specification shall be given to the Union in writing, and it shall include a reasonable description of the changes proposed, which description shall be delivered to the Union by mail, fax or e-mail, at least fourteen (14) days before the change is to take effect.

### **ARTICLE 3 UNION SECURITY**

A. All Employees covered by this Agreement (1) who are employed after July 1, 1976 and elect not to join or remain members of the Union or (2) who were employed prior to July 1, 1976 and had previously executed membership or dues authorization cards as members of the Union, but elect to terminate such membership and/or revoke said dues authorization cards, shall, as a condition of continued employment, following their probationary period, pay a service fee to the Union in an amount not to exceed the then current Union dues in order to defray the costs incurred by the Union in the negotiation, administration and implementation of the terms of the Memorandum of Understanding, and all modifications and amendments thereto, including, as authorized in Article 25 of this agreement, related proceedings before an impasse panel or arbitrators, the processing of grievances, the conduct of disciplinary proceedings and in the appeal thereof, the protection and improvement of employment under S.B. 795, 1997 MD Laws Ch. 105, and any and all other proceedings and matters for which the Union is the employees' exclusive representative as a result of its certification.

B. If a probationary employee signs a dues check off authorization before the employee completes his/her probation, the Employer shall nonetheless begin to check off union dues, as authorized in the check off, within the next full pay period following the Employer's receipt of the check off authorization from the employee. The terms of this paragraph B. shall not for any purpose change or expand the definition of an "employee"; and, moreover, this paragraph B. shall not extend any additional representational rights to any probationary employee.

C. P. E. O. P. L. E. Deductions. The Employer agrees to deduct from the pay of each employee from whom it receives an authorization to do so the monthly amount authorized by the employee for the Public Employees Organized for Political Legislative Equality (P. E. O. P. L. E.). This voluntary authorization may be revoked at any time by notifying the BCPSS in writing of the desire to do so. A list of the employees from whom the deductions have been made and the amount deducted from each and a list of the employees who had authorized such deductions shall be forwarded to the Union no later than thirty (30) days after such deductions were made.

D. The Union shall indemnify and save the Employer harmless from any and all claims, grievances, actions, suits or other forms of liability or damages that arise out of or by reason of any action taken by the Employer for the purpose of complying with any of the provisions of this Section, and the Union assumes full responsibility for the disposition of the funds deducted under this Section as soon as they have been remitted by the Employer to the Union.

E. BCPSS will provide up to 1 hour during orientation for a Union representative to meet with new employees. The Office of Labor Relations shall give reasonable notice to the Union by telephone or fax of the time, date and place of each employee training and/or orientation session that is to be conducted by the Employer to enable one or more of the Union's representatives to meet with the employees involved when the session is conducted.

**ARTICLE 4  
DISCRIMINATION**

A. The provisions of this Agreement shall be applied equally to all employees for whom the Union is the certified representative, without discrimination as to age, sex, marital status, race, color, creed, national origin, political affiliation, disability, or sexual orientation.

B. The Employer and the Union agree that they shall not interfere with employees in the exercise of their rights guaranteed under the Senate Bill 795 as enacted by the 1997 Maryland General Assembly and the Maryland Education Article, Section 6-501, et seq.

C. The Americans with Disabilities Act (ADA) of 1990 makes it unlawful to discriminate in employment and employment practices against a qualified individual with a disability. In accordance with this provision of ADA, the parties acknowledge the Employer's duty to provide reasonable accommodations to a disabled individual and the Employer shall take all actions necessary to comply with the Act.

**ARTICLE 5  
MANAGEMENT RIGHTS**

The Employer reserves to itself all rights, powers and authority conferred upon it by Maryland's Public Education Laws and by the Maryland State Board of Education.

**ARTICLE 6  
GRIEVANCE & ARBITRATION PROCEDURE**

A. Subject to any limitations of existing law, a grievance, is defined as a dispute concerning the application or interpretation of the terms of this Agreement or a claimed violation, misinterpretation or misapplication of the rules or regulations of the Employer affecting the terms and conditions of employment, and may be settled in the following manner.

Step 1: The Union Steward with the aggrieved employee shall discuss the grievance with the employee's immediate supervisor within thirty (30) days, from the date of the events or conditions, or his knowledge thereof, which provide the basis for the grievance. The employee's immediate supervisor shall attempt to adjust the matter within ten (10) calendar days of the presentation of the grievance.

Step 2: If the grievance has not been satisfactorily resolved in Step 1, a written appeal may be taken to the employee's next higher supervisor on a form to be provided by the Employer and approved by the Union within five (5) calendar days following the completion of Step 1. The supervisor shall meet with and discuss the grievance with the Union Steward, the President of the Local Union or his designee and the aggrieved employee within five (5) calendar days of the written appeal. An answer to the grievance shall be submitted to the aggrieved employee and to the President of the Local Union in writing on the said form within five (5) calendar days.

Notwithstanding the foregoing, the Union may on its own initiative file a grievance as to any subject matter affecting more than one Department or Director, provided (i) that it does so in a writing that reasonably describes the subject matter(s) grieved, (ii) that it delivers a copy of the writing with the Employer's Director of Labor Relations, and (iii) that the Union's grievance is delivered to the Office of the Director of Labor Relations, and (iii) that the Union's grievance is delivered to the Office of Labor Relations within thirty (30) days after the reason for the grievance arose, discuss the grievance within fifteen (15) days after it was delivered to the Director. The Director shall in any event answer or respond to the grievance, in a writing that is addressed to the Union's President, within twenty (20) days after it was delivered, and thereafter, the grievance shall proceed to Step 3. All other grievances must be filed with the employee(s) immediate and next level supervisor as provided in Steps 1 and 2 of this Agreement.

Step 3: If the grievance has not been satisfactorily resolved in Step 2, a written appeal may be filed on said form with the Chief Executive Officer within five (5) calendar days following the completion of Step 2. Within five (5) calendar days of such an appeal, the Chief Executive Officer or management representative designated by him shall meet with the Union Steward, the President of the Local Union, a council representative and the aggrieved employee to discuss the grievance. The Chief Executive Officer or his designee shall respond in writing on the said form within ten (10) calendar days thereafter.

Step 4: If the grievance has not been satisfactorily resolved in Step 3, a review by an impartial arbitrator may be requested within seven (7) calendar days following the completion of Step 3, by filing a written notice with the Chief Executive Officer.

(a) ~~(a)~~ If the grievance has not been satisfactorily resolved within ten (10) days following the completion of Step 3, then either the Union or the Employer, but only the Union or the Employer, may request that the grievance be arbitrated before a neutral arbitrator selected for that purpose. A copy of the notice or demand for arbitration shall be delivered to the Office of the Chief Executive Officer. Thereafter, either party may request the Federal Mediation and Conciliation Service to provide a list of seven (7) arbitrators who each are members of the National Academy of Arbitrators, FMCS Area No. 7. An arbitrator shall be chosen by alternately striking names from the list, the last name remaining being the arbitrator chosen. The decision of the arbitrator shall be final and binding on all parties to the arbitration.

(b) The arbitrator shall be without power to add to, subtract from, change or alter any provision of the Agreement, Board policy, or of applicable State or local law.

(c) The arbitrator shall confine himself to the precise question presented for arbitration and shall have no authority to determine any other question.

(d) The arbitrator may hear or decide more than one (1) grievance if jointly requested by the parties.

(e) The cost for the services of the arbitrator, including per diem expenses, if any, and actual and necessary travel and subsistence expenses, will be borne equally by the Employer and the Union.

B. Time limits under this Article may be changed by mutual agreement.

C. If the finding or resolution of a grievance at any step of the procedure is not appealed within the Prescribed time said grievance will be considered settled on the basis of the last answer provided, and there shall be no further appeal or review. Should the Employer not respond within the prescribed time, the grievance will proceed to the next step. A grievance may be advanced to the next step at anytime after the time for an answer has expired, even though an answer has not been issued. A grievance must be timely advanced once it is answered by management.

D. The cost of any arbitration proceedings under this Agreement shall be equally divided between the Employer and the Union.

E. In computing the time limits under this Article, the date of the preceding event shall be counted.

F. The procedures for processing any grievance arising out of any discharge, reduction in pay or position, or suspension for more than thirty (30) days shall be as prescribed in Article 23 hereof. No resolution of a grievance shall expand or otherwise amend the terms of this Agreement.

## **ARTICLE 7 BARGAINING UNIT INTEGRITY**

A. At the beginning of each month, the Employer shall prepare a written report (the “Monthly Report”) which shall be delivered by the Employer to the Union within the first ten days of the month.

B. The Employer shall list in the Monthly Report the number of all bargaining unit positions that are authorized within the annual operating budget of the Baltimore City Public School System, and the number of positions that are vacant or are not filled by permanent employees who are covered by this Agreement.

C. The Employer shall meet with the Union to discuss the Employer’s efforts to fill those positions identified as vacant or unfilled. If the Union requests it, the Employer shall attempt to identify every bargaining unit position that is vacant for more than sixty (60) days, within the month following that Monthly Report.

D. The Employer also shall list in the Monthly Report all part time positions to which any bargaining unit work is assigned, separately identifying which part time positions are intended to be assigned 3.5 hours or less of work in any work day, and which part time positions are intended to be assigned more than 3.5 hours of work. If the Union so requests, the Employer shall prepare a list of the actual hours of work for such part time Employees in the preceding calendar month.

E. Effective January 1, 2007, Food Service and Custodial Employees who are hired to work part-time without benefits (i.e., 3.5 hours or less), who work on average four (4) hours or more per day over their regularly scheduled days of work during a period of sixty (60) consecutive days, immediately upon the start of the next calendar month shall become a part of the bargaining unit for all purposes; provided, however, the Employer shall first be obligated to

furnish health insurance benefits to those Employees, under Article 18 “Health and Welfare,” only if an Employee works on average six (6) hours or more per day for a period of sixty (60) days. Once added to the bargaining unit under the terms of this paragraph, a part time employee shall be due (i) Holiday pay under Article 10 pro rated at one half day (i.e., four (4) hours) of pay; (ii) Vacation under Article 11 pro rated under Article 11, paragraph O; and (iii) Sick Leave under Article 12 pro rated under Article 12, paragraph N.

F. Within forty-five (45) days before the first day of school in each school year, the Employer shall deliver to Union a list of the types of bargaining unit work and of bargaining unit-type positions expected for that public charter school for the ensuing school year. The Employer shall, upon demand by the Union, meet with the Union to bargain over the effects of such work and work assignments in the Public Charter Schools.

G. The Employer shall not ask or require any bargaining unit personnel to perform tasks that are not within the employee’s job descriptions, or for which they have not been adequately trained. The Employer also shall not ask or require any bargaining unit personnel to be responsible for the work of any outside contractor.

H. If the occupants of any bargaining unit positions have been required, as a matter of routine, to perform higher rated work, work for which they are not trained, or work that is not within their job description, the Employer shall upon demand of the Union commission a job classification study to reassess the value of their work. If the Union and the Employer cannot resolve any dispute as to the appropriate compensation of any position(s), those differences shall be resolved through grievance and arbitration under Article 6 of this Agreement, with the standard of decision to be whether or not the Employer has reasonably compensated the employee(s) affected taking into account their assigned duties.

## **ARTICLE 8 UNION STEWARDS & UNION REPRESENTATION**

A. The Employer recognizes and shall deal with the appropriate accredited Union Steward in areas to be defined by the parties and, where provided for in this Agreement, with the Union President and/or Council Representative in all grievances filed under this Agreement.

B. A written list of the Union Stewards and alternates shall be furnished to the Employer immediately after their designation and the Union shall notify the Employer promptly of any changes of such Union Stewards.

C. There shall be no more than one Chief Shop Steward for this Agency.

D. After appropriate notice to his immediate supervisor, the Union Steward shall be granted reasonable time off during working hours when he is engaged in processing a grievance under Article 6 of this Agreement.

E. The Union shall appoint one employee as Chief Shop Steward. The Chief Shop Steward shall devote his/her working hours with pay to the processing of grievances under Article 6 of this Agreement and to the administering of this Memorandum.

## **ARTICLE 9 SENIORITY**

A. The Employer and the Union recognize the principle of seniority as a factor in promotion, layoff, reemployment, transfer and other conditions of employment, and recognize the need of maintaining an efficient work force. The application of seniority under this Article shall prevail where the principle does not conflict with any provision of applicable law.

B. In the case of reduction-in-force or the elimination of a position:

(1) Classification seniority within the division shall be given, provided the employee's productivity is satisfactory.

(2) An employee who has been identified for layoff shall be able to displace a less senior employee in a lower classification in a job series within the same layoff unit provided he is qualified and able to perform the duties of the job.

For the purpose of this Paragraph, seniority shall be defined as the total length of continuous service in the higher and lower classifications.

C. An employee who displaces an employee in a lower classification shall be placed on the reemployment list established for the higher classification.

D. Before an employee's effective layoff date is scheduled, he (she) shall be entitled to:

(1) Convert to cash his (her) accumulated vacation and personal leave, or

(2) Continue his (her) employment status until all accumulated vacation and personal leave has been exhausted. In either event, sick leave for the then current sick leave year shall be converted at the time of employment termination to cash payment on a one (1) for four (4) basis as provided in Article 11 of this Agreement.

E. As pertains to employees in the labor class, the following provision shall apply:

Promotion shall be made on the basis of seniority when the senior eligible employee within a division is capable of performing the work in the higher classification.

F. In case of a reduction-in-force, an employee with twenty (20) years or more of continuous service may volunteer to be laid-off. The employee must send a written request to the agency head asking that he be selected for lay-off. If the agency head approves the request, the employee must also meet the Employees' Retirement Systems (ERS) eligibility requirements.

G. The Union will encourage employees to notify the Baltimore City Public School System of their interest in other positions for which they qualify. The Baltimore City Public School System will continue to make good faith efforts to notify employees of vacancies by posting job announcements where notices to employees are customarily posted.

H. The parties agree that unit members identified for layoff shall be reassigned, where possible, to an existing vacant position; provided, that within management's sole discretion the employee is deemed qualified and able to perform the duties of the job.

I. All other terms and provisions of this Agreement notwithstanding, there shall be no lay off of existing bargaining unit Employees on account of the assignment of bargaining unit work to persons or parties who are not members of the bargaining unit.

## **ARTICLE 10 HOLIDAYS**

A. Leave with pay shall be granted for the following days referred to herein as holidays:

### Holidays

January 1	New Years Day
January	Dr. Martin Luther King, Jr. Birthday
February	President's Day
March/April	Good Friday & 2 additional days during Spring Break
May	Memorial Day
July 4	Independence Day
September	Labor Day
November	Thanksgiving Day & day after Thanksgiving
December	Christmas Day & day before Christmas

B. U.S. Congressional Election Days, which occur on the Tuesday following the first Monday in November in even numbered years, shall also be observed as a holiday.

C. In the case of an election other than general or congressional, and upon request, the Employer shall allow employees who are eligible and registered to vote up to two (2) hours leave, if necessary, for the purpose of voting without loss of pay.

D. If a holiday falls on a Saturday, the preceding Friday will be observed as the holiday, if a holiday falls on a Sunday, the following Monday will be observed as the holiday. In the case of employees working on a schedule other than Monday through Friday, if one (1) of the listed holidays falls on one (1) of the employee's regular days off, he shall be granted another day off within the same pay period or not later than the following pay period, or be paid one day's pay. Management will consider employee requests for a substitute day off within the time frame specified above.

E. Whenever a holiday falls on a regular workday of a biweekly employee engaged in shift work, and the employee is required to work a second shift on that holiday he shall be allowed holiday allowance plus time and one-half (1 1/2) for all hours worked on the first shift and holiday allowance plus time and one-half (1 1/2) for all hours worked on the second shift.

F. An employee scheduled to work on a holiday who calls in sick shall be charged for sick leave on that day. Failure to notify the supervisor of illness will result in no pay for that day.

G. To be eligible for holiday pay, an employee must be in pay status at least one (1) day in the payroll period in which the holiday occurs.

H. Employees required to work on a holiday will be paid at the rate of one and one-half (1 1/2) times their regular hourly rate of pay for each hour worked in addition to their holiday pay.

## **ARTICLE 11 VACATION LEAVE**

A. Vacation leave for employees covered by this Agreement is accrued in relationship to the length of continuous service with the Employer as follows.

1. Employees with less than six (6) years of service shall earn vacation leave of one (1) working day for each month of completed service, or a total of twelve (12) days per year.

2. Employees who have six (6) but less than eleven (11) years of completed service shall earn vacation leave of one and one-quarter (1 1/4) working days for each month of completed service, or a total of fifteen (15) days per year.

3. Employees who have eleven (11) but less than fourteen (14) years of completed service shall earn vacation leave of one and one-half (1 1/2) working days for each month of completed service, or a total of eighteen (18) days per year.

4. Employees who have fourteen (14) but less than nineteen (19) years of completed service shall earn vacation leave of one and three-quarters (1 3/4) working days for each month of completed service, or a total of twenty-one (21) days per year.

5. Employees who have completed nineteen (19) or more years of continuous service shall earn vacation leave of two (2) working days for each month of completed service, or a total of twenty-four (24) days per year.

B. Vacation may be taken by employees entitled thereto subject to approval of their supervisor. Such approval shall not be unreasonably withheld. Requests for vacation shall be completed by the employee on the prescribed agency form and submitted to the supervisor at least one (1) week prior to the first day of leave, if the leave is to last one (1) week or more. Except in cases of emergency, leave request for amounts of time less than one (1) week are to be submitted at least one (1) full working day prior to the expected start of the leave. While every effort shall be made to meet the desire of employees requesting their periods of vacation leave, vacation schedules

must conform to the requirements of operations and vacations must be taken as scheduled by the supervisor. Conflicting requests for vacation shall be resolved on the basis of seniority.

C. Pay for all vacation days will be based on the employee's regular rate of pay.

D. Employees may use only earned vacation leave. Employees shall be allowed to accumulate vacation leave up to the maximum number of days earnable for a four (4) year period as determined by their current rate of accrual.

E. Any holiday as defined in this Agreement which falls within an employee's scheduled vacation shall not be counted as a day of vacation leave.

F. Employees on vacation leave on any day of early closing shall be charged the full vacation leave that they would have been charged if the early closing had not occurred.

G. An employee may use vacation leave in units of no less than four (4) hours a day or 1/2 day increments.

H. Vacation leave shall accrue provided that the employee is in a pay status at any time during the payroll period in which his anniversary date occurs.

I. Prior service shall be recognized in computing vacation entitlement of employees who had permanent status at the time of layoff due to lack of work or lack of funds and who are subsequently reemployed.

J. Employees who are reemployed, except as defined in I, above, following a break in service of thirty (30) or more work days, shall be considered as new employees for the purpose of computing vacation allowance.

K. Whenever employees transfer from one (1) permanent position to another permanent position without a break in service they shall be entitled to retain their vacation balance.

L. Employees may, when granted leave of absence for military service, utilize their accrued vacation. If such vacation leave is not utilized, it shall be retained pending their return to service.

M. In addition to accrued vacation, the legal heirs of employees who die shall be granted a bonus equivalent to the amount of vacation to which the employee would have been entitled for twelve (12) months of service, provided, however, that if within six (6) months immediately prior to the employee's date of death, the employee had been granted extended sick leave in excess of the bonus entitlement, bonus leave shall not be approved.

N. Employees who are separated from service, regardless of reason, shall be paid in full as of their date of separation for any accumulated vacation, personal leave, overtime or bonus pay, except in the case of bona fide indebtedness to the Employer. The cutoff ticket must contain, therefore, a record of all leave due the employee upon his separation.

O. Part-time permanent employees shall accrue vacation leave in accordance with the following schedule.

1. Part-time permanent employees with less than six (6) years completed continuous service shall be credited with one (1) day vacation leave when they have worked a total of one (1) hundred sixty (160) hours.
  2. Part-time permanent employees with six (6) but less than eleven (11) years of completed continuous service shall earn vacation leave of one and one-quarter (1 1/4) working days for each one hundred sixty (160) hours worked.
  3. Part-time permanent employees with eleven (11) but less than fourteen (14) years of completed continuous service shall earn vacation leave of one and one-half (1 1/2) working days for each one hundred sixty (160) hours worked.
  4. Part-time permanent employees with fourteen (14) but less than nineteen (19) years of completed continuous service shall earn vacation leave of one and three-quarters (1 3/4) working days for each one hundred sixty (160) hours worked.
  5. Part-time permanent employees with more than nineteen (19) or more years of continuous completed service shall earn vacation leave of two (2) working days for each one hundred sixty (160) hours worked. In each instance, the vacation day shall be eight (8) hours.
- P. Employees who have not previously served a probationary period shall earn vacation at the rate of one (1) day per month of completed service and shall be entitled to use their accumulation upon the completion of their probationary period of six (6) months. The probationary period shall not interfere with the employee's privilege of using sick leave or personal leave as it is accumulated provided, however, that in the event a probationary employee's service is terminated, all accumulated leave shall be forfeited.

## **ARTICLE 12 SICK LEAVE**

- A. Sick leave with pay shall be received by employees who have accrued sick leave and who are required to be absent from duty because of personal sickness, injury or pre- or post-natal disability.
- B. Sick leave shall accrue at the rate of one (1) day for each month of completed service, provided that the employee is in pay status at any time during the payroll period in which his anniversary date occurs.
- C. There shall be no ceiling on accumulation of sick leave.
- D. Employees may convert to cash one (1) day of unused sick leave for each four (4) days of sick leave accrued during the sick leave year at their rate of pay at the time of conversion. The sick leave year begins on the day immediately following the last payroll period in November and extends through the last payroll period in November of the following year. All sick leave days not converted to cash shall be carried forward and retained as accrued sick leave. Payment for converted sick leave shall be made no later than December 24 each year.

E. Employees who resign or terminate employment after June 1 of any year shall be entitled to convert to cash one (1) day of unused sick leave for each four (4) days of sick leave accrued during the then current sick leave year.

F. In addition to their accrued vacation leave, employees who are pensioned or who elect to terminate their service without pension and have completed at least twenty (20) years of service, shall be entitled to a bonus of one (1) day's pay for each four (4) days of accumulated sick leave at the time of their retirement and/or termination from BCPSS service.

G. Sick leave will not be granted where there is evidence of abuse of the sick leave principle through malingering or false application for such leave.

H. An employee may use sick leave in units of no less than two (2) hours a day and in increments thereof.

I. Employees shall notify their supervisor prior to the start of the employee's work shift on the first day of absence due to illness, and at such intervals as specified by the supervisor for the duration of such absence.

J. All use of sick leave is subject to verification. Periodic examination by the Employer's physician shall be at the Employer's expense. However, a physician's statement from an employee's private physician may not be required for periods of absence of less than five (5) or more consecutive days, unless abuse is suspected.

K. Sick leave with pay shall be granted for pre- and post-natal disability to an employee who is disabled to such a degree that she is unable to provide service to the Employer. The Employer and the Union recognize that this disablement will occur, in most cases, during the period four (4) weeks before and six (6) weeks after delivery.

An employee who is temporarily absent from her position due to reasons described above and who remains on the payroll in either as "S" or "SX" status due to that continuing disability, and who is not on a leave of absence, shall be allowed to return to her respective position at the end of the disability.

L. Should a day designated herein as a holiday occur while an employee is on sick leave, that day shall be observed as a holiday and shall not be charged against sick leave.

M. An employee with at least three (3) years of BCPSS service and who is unable to return to work after all of his accrued sick leave, vacation leave and personal leave have been exhausted may request extended sick leave with pay. If the Department Head deems such an extension advisable, he may recommend it to the Baltimore City Public School System. Such request must be accompanied by a medical certificate. No extension, however, may exceed one (1) day per month of completed service (or in the case of part-time permanent employees one (1) day for each one hundred sixty (160) hours worked). Upon return to work and after accumulating ten (10) sick leave days, an employee receiving this benefit must reimburse the Baltimore City Public School System for one-half (1/2) of the extended sick leave days granted.

N. In the case of part-time permanent employees, sick leave shall accrue at the rate of one (1) day sick leave for each one hundred sixty (160) hours worked. A day of sick leave shall be equal to a regular full time work day of an employee covered by this Agreement.

O. For each year of this Agreement employees may use up to five (5) days of their accumulated sick leave for the sole purpose of caring for an immediate family member who has a catastrophic illness or injury. Illness or injury shall include but not be limited to a personal injury or disease such as cancer, heart disease, automobile accident, etc. Approved Family Leave shall not be charged as an occasion under the BCPSS Attendance Monitoring Program. "Immediate Family" shall be consistent with the definition contained in Article 13, Other Leave paragraph A. (DEATH LEAVE).

P. An employee may utilize accumulated leave for appointments with doctors and dentists, which appointment could not be scheduled at other times. Sick leave used with prior supervisory approval for such appointments will not count as an "occasion" under the Attendance Monitoring Program. Such requests should be made as soon as possible prior to the date of the appointment, but not less than ten (10) working days prior to the appointment.

Q. The Sick Leave Bank previously established and currently operating shall remain in effect and it shall be governed by its rules which currently are in place.

## **ARTICLE 13 OTHER LEAVE**

### **A. Death Leave**

Four (4) consecutive work days leave with pay shall be granted upon request in the event of a death in an employee's immediate family. The immediate family shall be considered as: father, mother, mother-in-law, father-in-law, grandparents, sister, brother, spouse, children, grandchildren, step and half-blood relatives. One (1) day's leave of absence will be authorized for the death of aunts and uncles. This one (1) day leave of absence must be taken within four (4) calendar days of the date of death or on the day of the funeral of the relative if the funeral occurs more than four (4) days after the date of death.

The four (4) days shall commence, at the option of the employee, on the day of death or the day following the day of death. In the event the deceased relative lived in the same household as the employee making the request, the deceased shall also be considered to have been a member of the immediate family.

Employees who require additional time off beyond these four (4) days may request and shall be granted additional reasonable time off charged to vacation or personal leave.

The Employer may ask for information to document a request for death leave due under this Article if there is a reasonable cause to believe that an employee who has requested the leave has abused the benefit or misrepresented his or her right to demand time off for the leave.

## B. Job Injury Leave

### 1. Occupational Injury Examinations

a. The Employer shall have the right to send an Employee to a designated physician for an evaluation of an injury, illness or disability sustained within the course of and within the scope of employment for BCPSS (an "occupational injury"), and the Employee shall follow the physician's direction regarding the Employee's time and manner of return to work.

b. Notwithstanding paragraph B.1.a., immediately above, should an Employee consult with his/her own physician in connection with an occupational injury, and should that physician conclude that due to an occupational injury the Employee should be placed off from work or that the Employee's duties at work must be limited, that physician's recommendation shall be honored by the Employer unless it is unreasonable.

c. Where there is a dispute or conflict between the Employer's evaluating physician and the employee's treating or attending physician, the Employer and the Employee shall accept the recommendation of the Employee's physician for seven (7) work days, during which the physicians are to consult and attempt to resolve differences as to management of the employee's occupational injury. Should the physicians be unable to agree, then representatives of the Employer and the Union shall attempt to resolve the dispute or disagreement as to the Employee's assignment.

d. Nothing in this section shall in any way alter the rights and provisions of the states' worker's compensation laws.

2. When an employee sustains an occupational (on-the-job) injury in the actual performance of duty and is unable to work, he shall be granted full pay, not chargeable to any earned leave, for a period not to exceed six (6) months for each accident, provided that such lost time is certified by the BCPSS. However, no employee shall be entitled to receive Workers' Compensation benefits for temporary total disability during the time, or covering the period, that said employee is receiving his or her full salary for job injury leave as outlined above. When injuries which require absence beyond five and one-half (5 1/2) months occur, the following shall apply:

Under the provisions of the Workers' Compensation Law of Maryland the employee shall receive Workers' Compensation in the amount fixed or determined by law. The difference is charged to sick leave to the extent available, including extensions at the rate of one-half (1/2) day sick leave charged for each full day of leave taken.

3. Special medical examinations of employees shall be requested only by the appointing agency except in situations where an evaluation is needed in connection with a pending job injury related claim or the employee is under continuing care.

4. In no event shall such leave be extended beyond the duration of one (1) year from the date of the employee's job related injury or accident. At the expiration of said period, the employee shall have the option of:

a. Remaining in pay status by using accumulated sick, vacation and personal leave days or,

b. Filing an application for accident disability retirement.

5. Time lost due to job related injuries or accidents which disable an employee for a period in excess of the above mentioned one (1) year shall be compensated for in accordance with the Workers' Compensation Law of Maryland.

#### C. Civil Defense Leave

Any employee who is an accredited volunteer of a Civil Defense Organization may be granted permission by the head of the department, in which he is employed to participate in Civil Defense pre-emergency training programs and test exercises during working hours without loss of pay or vacation, subject to the following conditions:

1. A request for such permission shall be made in each instance in writing to the appropriate department, by the Civil Defense Director of Baltimore City.

2. The total amount of time for which permission may be granted to any employee for the purposes outlined shall not exceed forty (40) hours in any calendar year.

#### D. Military Training

All employees who are members of the organized militia or the Army, Navy, Air or Marine reserves shall be entitled to leave of absence from their respective duties, without loss of pay, time or reduction in efficiency rating, on all days during which they shall be engaged in field or coast defense or other training ordered or authorized under any law of the United States, during such time as they are on annual inactive duty training, for a period not to exceed fifteen (15) working days in any calendar year; provided, however, if any members of the organized militia are ordered to active duty in the event of an emergency, they shall be entitled to leave of absence without loss of pay, time or efficiency rating for such time while actually serving under such active duty orders, in addition to the fifteen (15) working day period specified above.

#### E. Jury Service

An employee who is required to perform jury service in any court (city, federal or county) shall be paid his regular salary. Employees shall notify their supervisor immediately by memorandum attaching a copy of their summons. An employee, who reports for Jury duty and is dismissed, shall report to work for the remainder of the working day. The BCPSS will no longer deduct from wages the funds paid by the jurisdiction for jury service.

#### F. Leave Without Pay

1. Upon application in writing any employee may be granted a leave of absence without pay, not to exceed one (1) year, for the reason of personal illness, illness in the immediate family or disability. Extensions of leaves of this nature shall be mutually agreed upon by the Employer and the Union.

2. Any employee elected or appointed as President, Vice President or Council Representative of the Union shall be granted a leave of absence without pay for the term of the election or appointment to his office or any extension thereof.

3. Education Leave. After completing one (1) year of continuous service, any employee, upon request and upon the approval of the appointing officer, shall be granted a leave of absence without pay for education purposes. The period of the leave of absence shall not exceed nine (9) months, but may be extended or renewed upon the request of the employee and with the concurrence of the appointing officer.

Leaves of absence for educational purposes shall not be granted more than once every three (3) years.

The Employer and the Union agree to cooperate in the development of job training, upgrading, apprenticeship and career ladder programs.

4. Prior creditable BCPSS service shall not be forfeited if an employee is granted a leave of absence without pay. An employee on a leave of absence without pay for more than thirty (30) calendar days shall not lose any accrued leave or seniority while on such leave of absence.

In the event a leave of absence without pay exceeds thirty (30) calendar days, the employee's seniority and increment dates will be delayed one (1) day for each day of the leave of absence, except for any employee who is on leave of absence without pay for military service.

#### G. Union Conventions

The Employer shall grant leave without loss of pay to employees officially designated as delegates to regularly scheduled Union conventions and conferences, provided that during any one (1) calendar year not more than fifteen (15) such employees shall be granted such leave and no employee shall be granted such leave more than once.

#### H. Personal Leave

Permanent employees are entitled to three (3) personal leave days per year. Three (3) personal leave days shall be accrued at the rate of one-fourth (1/4) day for each month of completed service. At no time may an employee accumulate more than eight (8) days' personal leave.

Personal leave shall not be denied unless it materially interferes with the performance of the agency's functions; provided, however, the employee requests such leave with at least three (3) working days' notice. In bona fide emergency situations, the three (3) days' notice may be waived. Request for personal leave for religious holidays shall not be denied.

Employees will be paid for unused personal leave when separated from the BCPSS.

I. Effective July 1, 1990, an employee may use, personal leave, and sick leave in units of no less than two hours a day and in increments thereof. All new hires into the unit after July 1, 1998 must use personal leave in at least one quarter (1/4) day increments.

**ARTICLE 14**  
**HOURS OF WORK**

- A. The regular hours of work each day shall be consecutive except for interruption for lunch periods.
- B. The work week shall consist of five (5) consecutive work days, except for employees in continuous operations.
- C. A maximum of eight (8) consecutive hours, including a paid forty (40) minute lunch period, shall constitute a work day. All employees shall be scheduled to work on a regular work shift, and each work shift shall have a regular starting and quitting time.
- D. Work schedules showing the employees' shifts, work days and hours shall be posted on each department bulletin board at all times.
- E. All employees shall be granted a lunch period during each work shift. Whenever possible, the lunch period shall be scheduled at the middle of each shift.
- F. An employee required to work three (3) or more hours immediately following the completion of a normal full time work shift shall receive a meal allowance of \$5.00.
- G. Employees called into work outside of their regular shift shall receive pay for a minimum of four (4) hours at the rate of time and one-half (1 1/2) their regular pay. Any employee called to or required to work prior to or after his regular shift, but annexed consecutively to one end or another thereof, shall be paid at the rate of one and one-half (1 1/2) times his regular rate of pay only for the time so worked, but in no event less than one (1) hour, and the aforesaid four (4) hour minimum provision shall not apply. The employee shall then be paid for the balance of his regular work shift at the appropriate rate. Nothing herein shall be construed to mean compounding of overtime.
- H. Employees regularly assigned to night or shift work shall be paid thirty-five (35) cents per hour above the established rates, as a shift differential, for each hour worked after 2:00 p.m. on all shifts that commence after 12:00 p.m. in the afternoon. This provision shall not apply to watchmen, guards or employees whose emergency assignments start or carry into the above named periods. When applicable, night differential shall be paid at the appropriate overtime rate. Shift differential will become part of an employee's base pay for paid leave purposes after he has been assigned to an eligible shift for thirty (30) consecutive days.
- I. Shift and other employees shall not be required to work more than sixteen (16) consecutive hours without an eight (8) hour break except in the case of an emergency endangering life, health and safety. If an employee is required to work for more than sixteen (16) consecutive hours under such an emergency situation, that period shall not exceed twenty-four (24) consecutive hours.

## **ARTICLE 15 OVERTIME**

A. All hours worked in excess of the regularly scheduled work day or in excess of the regularly scheduled work week shall be considered overtime and paid for at the rate of 1 1/2 times the normal straight time rate of pay.

B. All paid leave shall be considered time worked in the computation of overtime.

C. Overtime work shall be distributed equally to employees working within the same job classification in each work area. The distribution of overtime shall be equalized over each six-month period beginning on the first day of the calendar month following the effective date of this Agreement, or on the first day of any calendar month this Agreement becomes effective. Insofar as practical on each occasion, the opportunity to work overtime shall be offered to the employee within the job classification who has the least number of overtime hours to his credit at that time. If this employee does not accept the assignment, the employee with the next fewest number of overtime hours to his credit shall be offered the assignment. This procedure shall be followed until the required employees have been selected for the overtime work. A record of the overtime hours worked by each employee shall be posted on the department bulletin board monthly.

D. Overtime work shall be voluntary except in the event of an emergency. There shall be no discrimination against any employee who declines to work overtime, except in the event of an emergency, but a record shall be kept for each employee and posted, showing the number of hours of overtime he refused to work.

### E. Overtime Rate of Pay

1. The overtime rate of pay for all hours worked on the seventh consecutive day worked in a regular work week shall be at the rate of two (2) times the normal straight time rate of pay.

2. Where in the normal operation of a department, work is regularly scheduled on Saturdays and/or Sundays, no more than ten (10) days of work shall be scheduled for any employee in each fourteen (14) day period, unless there is an emergency or unforeseen circumstance.

3. If an emergency or unforeseen circumstance occurs an employee working this schedule shall be paid one and one-half (1 1/2 ) times his hourly rate for all hours worked in excess of ten (10) regularly scheduled days during said fourteen (14) day period except that for all hours worked in excess of twelve (12) days during said fourteen (14) day period, the employee shall be paid two (2) times his hourly rate.

F. The Employer shall not vary or rearrange work schedules to avoid the payment of overtime.

G. When an employee in a single work week works at two or more different types of work for which different straight-time rates have been established, the employee will receive paid overtime for the type of work that is performed during the overtime hours at the higher rate for all hours over forty (40) in a work week.

**ARTICLE 16**  
**SAFETY AND HEALTH**

A. The Employer shall provide to all members of the Union's bargaining unit a safe and healthful work place. The Employer and the Union shall cooperate in the enforcement of safety. Should an employee feel that his work requires him to be in unsafe or unhealthy situations, the matter shall be considered immediately by the Employer. If the matter is not adjusted satisfactorily, it may become the subject of a grievance and will be processed according to the grievance procedure. If an employee feels that a piece of motor vehicle equipment he must operate is unsafe, he shall immediately report it to his supervisor who shall make an immediate inspection. No employee shall be required to operate an unsafe piece of motor vehicle equipment.

B. A Joint Labor/Management Committee shall be established to review safety standards, accident related causes and other safety matters to promote employee safety. In addition, a Joint Labor/Management Safety Committee shall be established with equal Union and BCPSS representatives to discuss safety and health issues as they relate to AFSCME Local 44 employees.

C. To enable the Employer to safeguard the safety, health and well being of all bargaining unit employees, the Employer shall, within thirty (30) days after demand by the Union, furnish to the Union either (i) copies of any work site inspections or statements of clinical findings which may concern the work or place(s) of employment of members of the Union's bargaining unit; or (ii) any information that is within the Employer's possession, custody or control about specific pathogens, contagions, environmental hazards, toxic chemicals, health or accident risks that are under active study.

D. Physician Referrals

1. The Employer shall continue to have authority to direct employees for a medical evaluation. When an employee is directed by the City to report to Mercy Health Services ("Mercy") for an evaluation, the Employer shall require Mercy to correctly disclose the scope and terms of its professional engagement to the employee.

2. No employee shall be required, as a condition of employment, to authorize Mercy to assume the capacity of that employee's treating physician or treating medical care provider.

3. No employee shall be required to consent to a medical procedure or test that is inconsistent with generally accepted medical principles, or which, otherwise, is not medically indicated.

4. The Employer shall, at all times, honor and require Mercy to honor its employees' confidentiality and privacy rights with regard to medical information and care.

**ARTICLE 17**  
**BULLETIN BOARDS**

The Employer agrees to provide reasonable bulletin board space labeled with the Union's name, where notices of official Union matters may be posted by the Union.

**ARTICLE 18**  
**HEALTH & WELFARE**

A. Contributions

1. Through December 31, 2006, the current Employer and Employee percentage contributions to any self-funded health insurance premiums including Blue Cross/Blue Shield Preferred Provider (“PPN”) and Blue Cross/Blue Shield Traditional (“Traditional”) shall be continued. Health Maintenance Organizations (“HMO”) shall remain fully paid (100%) by the Employer.

2. Effective January 1, 2007, the Employer and Employee percentage contributions shall change to 15% (Employee share)/85% (Employer share) of the cost of the PPN. For those employees in the Traditional Plan, the Employer shall continue to compute the employee contribution as it has done in the past. All other plan provisions shall remain unchanged through December 31, 2007.

3. (a) Effective January 1, 2008, the Traditional plan shall be permanently discontinued. The Employer shall separately notify all Employees who are enrolled in the Traditional Plan in 2007, on or before October 1, 2007, with written notice that the Traditional Plan shall discontinue at the end of the calendar year, and that in order to continue to be covered by health insurance they shall have to enroll in a different health care plan during the Open Enrollment in the Fall of 2007 for January 1, 2008.

(b) All health insurance plans currently in effect shall remain unchanged throughout December 31, 2007. BCPSS retains the right to change HMOs during calendar year 2007, should changed circumstances require it to do so. Should the Employer change any plan/provider for the January 1, 2008 or January 1, 2009 plan years, the Employer shall offer benefits, services, coverage and means of access that are substantially the same as those in effect in the 2007 plan year, although it may implement the negotiated changes that under this Article 18.A. are to be effective January 1, 2008.

4. Effective January 1, 2008, the Employer and Employee percentage contributions shall change to 80% (Employer share)/20% (Employee share) of the cost of the PPN; 90% (Employer share)/10% (Employee share) of cost for the HMO. All other plan provisions shall remain unchanged through the end of this Agreement, except as set forth in section 5, below.

5. The following Participation Fees shall take effect on January 1, 2008:

a. For each Emergency Room visit: \$50.00 (except where visit results in in-patient hospitalization when participant fee shall be waived).

- b. For each in-patient Hospitalization: \$100.00 (capped at 3 admissions per year, per person).
- c. For each office visit to physician's office:

	PPN	HMO
Primary Care	\$10.00	\$10.00
Specialist	\$15.00	\$15.00

- d. For each prescription filled:

	Retail/30-day prescriptions	Mail Order/90-day prescriptions
Generic:	\$10.00	\$15.00
Formulary:	\$20.00	\$25.00
Non Formulary	\$30.00	\$35.00

e. The current formulary assigning drugs to two price categories (e.g., generic, and brand) shall remain in effect through December 31, 2006. Effective January 1, 2007, as provided in subparagraph d., a third price category shall be established for pharmaceuticals consistent with existing practice in other BCPSS bargaining units. Step Therapy and Drug Quantity Management may be applied to the Employer's prescription program, provided that the Employer first furnishes to the Union a copy of its protocols intended for those measures, and an opportunity to discuss them before they are implemented, and appropriate written notices are issued to plan participants before implementation.

f. Effective January 1, 2009, the Employer may adopt a Mandatory Mail Order procedure for filling maintenance prescriptions that are covered under paragraph 18.A.5.d. The Employer may before that date begin a program to educate plan participants about the benefits of using a Mail Order procedure for filling their pharmaceutical needs. The Union shall participate in the education program, and it shall encourage unit members to use Mail Order procedures.

g. Once the Mandatory Mail Order procedure for filling maintenance drug prescriptions is adopted on or after January 1, 2009, a plan participant may petition for waiver of that mandatory obligation upon a showing of substantiated hardship. The request for waiver shall be reviewed by a joint committee, which committee shall be composed of two representatives each of the Employer and the Union. The members of the joint committee shall make a recommendation to the Employer. The Employer shall not unreasonably reject any recommendation of the joint committee as to a waiver for substantiated hardship.

B. BCPSS shall offer health plan options including a Point of Service health maintenance organization and open access network programs.

C. Effective July 1, 2000, all employees will be enrolled in the universal prescription drug program. Effective July 1, 2000, all employees will pay \$42.00 annually (\$4.20/ten months or \$3.50/twelve months). Food Service and Custodial Employees who are initially hired to work 3.5

hours a day or less, without benefits, who subsequently are added to the bargaining unit under Article 7, paragraph E of this Agreement shall be covered by and due benefits under this Article 18 if they work on average six (6) hours or more per day for a period of sixty (60) days.

D. Part-time employees covered by this Article must consistently work an average of 50% of a regularly scheduled work week to be eligible for this benefit.

E. The life insurance benefit for an active employee shall be an amount equivalent to the deceased employee's annual salary on the date of the employee's death.

The death benefit as stated above may be paid in advance to employees who are catastrophically ill. An employee who is catastrophically is characterized by all of the following: (1) the employee is totally disabled and therefore cannot work for the BCPSS or any other employer in an active or limited capacity; (2) the employee's medical prognosis shall state that the death of the affected employee within a six-month period; and (3) the affected employee must apply for an ordinary disability retirement allowance or a service retirement allowance, to be eligible for the catastrophic illness payment.

The claim must be filed within (6) six months after the claimant has become incapacitated or disabled and is unable to return to work.

The BCPSS Department of Human Resources shall be charged with administering the catastrophic illness benefit determining the eligibility of the claimant for said benefit. Upon request, the employee shall furnish the Department with any and all data and documentation pertaining to the claim. The Department may order examination of the claimant by a physician of its choice. No benefits may be paid for injuries or disabilities for which compensation was paid under ( 1) Worker's compensation laws or ( 2) accidental disability provisions of the retirement system.

If the claimant's death occurs before the BCPSS has made a final determination that the illness is catastrophic, but the catastrophic illness benefit has not been paid, the payment shall be made to the named beneficiary.

In the event of ordinary death, the Employer shall supplement the lump sum death benefit provided by the Employees' Retirement system in order that the total benefit received shall equal the greater of \$15,000 or the employee's annual salary.

In the event of accidental death, the employee shall receive the greater of \$15,000 or the employee's annual salary, in addition to any pension received under the Employees' Retirement System.

An employee's coverage under this provision shall terminate upon separation except that employees represented by AFSCME shall be covered by a reduced death benefit to \$5,000 if they retire from BCPSS employment.

F. The Employer shall continue to pay its share of Health and Welfare premiums for employees on extended sick leave; provided the employee continues to pay his or her share, if any.

G. In the event an employee is on leave without pay for personal illness, the Employer shall continue to pay its share of the cost of his/her health coverage for a period not to exceed thirty (30) days; provided the affected employee continues to assume his appropriate contribution for said coverage.

H. The BCPSS shall offer a vision program, which will include fashion frames as allowed.

I. A Joint Labor Management Committee consisting of representatives from AFSCME Local 44, as well as representatives of other labor organizations and duly appointed designees of the Board shall be created to discuss health care issues and concerns which will meet on a regular basis.

J. Dental Plan. Effective on or after July 1, 2001 the new HMO contract will not offer dental coverage. The average annual cost between what was paid for the prior dental plan for one year will be used to establish a stand alone dental coverage plan. This will be accomplished at no additional cost to the BCPSS. The dental benefits may change commencing January 1, 2006, subject to negotiation between the Employer and the Union.

## **ARTICLE 19 DEPARTMENTAL CONCERNS**

### **A. Department of Education**

If normally scheduled pay-day for school based BCPSS employees in the bargaining unit falls on a school holiday on which the employees are not scheduled to work and the paychecks for those employees are received at the job sites, and available for distribution on the workday before the holiday, the paychecks shall be distributed to the employees.

### **B. Commercial Driver's License**

The parties recognize that by 1992 the drivers of certain BCPSS vehicles will be required to pass certification standards set by federal law. The Employer agrees that it shall provide training programs necessary to qualify those presently employed as drivers. It also shall continue its commitment to literacy by training those current employees who may be at risk to fail an attempt at certification because of functional illiteracy. In that regard, to the extent that resources may be available from local, state or national organizations with which it is affiliated, the Union shall also support training and literacy programs. For those current employees who do not successfully pass the new Federal and State imposed certification requirements, the Employer will attempt to place employees into positions, provided a vacancy exists which has been authorized to be filled and the employee meets the qualifications for the position.

## **ARTICLE 20 RATES OF PAY**

1. Effective July 1, 2006, the annual salaries and hourly rates of pay for all bargaining unit positions shall be increased by 5%. A schedule which reflects the rates of pay established for Fiscal Year 2007 is attached to this Agreement as Addendum "A."

2. Effective July 1, 2007, the annual salaries and hourly rates of pay for all bargaining unit positions shall be increased by an additional 3.5%. A schedule which reflects the rates of pay established for Fiscal Year 2008 is attached to this Agreement as Addendum "B."

3. Effective July 1, 2008, the annual salaries and hourly rates of pay for all bargaining unit positions shall be increased by an additional 3.5%. A schedule which reflects the rates of pay established for Fiscal Year 2009 is attached to this Agreement as Addendum "C."

B. Effective July 1, 2005, all employees shall move up one Level. Employees on Level 4 shall move up to a new Levels, which shall be at rates that are 2.5% higher than Level 4.

Effective July 1, 2005, employees who are eligible will receive longevity increments.

1. This Agreement shall be amended to provide for additional increases comparable either to (a) any increases given by the Employer in wages for any other bargaining unit as set forth in this section 1, below (whether adjustments to salary scales, across-the-board increases or any other monetary changes (such as added in steps in grade or longevity that provide an increase in compensation to a substantial part of another bargaining unit)) which increases exceed the wage increases for this bargaining unit as reflected in Article 20.A. of this Agreement, or (b) any health insurance benefits which are more favorable than those in this Agreement, which are negotiated and granted for Fiscal Year 2008 and/or Fiscal Year 2009 to other bargaining unit employees who are represented by the City Union of Baltimore ("CUB"), Baltimore Teachers Union ("BTU") and/or Public School Administrators and Supervisors Association ("PSASA") for Fiscal Year 2008 and/or Fiscal Year 2009. For example, for any such fiscal year this Agreement shall be amended to increase the Salary Scales in paragraph 20.A. by the highest percentage that the salary scale of another bargaining unit is increased.

2. The increases provided for in paragraph C.1., immediately above, shall not be construed to mean that as a result of such added increase(s) Employees who are members of the Union shall be required to pay the same percentage of the cost of premiums for health benefits as are paid by Employees represented by CUB, BTU and/or PSASA should the employee payments for those premiums exceed those agreed upon by the Union.

C. Effective on or after January 1, 1992, a Section 125 Plan will be implemented whereby the employee's contributions to health care, vision, and prescription programs would be excluded from Federal and State taxes. It is mutually agreed that AFSCME Local 44 will continue to provide positive assistance in the enrollment process through active communication of the Section 125 Plan features to its members.

**ARTICLE 21  
VISITATION**

An officer or accredited representative of the Union shall, upon reasonable request by the Union, be admitted to the property of the Employer during working hours for the purpose of discussing or assisting in the adjustment of grievances under Article 6 of this Agreement, provided that he does not interfere with the performance of duties. Each Union representative wishing to be admitted to the property of the Employer for this purpose shall notify the appropriate management representative in advance. The Employer agrees that during working hours, on the Employer's premises and without loss of pay, designated Union representatives shall be allowed to:

1. Post official Union notices as defined above.
2. Transmit communications, authorized by the local Union or its officers, to the Employer or its representative.

**ARTICLE 22  
DISCIPLINE & DISCHARGE**

A. Discipline

Disciplinary action may be imposed upon an employee only for just cause. If the Employer has reason to reprimand an employee, it shall be done in a manner that will not embarrass the employee before other employees or the public.

B. The Employer shall impose a disciplinary action no later than thirty (30) days after the appointing authority acquires knowledge of the misconduct for which the disciplinary action is imposed; except in those cases where the employee(s) involved may be charged with criminal offenses, or with offenses related to suspected violations of civil statutes that require specific forms of investigation, and in those cases, the Employer must (i) give notice when appropriate to the employee(s) that an investigation is ongoing, and (ii) impose a disciplinary action no later than thirty (30) days after its investigation is completed. In any event, the Employer's investigation of and disposition on an alleged infraction shall occur with reasonable dispatch.

C. Discharge, Reduction in Pay or Position, or Suspension for More than Thirty (30) Days

Employer shall not, except for such cause as may interfere with the efficient discharge of the employee's duties, discharge any employee who has completed his probationary period; nor shall the Employer reduce in pay or position or suspend any such employee without just cause. The employee and the Union will be promptly notified in writing giving specific reasons for discharge, reduction in pay or position, or suspension for more than thirty (30) days.

1. In the event of a discharge, reduction in pay or position or suspension for more than thirty (30) days, the appointing officer shall schedule, if requested, an informal conference with the affected employee and his Union representative within five (5) calendar days from the date of the notice of such action.

2. In the event an employee, who has completed his probationary period is discharged, reduced, or suspended for more than thirty (30) days, such employee and/or his Union representative may request an investigation by the BCPSS. The BCPSS shall, as part of its investigation, refer such request to its Hearing Officer. The Hearing Officer shall conduct a fair and impartial hearing no later than fifteen (15) days from the receipt of such request.

The Hearing Officer, at the conclusion of such hearing shall make findings of fact and recommendations which shall be forwarded to the BCPSS for its determination, within fifteen (15) days after the hearing. The BCPSS shall take action on such recommendation within fifteen (15) days thereafter. Copies of the Hearing Officer's findings and recommendation shall be sent to the aggrieved employee, the Union representative and the Department Head. Said hearings shall be recorded and the records retained for thirty (30) days. In the event an employee is reinstated and the BCPSS recommends back pay, the Employer shall comply with such back pay recommendation.

D. In the event that an employee demands an investigation following a discharge, reduction in pay or position, or a suspension for more than thirty (30) days, the hearing shall be conducted before a Hearing Officer who shall be a member of the National Academy of Arbitrators. For that purpose, the Employer and the Union shall select and maintain a current list of five standing Arbitrators. The Hearing Officer shall issue written recommended findings and a proposed remedy within thirty (30) days after the hearing is closed. The written recommended findings and proposed remedy of the Hearing Officer shall be delivered to the parties so that they may prepare and file exceptions with the Board before the Board issues its final decision and action upon the Hearing Officer's recommendation.

E. All suspensions for less than thirty (30) days shall be subject to grievance and arbitration under Article 6 of this Agreement.

## **ARTICLE 23 NO STRIKE OR LOCKOUT**

A. The Union and its members, individually and collectively, agree that during the term of this Agreement, there shall be no strikes, slow-ups, stoppage of work, and the Employer agrees that there shall be no lockout.

B. In the event of an unauthorized strike, slow-up, or stoppage, the Employer agrees that there will be no liability on the part of the Union provided the Union promptly and publicly disavows such unauthorized strike, orders the employees to return to work and attempts to bring about a prompt resumption of normal operations, and provided further that the Union notifies the Employer, in writing, within forty-eight (48) hours after the commencement of such strike, what measures it has taken to comply with the provisions of this Article.

C. In the event that such action by the Union has not effected resumption of normal work practices, the Employer shall have the right to discipline, by way of discharge or otherwise, any member of the Union who participates in such strike, slow-up or stoppage, and no such disciplinary action shall be subject to the grievance procedure provided for in this Agreement.

**ARTICLE 24**  
**SES/TEMPORARY EMPLOYEES**

Effective January 31, 2001, SES/Temporary employment will be based on the BCPSS SES Policy and Procedure. SES/Temporary employment is a form of employment intended to meet short-term operational and instructional needs for the Baltimore City Public School System. Such employment shall not exceed ninety (90) working days, may be either full-time or part-time, and will not be renewed. The ninety working days must be completed within a six (6) month period of time.

SES employees receive no vacation, sick leave, personal leave, or holiday pay.

**ARTICLE 25**  
**UNION SECURITY**

Representation Fee

Provided the Union complies with the provisions of this Article, the following shall apply to members of the bargaining unit.

A. Implementation of Representation Fee

In the collection of a representation fee, the Union must first follow the rules announced for such procedure by the Supreme Court in *Chicago Teachers Union v. Hudson*, 475 U.S. 292 (1986). The Union agrees to develop an appropriate procedure for protecting the constitutional rights of all agency fee payers, which procedure shall include the right of any employee who is required to pay the fee to object or dissent from the fee, and to obtain a reasonably prompt decision from a neutral arbitrator on the issues in dispute. Once appropriately implemented by the Union, all employees who are covered by this Agreement but who are not members of the Union or who were once members of the Union but withdraw from Union membership shall (AS A CONDITION OF EMPLOYMENT) pay to the Union each month their fair share of the cost of services rendered by the Union that are chargeable as a representation fee. The determination of the fee, collection, escrow, disputes, and other procedures relating to the representation fee shall be governed exclusively by the terms and conditions that are described in rules adopted for the purpose by the Union, which rules shall comply with *Chicago Teachers Union v. Hudson*, supra, and similar case authorities.

B. Amount of Purpose of Representation Fee

The Union will determine its calculation of the representation fee based on a percentage of its regular expenses and budget; said percentage to represent the cost of all services performed by the Union under local and state laws.

C. Notice to Employees

The Union, using the BCPSS's internal mail system, shall once yearly send a written notice to each employee in the unit who is required to pay such a fee of the amount of the fee and how it has been determined. Alternatively, should the Employer not wish to make its internal mail system available to the Union for that purpose, the Employer shall release or make available to the Union mailing labels with the last known home address of each nonmember (OR FEE PAYER) to enable the Union to distribute its notice to those persons who must receive it.

#### D. Collection of Fee

The Employer, as a condition of employment, shall withhold from the bi-weekly salary of each employee who is not a member of the Union the representation fee as calculated on a bi-weekly basis.

#### E. Indemnity

The Union shall indemnify and save the BCPSS harmless and shall at the Union's expense (WITH COUNSEL OF THE UNION'S CHOICE) provide a defense 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, and the Union, subject to the conditions outlined in this Agreement, assumes full responsibility for the disposition of the funds deducted under this Section as soon as they have been remitted by the Employer to the Union.

### **ARTICLE 26 LONGEVITY**

All employees covered by this Agreement shall receive the following longevity increments as a percentage of the maximum step of the grade, or, in the event they are on a flat salary, then as a percentage of their annual salary:

10 years of continuous City Service - **3%**

15 years of continuous City Service - **3%**

20 years of continuous City Service - **3%**

25 years of continuous City Service - **3%**

Effective July 1, 2006, a 30-year longevity step of 3% shall be added.

**ARTICLE 27**  
**PENSION & RELATED BENEFITS**

A. Annuity Savings Certificate. Each employee who is a member of the Employees' Retirement System shall receive an Annuity Savings Certificate on a semi-annual and timely basis as of January 1 and July 1 of each year. This certificate shall include the following information:

- (1) Total annual accumulation;
- (2) Employee annuity contribution and the amount that contribution is drawing; (3) Explanation on interest accrual;
- (3) Current year service credits; and
- (4) Probable maximum retirement allowance.

B. Employee Pension Counseling Service

The Employer shall train the Union Chief Stewards in the counseling of prospective retirees so that they may assist such prospective retirees in the selection of retirement allowance options.

**ARTICLE 28**  
**EMPLOYEE ASSISTANCE SERVICE**

The Employer shall continue to maintain an Employee Assistance Program. It shall be the policy of the Program to assist, in a strictly confidential manner, employees who seek assistance for alcoholism, drug abuse, family problems, psychological or other medical problems. This policy recognizes that these are treatable conditions and it is the employee's responsibility to seek professional assistance for them. Employees with such problems are encouraged to contact the Employee Assistance Program for assistance by telephone at (888) 454-7545.

Any contact with the Employee Assistance Counselor will be strictly confidential. The Employee Assistance Counselor shall make an evaluation of the employee's problem and recommend remedies which may include referral to an appropriate treatment agency. It is the employee's responsibility to follow the recommendations of the Employee Assistance Program.

**ARTICLE 29**  
**TRAINING PROGRAM**

The Employer shall lend its full cooperation to Union training programs, both in the implementation of said programs and in placing those employees who have completed the programs.

**ARTICLE 30  
SUB-CONTRACTING**

A. During the term of this Agreement, the Employer agrees to meet and to discuss with the Union any plan to contract work which would result in a layoff. The Employer agrees to postpone the layoff so caused until three (3) months after the date on which the Employer first met and discuss with the Union the decision to contract the work.

B. The parties jointly recognize the need to continuously provide and improve BCPSS' services competitively and efficiently in terms of quality, cost and performance within projected time limits. The parties also recognize that the Union has concerns regarding matters that affect job security. To that end, the parties agree to meet under the direction of the joint labor/management committee to provide opportunities for discussion of those issues of concern relating to sub-contracting. It is further understood that this language does not restrict or further limit the Board's right to sub-contract beyond what is contained in the existing bargaining agreement.

**ARTICLE 31  
OUT-OF-TITLE WORK**

A. Labor Class. Whenever an employee is assigned to substitute for an employee in a higher classification due to the absence of the latter, he shall be paid at the rate of the step in the higher classification immediately above his regular rate of pay on an hour-for-hour basis, provided:

(a) That in the event the application of this rule would result in an hourly increase of less than five (5) cents, the employee shall be paid the rate of the next higher step, but in no event more than the maximum rate, of the higher classification.

(b) Whenever in the opinion of the Department Head, an employee will be required to substitute in a higher classification for a period exceeding thirty (30) working-days, the Department Head shall notify the Department of Human Resources whether the need for the higher classification is temporary or permanent. The Department of Human Resources will prepare an Eligible List for permanent appointment.

(c) Heavy Equipment Operators I and II shall be treated as Labor Class employees for the purpose of this Section.

(d) No employee shall be required to perform or shall receive compensation for out-of-title work for more than one-hundred twenty (120) days.

B. Exempt, Competitive, and Non-Competitive Classes. Whenever an employee is assigned to perform the duties and responsibilities of a higher classification for a period in excess of ten (10) consecutive working-days, he shall be paid the higher rate for such services commencing on the eleventh working-day, in accordance with the rules and regulations as set forth in the

Administrative Manual. No employee shall be required to perform or shall receive compensation for out-of-title work for more than ninety (90) days.

C. The Chief Executive Officer shall, as the Employer's representative, study out-of-title practices. The Union shall be given the right to actively participate and shall share in the information to be examined. The purpose shall be to determine (ON A CASE BY CASE BASIS) whether the out-of- title practice is inappropriately administered either by labor or management and, if so, to make effective recommendations to deal with any abuses.

### **ARTICLE 32 UNIFORMS**

A. The Employer's previous practice of furnishing certain items of clothing and/or equipment to members of the unit shall continue during the term of this Agreement.

### **ARTICLE 33 MISCELLANEOUS PROVISIONS**

A. If the BCPSS Payroll Department or the employee's department makes a mistake on an employee's pay, it shall be rectified and payment shall be made as soon as possible following verification by the BCPSS Payroll Department.

B. The Employer shall assume the administrative cost for those employees who participate in the Deferred Compensation Plan.

C. Reimbursement for additional transportation expense of ten (10) cents shall be provided to employees who are required to travel from the City to the County where the Employer's place of business may be located; affected employees shall be given another ten (10) cents for return to the City.

D. The Employer and the Union agree that in all instances in this Agreement in which the masculine form of the third person pronoun is used, such pronoun shall refer to both male and female employees.

### **ARTICLE 34 CONFORMITY TO LAW**

Should any provision of this agreement be contrary to law, or Senate Bill 795 as enacted by the 1997 General Assembly, then said provision shall be deemed void, but all other provisions shall continue in full force and effect.

**ARTICLE 35  
TERMINATION, CHANGE OR AMENDMENT**

This Agreement shall become effective on July 1, 2006, and it shall remain in full force and effective through June 30, 2009. It shall automatically be renewed from year to year thereafter unless either party shall give to the other party written notice of a desire to terminate, modify or amend this Agreement. Such notice shall be given the other party in writing by registered mail no later than January 1 of the year involved.

**ARTICLE 36  
PRINTING OF AGREEMENT**

The Board of School Commissioners shall pay the full cost of printing of this Agreement.

This Agreement by and between the Baltimore City Board of School Commissioners and Maryland Public Employees Council 67, AFSCME, and its affiliated local union, Baltimore Municipal Employees, Local 44, AFSCME, is signed to take effect as of July 1, 2006.

Baltimore City Board of School  
Commissioners Negotiations Team:

American Federation of State, County and  
Municipal Employees, AFL-CIO Local  
Negotiations Team:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Approved as to Form and Legal Sufficiency

Approved and Noted by the Baltimore City  
Board of School Commissioners:

\_\_\_\_\_

\_\_\_\_\_

Chief Executive Officer

\_\_\_\_\_

**APPENDIX A**  
**HEALTH AND WELFARE BENEFITS**

A. This Addendum outlines the benefits applicable to the Preferred Provider plan (PPN) only. A more detailed listing of the PPN benefits as well as the benefits under the HMO plans shall be available by accessing the Office of Benefits Management website, contacting the Office of Benefits Management and during open enrollment. Employees shall refer to Article 14 of this Agreement with regard to employee contributions (i.e. premium co-payments) information.

1. Hospital – Inpatient Services
  - a. Diagnostic lab work and x-rays; hospital services; medical/surgical physician services; operating room expenses; physical and rehabilitation therapy; and room, board, and general nursing services
    - i. Coverage: 100% allowed benefit. 365 inpatient days allowed. Acute Inpatient Rehabilitation is not covered.
    - ii. In-Hospital Charge: \$100 per admission with a maximum of three (3) such charges per person per year.
2. Hospital – Outpatient Services
  - a. Diagnostic lab work and x-ray - 100% allowed benefit.
  - b. Outpatient Surgery - 100% allowed benefit.
3. Common and Preventive Services
  - a. Doctor’s Office Visits - \$10 co-pay per visit.
  - b. Specialist Office Visits - \$15 co-pay per visit.
  - c. Routine GYN Examinations (one per year) - \$10 co-pay per visit.
  - d. Routine Physical (one every 36 months) - 100% allowed benefit including all related services with \$10 co-pay.
4. Emergency Treatment
  - a. Ambulance Service
    - i. Coverage: Major medical benefit, subject to deductible and coinsurance if applicable. Air transport is not covered.
  - b. Emergency Room: \$50 unless admitted to hospital.
5. Maternity
  - a. Pre- & Post-Natal Care - 100% allowed benefit.

- b. Delivery -100% allowed benefit.
  - c. Newborn Care (Inpatient) -100% allowed benefit initial visit.
- 6. Mental Health and Substance Abuse Benefits – Inpatient
  - a. Alcohol and Substance Abuse Care
    - i. Coverage: 100% seven (7) days detoxification per calendar year. 100% allowed benefit up to 30 days in an approved facility. Pre-certification is required.
  - b. Mental Health Benefits
    - i. Coverage: 30 days in a 180-day period covered at 100%. There is a 90 day renewal period. Pre-certification is required.
- 7. Mental Health and Substance Abuse Benefits – Outpatient
  - a. Alcohol and Substance Abuse Care
    - i. Coverage: 100% up to 30 visits per calendar year or a \$3,000 maximum per year. Pre-certification required by the eighth (8th) visit.
  - b. Mental Health Benefits
    - i. Coverage: 100 visits allowed per calendar year. 50% coinsurance not to exceed \$30 per visit. Pre-certification is required after the eighth (8th) visit.
- 8. Major Medical Annual Deductible (Plan Year)
  - a. Coverage: For major medical expenses only. \$200 per person per policy year.
- 9. Major Medical Yearly Out-Of-Pocket Maximum (Excluding Mental & Nervous Coverage)
  - a. Coverage: Benefit percentage – for major medical expenses only. \$30,000 paid at 100% allowed benefit. \$195,000 paid at 50% allowed benefit.
- 10. Major Medical Lifetime Maximum Benefit
  - a. Coverage: \$250,000 for major medical expenses.
- 11. Other Benefits – Please refer to your Health Insurance Open Enrollment Booklet for further information.

**APPENDIX B**

<b>Code</b>	<b>Job Class Title</b>	<b>GRADE</b>	<b>UNION CODE</b>	<b>WORK HOURS</b>
109140	Food Services Worker I/4 hrs	502	L44	4
109145	Food Services Worker I/6 hrs	502	L44	6
102670	Driver I - School Bus	511	L44	8
109150	Food Services Worker I/8 hrs	502	L44	8
103880	Trainer - Bus Drivers	515	L44	8
102760	Food Services Worker II/4 hrs	514	L44	4
102765	Food Services Worker II/6 hrs	503	L44	6
102150	Assistant – Horticulture	512	L44	8
102280	Building Maintenance Worker I	518	L44	8
102285	Building Maintenance Worker II	524	L44	8
102290	Building Repairer	518	L44	8
102300	Cabinet Maker I	518	L44	8
102305	Cabinet Maker II	524	L44	8
102310	Carpenter I	510	L44	8
102315	Carpenter II	518	L44	8
100410	Cook	513	L44	8
102385	Custodial Worker I/10 mth	505	L44	8
102390	Custodial Worker I/12 mth	503	L44	8
102395	Custodial Worker II	506	L44	8
102660	Driver - Solid Waste	521	L44	8
102665	Driver I - Motor Vehicle	512	L44	8
102675	Driver II - Motor Vehicle	520	L44	8
102680	Driver II - School Bus	520	L44	8
102770	Food Services Worker II/8 hrs	511	L44	8
102800	Glazier	518	L44	8
101015	Laborer	506	L44	8
102860	Lead I - Labor Crew	510	L44	8
102865	Lead II - Labor Crew	518	L44	8
102870	Lead Mechanic - Motor Equipment	527	L44	8
102885	Locksmith	518	L44	8
103060	Manager I – Cafeteria	516	L44	8
103065	Manager II – Cafeteria	519	L44	8
103070	Manager III – Cafeteria	523	L44	8
103080	Mason	524	L44	8
103090	Mechanic - Motor Equipment	525	L44	8
103095	Mechanic - Security Systems	526	L44	8
103100	Mechanic I – Electrical	518	L44	8
103105	Mechanic I - Small Engine	510	L44	8
103110	Mechanic II – Electrical	524	L44	8
103115	Mechanic II - Small Engine	518	L44	8
103170	Operator I - Heavy Equipment	512	L44	8

103175	Operator I - Vehicle Equipment	507	L44	8
103180	Operator II - Heavy Equipment	520	L44	8
103185	Operator II - Vehicle Equipment	510	L44	8
103190	Painter I	510	L44	8
103195	Painter II	518	L44	8
103200	Pest Control Worker	508	L44	8
103210	Pipefitter I	510	L44	8
103215	Pipefitter II	518	L44	8
103220	Plasterer	518	L44	8
103445	Sheet Metal Worker I	510	L44	8
103450	Sheet Metal Worker II	518	L44	8
103460	Solid Waste Worker	509	L44	8
103530	Stationary Boiler Maintenance Worker	504	L44	8
103535	Stationary Engineer – HP	529	L44	8
103540	Stationary Engineer I – HVAC	510	L44	8
103545	Stationary Engineer I - Low Pressure	507	L44	8
103550	Stationary Engineer II – HVAC	522	L44	8
103555	Stationary Engineer II - Low Pressure	520	L44	8
103810	Technician I – HVAC	518	L44	8
103815	Technician II – HVAC	524	L44	8
103820	Technician III – HVAC	529	L44	8
103890	Welder Assistant	518	L44	8

**APPENDIX C**

<b>Grade</b>	<b>Hiring Level (Step 1)</b>	<b>Full Performance Level (Step 2)</b>	<b>Experienced Level (Step 3)</b>	<b>Step 4</b>	<b>Step 5</b>	<b>L1 (10 yrs)</b>	<b>L2 (15 yrs)</b>	<b>L3 (20 yrs)</b>
501	\$10.820	\$11.518	\$12.239	\$12.545	\$12.859	\$0.386	\$0.772	\$1.157
502	\$11.230	\$11.349	\$11.483	\$11.770	\$12.064	\$0.362	\$0.724	\$1.086
503	\$11.559	\$11.707	\$12.062	\$12.363	\$12.672	\$0.380	\$0.760	\$1.140
504	\$11.862	\$12.033	\$12.463	\$12.775	\$13.094	\$0.393	\$0.786	\$1.178
505	\$11.907	\$12.064	\$12.432	\$12.743	\$13.062	\$0.392	\$0.784	\$1.176
506	\$12.033	\$12.219	\$12.702	\$13.019	\$13.345	\$0.400	\$0.801	\$1.201
507	\$12.219	\$12.430	\$12.986	\$13.310	\$13.643	\$0.409	\$0.819	\$1.228
508	\$12.430	\$12.663	\$13.303	\$13.636	\$13.977	\$0.419	\$0.839	\$1.258
509	\$12.624	\$12.818	\$13.121	\$13.449	\$13.785	\$0.414	\$0.827	\$1.241
510	\$12.663	\$12.930	\$13.592	\$13.931	\$14.280	\$0.428	\$0.857	\$1.285
511	\$12.908	\$13.034	\$13.331	\$13.664	\$14.006	\$0.420	\$0.840	\$1.261
512	\$12.930	\$13.231	\$13.975	\$14.325	\$14.683	\$0.440	\$0.881	\$1.321
513	\$13.034	\$13.165	\$13.469	\$13.806	\$14.151	\$0.425	\$0.849	\$1.274
514	\$13.072	\$13.266	\$13.490	\$13.827	\$14.173	\$0.425	\$0.850	\$1.276
515	\$13.231	\$13.503	\$14.403	\$14.763	\$15.132	\$0.454	\$0.908	\$1.362
516	\$13.300	\$13.434	\$13.781	\$14.126	\$14.479	\$0.434	\$0.869	\$1.303
517	\$13.421	\$13.539	\$13.823	\$14.168	\$14.522	\$0.436	\$0.871	\$1.307
518	\$13.503	\$13.868	\$14.869	\$15.241	\$15.622	\$0.469	\$0.937	\$1.406
519	\$13.747	\$13.914	\$14.314	\$14.672	\$15.039	\$0.451	\$0.902	\$1.353
520	\$13.868	\$14.268	\$15.388	\$15.773	\$16.167	\$0.485	\$0.970	\$1.455
521	\$14.019	\$14.430	\$14.938	\$15.312	\$15.695	\$0.471	\$0.942	\$1.413
522	\$14.268	\$14.701	\$15.930	\$16.329	\$16.737	\$0.502	\$1.004	\$1.506
523	\$14.279	\$14.484	\$15.002	\$15.377	\$15.761	\$0.473	\$0.946	\$1.419
524	\$14.701	\$15.175	\$16.392	\$16.802	\$17.222	\$0.517	\$1.033	\$1.550
525	\$15.673	\$16.096	\$17.651	\$18.092	\$18.544	\$0.556	\$1.113	\$1.669
526	\$16.096	\$16.657	\$18.325	\$18.783	\$19.252	\$0.578	\$1.155	\$1.733
527	\$17.246	\$17.865	\$19.791	\$20.286	\$20.793	\$0.624	\$1.248	\$1.871
528	\$17.865	\$18.513	\$20.593	\$21.107	\$21.635	\$0.649	\$1.298	\$1.947
529	\$18.513	\$19.207	\$21.437	\$21.972	\$22.522	\$0.676	\$1.351	\$2.027

This Agreement is signed on the \_\_\_th day of March, 2007 in Baltimore, Maryland.

**FOR THE BALTIMORE CITY BOARD OF SCHOOL COMMISSIONERS**

\_\_\_\_\_  
Charlene C. Boston

\_\_\_\_\_  
Gerry Grant

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**FOR AFSCME AFL – CIO, COUNCIL 67 and LOCAL 44**

\_\_\_\_\_  
Glenard S. Middleton

\_\_\_\_\_  
Dorothy Bryant

\_\_\_\_\_  
Belinda Clarke

\_\_\_\_\_  
Greg Hall

\_\_\_\_\_  
Leonard McNeal

\_\_\_\_\_  
Mike Peoples

\_\_\_\_\_  
Maxie Brockington

\_\_\_\_\_  
Patrice Johnson

\_\_\_\_\_  
Jeanette Hall

\_\_\_\_\_  
Dana Irby

**APPROVED AS TO LEGAL FORM AND SUFFICIENCY :**

\_\_\_\_\_  
Tammy Turner

\_\_\_\_\_  
Approved and Noted by the Baltimore City  
Board of School Commissioners