

**Baltimore Municipal Employees,  
Local 44, AFSCME**

**AGREEMENT BETWEEN**

**AMERICAN FEDERATION OF STATE, COUNTY  
AND MUNICIPAL EMPLOYEES, AFL-CIO  
COUNCIL No. 3 and LOCAL No. 44**

**and**

**BALTIMORE CITY BOARD OF  
SCHOOL COMMISSIONERS**

**July 1, 2024 – June 30, 2027**

## **Baltimore Municipal Employees, Local 44, AFSCME**

This Agreement entered into to take effect as of the 1st day of July, 2024 between The Baltimore City Board of School Commissioners (“Employer” or “Board”) and the American Federation of State, County and Municipal Employees, AFL-CIO”, Council No. 3 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., and as described in the Board’s Resolution dated June 8, 2010 (which Resolution is appended to this Agreement).

B. Bargaining unit information

The employer agrees to furnish to the Union, on a monthly basis, an electronic report in excel to [afscmemddues@afscmemd.org](mailto:afscmemddues@afscmemd.org) the Director of Collective Bargaining and the Local President, containing the following information (in accordance with MD State Gov’t 22-203) for positions within the Union’s jurisdiction:

- a. Employee Name
- b. Service date (date of hire)
- c. Employee unique identifier number
- d. Job profile (position classification)
- e. Department
- f. Shift
- g. Annualized salary
- h. Hourly rate where applicable
- i. Work site where the employee receives mail
- j. Work address
- k. Work telephone number
- l. Work email address
- m. Home address
- n. Bargaining unit

- o. Dues deduction status
- p. Deduction for AFSCME People
- q. Whether employee is full time or part time
- r. Whether employee is 10 month, 12 month, or other

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 thirty (30) days before the change is to take effect.

D. Within five (5) business days of creating a new job classification or class specification that will be placed in the bargaining unit, the Employer shall notify the Union in writing and shall provide the Union with a copy of the Job/Position description as well as the Pay Scales for the new jobs or classes.

E. All vacant promotional jobs shall be advertised in writing and posted on the Employer's website. All current employees, depending upon their qualifications, may be considered for any promotional position. If a bargaining unit member is denied a promotion for the same position more than two (2) times during a 12-month period, the bargaining unit member at their discretion, may request a meeting with the CEO's designee to discuss their concerns. Employees who are promoted shall receive official notification of promotion and start date of that new position by Human Capital.

F. The interoffice mail may be used for distribution of official Union communications. The Union shall also be permitted reasonable use of the Employer's facsimile machines, technology, email, and usage of the telephone system.

### **ARTICLE 3 UNION SECURITY**

A. If a probationary employee signs a dues check off authorization before the employee completes their 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 A. shall not for any purpose change or expand the definition of an "employee"; and, moreover, this paragraph A. shall not extend any additional representational rights to any probationary employee.

B. 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.

C. 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.

D. Consistent with Section 22-207 of the State Government Article of the Maryland Code, 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 email 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.

E. Definition. "New employee processing" means the process by which newly hired bargaining unit employees, whether in person, online, or through other means, are advised of their employment status, rights, benefits, duties, responsibilities, and other employment matters.

F. The Board shall provide the Union with 10 days' notice in advance of a new employee processing. However, the Board may provide the Union with less than 10 days' notice if there is an urgent need critical to the Board's new employee processing that was not reasonably foreseeable.

G. Within 30 days of the date of hire, or by the first pay period of the month after the date of hire, of each new bargaining unit employee, the Board shall provide the Union with the employee's name, Employee Identification Number, date of hire, date of birth, position classification (job class title), pay grade, FLSA status, pathway, interval, home and work site addresses where the employee receives interoffice or United States mail, home, work site, and personal cell phone numbers, and work email address. The Board shall provide the information in the preceding sentence regardless of whether the newly hired employee was previously employed by the Board.

H. The Union shall provide the Board with the email address to which the Board shall send the notices and information required above.

I. The Board shall provide the Union with the information described in paragraph G for each employee in the bargaining unit once every 120 days.

#### **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, sexual orientation, pregnancy, gender, gender identity or expression, veteran status, religion, ancestry, and genetic information. No employee shall be retaliated against for exercising their rights under this Agreement.

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 ("ED"), Title 6, 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 their 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 their 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, 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 them 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 their designee shall respond in writing on the said form within ten (10) calendar days thereafter.

Step 4: The Step 3 decision may be appealed in writing to the Board within five (5) school days after the Step 3 decision has been received. The Board, sitting as a whole, by committee, or by designee, shall hear the grievance within fifteen (15) school days following receipt of the appeal and shall render its decision not later than ten (10) school days following said hearing. The Board, at its option, may waive Step 4, in which case the Union may press the matter to arbitration.

Step 5: If the grievance has not been satisfactorily resolved in Step 4, a review by an impartial arbitrator may be requested within seven (7) calendar days following the completion of Step 4, by filing a written notice with the Board Executive.

(a) If the grievance has not been satisfactorily resolved within ten (10) days following the completion of Step 4, 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 the Board Executive a list of seven (7) arbitrators who each are members of the National Academy of Arbitrators, FMCS Sub-Regional or Metropolitan Area. 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, or, when more than one grievance has been consolidated by the parties for attempted grievance adjustment prior Step 4.

(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 shall be as prescribed in Article 22 hereof. No resolution of a grievance shall expand or otherwise amend the terms of this Agreement.

G. For the purpose of this Article, grievances that are filed, advanced or answered via email fulfill the requirement of being answered in writing.

#### **ARTICLE 7 BARGAINING UNIT INTEGRITY AND STRATEGIC INITIATIVES**

A. The eight core occupational groups of the bargaining unit are: cafeteria and food service, custodial worker, grounds maintenance, hall monitor, mechanical operations and maintenance, health, dispatchers, and transportation. The job classifications assigned to the bargaining unit under the Board's Resolution dated June 8, 2010 define bargaining unit work within the core occupational groups, subject to the Board's authority under the law to alter the unit and unit classifications.

B. As practicable within the sole judgment of the Board and subject to actual budgetary constraints, the Employer shall observe as a preference that daytime janitorial duties shall be assigned in the first instance, in each school and other facility operated by the Employer (or by any of its public charter schools or delegees), at a minimum, to custodial workers employed within the bargaining unit.

C. The Employer shall notify, advise and consult with the Union about current and future studies of capital asset allocation by the Employer, and/or by consultants the Employer may retain, particularly about studies or reports that propose the closure of more public schools to "right size" the Public School System and real property holdings of the Public School System. The notice and consultation will be at the level of the CEO's Designee and the Union's Executive Director. The notice and consultation shall not be to discuss specific targeting of the structures to be closed, but, rather, to meet and confer over the effects of the closures proposed on the bargaining unit, and on the budgeted positions and work assignments retained within the bargaining unit. The Employer commits that in making its strategic resource decisions, it will first attempt to redistribute, but not reduce, the number of budgeted and filled positions in the bargaining unit, prior to reducing positions as necessary. In the event that reduction of positions becomes necessary as a result of "right sizing," the Board commits that it shall first layoff employees with less than five years service or those with unsatisfactory evaluations. To meet its obligations under this paragraph, the Employer shall attempt to project its staffing profile for the bargaining unit for the ensuing fiscal year by April 30, or such date determined or such date determined by the Board, and it shall make known to the Union's Executive Director likely new employment opportunities in skilled unit positions.

D. To further effectuate the Employer's efforts to strategically apply its limited assets over the term of this Agreement, particularly in its use of the skills of members of the bargaining unit, the parties shall organize a Permanent Standing Committee, to fulfill the tasks assigned to the Permanent Standing Committee.

E. The initial tasks assigned to the Permanent Standing Committee, which tasks shall be undertaken beginning in 2012 and completed by June 30, 2013 shall be: (1) to define the deliverables reasonably expected (the "reasonable deliverables") for each job classification, including some measure of average daily participation or performance of each employee based on one or more objective expectations or metrics; (2) to express the reasonable deliverables agreed for each job classification in a written document issued for each classification subject to review and publication by the Employer; (3) to ensure that all members of the bargaining unit will be informed of the reasonable deliverables expected and of the Employer's evaluation standards, and given a trial period; (4) to determine how frequently employees shall be evaluated for their performance of the reasonable deliverables; and (5) to review the evaluations once adopted to ensure that they are reliable and do not reveal any unfair trends. No member of the bargaining unit shall be suspended or terminated from employment because of the outcome of any one or more evaluation cycles without prior review by the Permanent Standing Committee and the CEO's designee for adequate documentation of unsatisfactory performance. The evaluation cycles shall be applied to enhance performance. The CEO's designee may review individual evaluations at the request of the Union when pathway movement is affected.

F. Following the completion by the Permanent Standing Committee of the tasks assigned to the preceding paragraph, Art. 7.E., on or after June 30, 2013, the Committee Employer shall proceed to implement the compensation schedules in Article 20 of this Agreement

G. 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.

H. 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.

I. 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.

J. 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.

K. 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.

L. 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.

M. The Employer shall not unreasonably require any bargaining unit personnel to perform tasks that are not within the employee's job description, 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.

N. 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. The Union and the employer shall negotiate the rate of compensation for any newly created classification. 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. Effective July 1, 2012, the Union may designate one additional member of the bargaining unit to be released from duties on a full time compensated basis in order to assist in the implementation and administration of the terms

of this Agreement. The Employer shall not unreasonably decline to approve the designation of such employee for release.

D. After appropriate notice to their immediate supervisor, the Union Steward shall be granted reasonable time off during working hours when they are 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 their working hours with pay to the processing of grievances under Article 6 of this Agreement and to the administering of this Memorandum.

F. When a bargaining unit member is notified to appear for a meeting or an investigatory interview which may lead to discipline, including, but not limited to, reprimand, suspension, or termination, the bargaining unit member shall be advised of their right to representation prior to the beginning of any such meeting or interview and shall be given a reasonable amount of time to arrange for representation.

### **ARTICLE 9 SENIORITY**

A. The Employer and the Union recognize the principle of seniority, satisfactory annual performance evaluations, and reasonable qualifications are the sole factors to be considered for any promotion, layoff, reemployment, transfer and other conditions of employment, and they also recognize the need of maintaining an efficient work force.

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 (she) is qualified, has currently a satisfactory annual performance evaluation, and is 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.

(3) Not later than fifteen (15) days prior to notifying employees of a reduction in force or layoff, the Employer shall provide the Union with the following information in writing:

(a) Name of every employee that will be notified that they are being laid off;

(b) Seniority date of every employee that will be notified that they are being laid off;

(c) The classification and job series of every employee that will be notified that they are being laid off.

(d) The Union shall provide the Employer with the email address to which the Employer shall send the notices required above.

C. An employee who displaces an employee in a lower classification shall be placed on the reemployment list established for the higher classification. The criteria listed in the Paragraph A of this Article shall apply to the consideration of the return of such displaced employee to the higher classification.

D. Before an employee's effective layoff date is scheduled, they shall be entitled to:

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

(2) Continue their 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 12 of this Agreement.

E. Promotion shall be made on the basis of seniority when the senior eligible employee within a division has currently a satisfactory annual performance evaluation and 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 layoff or other displacement 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 their 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 their 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 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 their 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 their 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, they 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. Employees may use their accumulated sick leave in accordance with the provisions of and requirements of Family Medical Leave for the purpose of caring for an immediate family member who has a qualifying 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.

The Board recognizes the importance of parental bonding time with newborn children or after placement of a child for adoption or foster care, and further recognizes that employees may wish to

bifurcate their available FMLA leave between time immediately after birth/adoption/placement and a later period that better facilitates bonding in their particular situation. To this end, employees may apply to bifurcate their available FMLA bonding leave into two separate blocks of time, one immediately adjacent to birth/adoption/placement and a second ending no later than one (1) year after birth/adoption/placement. In the event of a material change in circumstances occurring within two (2) weeks after birth/adoption/placement, an employee who had been approved for bonding leave to be used in a single block of time may apply to interrupt that leave period due to such changed circumstances, return to duty for a period of time, and then resume the leave for the remainder of such approved leave ending no longer than one (1) year after birth/adoption/placement.

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.

R. In the event that the Maryland Family and Medical Leave Insurance (“FAMLI”) law goes into effect, the parties shall meet no later than six months prior to the effective date to negotiate changes to this Article.

## **ARTICLE 13 OTHER LEAVE**

### **A. Bereavement 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, or a member of the immediate household of an employee. One (1) day’s leave of absence will be authorized for the death of any other relatives not listed in the previous sentence. 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 or memorial service 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. If the funeral or memorial service is not scheduled to occur within four (4) days after the date of death, the employee may bifurcate the four (4) days of leave to attend such subsequently scheduled funeral or memorial service. 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 their 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 their 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 state’s workers’ compensation laws.

2. When an employee sustains an occupational (on-the-job) injury in the actual performance of duty and is unable to work, they 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 their 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, and in all other respects, the Employer shall comply fully with USERRA.

#### E. Jury Service

An employee who is required to perform jury service in any court (city, federal or county) shall be paid their 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 their 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. Permanent part-time employees shall earn personal leave days at the rate of ¼ day for each 160 hours worked.

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.

#### J. Graduation Leave

On no more than one scheduled day of work each year, an Employee may have leave, with pay, to attend the documented graduation of their dependent, child or grandchild from an accredited course of study at a high school, college or university.

### **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 their 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 their 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 their 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 watchpersons, 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 they have 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.

J. Effective April 1, 2016, all bargaining unit positions working a seven and thirty-three hundredths (7.33) hour schedule with no paid lunch because positions were transferred from another bargaining unit as a result of the Board Resolution of June 30, 2010, shall be converted to an eight (8) hour work day with a paid forty (40) minute lunch break.

K. Effective upon ratification of this Agreement, part-time employees working 5 or 6 hour workdays shall be granted a paid thirty (30) minute lunch break.

#### **ARTICLE 15 OVERTIME**

A. All hours worked in excess of forty (40) hours scheduled within a work week shall be considered overtime and non-exempt employees shall be compensated 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 their credit at that time. If this employee does not accept the assignment, the employee with the next fewest number of overtime hours to their 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 agrees to comply with the federal Occupational Safety and Health Act, as well as all applicable Federal, State, and Local laws and regulations regarding health and safety.

B. 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 their work requires them 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 they must operate is unsafe, they shall immediately report it to their supervisor who shall make an immediate inspection. No employee shall be required to operate an unsafe piece of motor vehicle equipment.

C. 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.

D. 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.

#### E. 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.

#### F. Heat Stress

1. The employer shall follow the Maryland Heat Stress Standards per COMAR 09.12.32 and will provide AFSMCE with the district’s Heat Related Illness Prevention and Management Plan as required by COMAR and will provide AFSCME with any changes made to the plan prior to implementation.

2. For an employee required to work in schools or facilities where the heat index is above 90 degrees, the district shall implement appropriate heat illness prevention measures, which may include rest periods and modified work practices as described in the district’s Heat Related Illness Prevention and Management Plan.

#### G. Bus Drivers

1. The district will provide training to bus drivers on reporting any work-related injuries.
2. The district will coordinate with the workers compensation provider to review bus driver claims and will provide AFSMCE with that report.

### **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**

The Employer shall for the duration of the current contract term continue to provide a group health, optical and dental insurance coverage (the “health insurance programs”) as set forth in Addendum A. The cost of each employee’s benefits (and those of the employee’s covered dependents) under such health insurance plans shall be shared by the Board, and the employee as follows:

CareFirst Blue Cross/Blue Shield Preferred Provider Network (PPN):

January 1, 2017 – December 21, 2018: 81.5% of the premium to be paid by the Board and 18.5% of the premium to be paid by the employee.

January 1, 2019: 81% of the premium to be paid by the Board and 19% of the premium to be paid by the employee.

CareFirst Blue Cost/Blue Shield Point of Service (POS) and Health Maintenance Organization (HMO):

January 1, 2017 – December 21, 2018: 95% of the premium to be paid by the Board and 5% of the premium to be paid by the employee.

January 1, 2019: 94% of the premium to be paid by the Board and 6% of the premium plus \$5.00 (single), \$10.00 (two person), \$15.00 (three or more) per pay to be paid by the employee.

Prescription Plan consisting of three tiers with the following co-pays per prescription: \$10 for generic drugs, \$15.00 for brand drugs, and \$30.00 for non-preferred drugs shall be charged for a ninety (90) day fill either at the pharmacy or through optional mail order.

## **ARTICLE 19 DEPARTMENTAL CONCERNS**

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.

## **ARTICLE 20 WAGES**

1. Effective upon ratification of this Agreement, and retroactive to July 1, 2024, the hourly rates of pay for all bargaining unit positions shall be increased by \$.25 and a 3.5% across-the-board increase. The Board shall make every reasonable effort to ensure that retroactive money shall be paid no later than two pay periods after the Board ratifies the Agreement.

Effective July 1, 2025, the hourly rates of pay for all bargaining unit positions shall be increased by \$.25 and a 3% across-the-board increase. The Board shall make every reasonable effort to ensure that retroactive money shall be paid no later than two pay periods after the retroactive payment for FY25.

The pay scales are set forth in Addendum C.

This Article will reopen for negotiations for compensation and Health Care only in the third year of this Agreement.

2. Bargaining unit members shall move one interval on the Wage Schedules appended hereto effective July 1 of each year in which they achieve a satisfactory or better annual evaluation rating.

3. Bargaining unit members who are at the highest interval on a pathway and achieve a satisfactory or better annual evaluation rating shall move to Interval 1 on the next highest pathway on the Wage Schedules appended hereto effective July 1.

4. The Employer shall provide to the Union the parameters of and the results of a compensation study regarding all bargaining unit job titles, to be completed no later than April 1, 2026.

## **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 administering the contract and/or 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**

A. 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. Should the Employer receive a complaint that it has assigned to the Office of Staff Investigations (“OSI”) for review and investigation, and unless prohibited by law, the Employer shall immediately notify the Union and the employees involved of the open matter, and it shall advise the employee that they may retain legal counsel and/or seek Union representation before any questions are asked of the employee, or any other request is made. Consistent with the employee’s rights under the Maryland Public Information Act, the Employer shall also furnish copies of any requested documents about the employee to which the employee is entitled as a person in interest.

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 Unpaid Suspension

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 their 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 unpaid suspension.

1. No employee shall be suspended without pay, even if only pending further investigation without (i) prior written notice of the offense(s) for which the employee may be charged, (ii) prior notice to the Union of the same; and (iii) prior informal hearing at which management shall be required to present its evidence and findings to sustain the charge(s) to the extent of a probable cause determination.
2. Any employee who is terminated, reduced in pay or position, or suspended for more than thirty (30) days may contest the action by filing (i) an appeal with the Board under Education Article Section 4-205(c), or (ii) with the written approval of the Union, a grievance under Article 6, Paragraph A of this Agreement, which grievance must be filed within ten (10) school days after the action challenged. The employee's choice of which procedure to use to contest the action shall be final and binding on the employee and the union, and the employee may not subsequently choose to follow a different procedure.
3. If an appeal under Education Article Section 4-205(c)(3) is filed in normal course, the Board shall consider the appeal on the record without holding an evidentiary hearing. However, then the Union may request an evidentiary hearing per the collective bargaining agreement. The Union must request an evidentiary hearing within five business days of the filing of the appeal with the Board. If the Union does not elect to have an evidentiary hearing within five days, the CEO will file a written Response and the option to elect an evidentiary hearing will be null and void. If an evidentiary hearing is requested, then within forty-five (45) days an evidentiary hearing date will be selected. The CEO, or designee and the Union shall mutually select an impartial hearing examiner from the list of hearing examiners maintained by the Board by alternately striking names until a hearing examiner is chosen. The hearing examiner shall conduct an evidentiary hearing in accordance with Education Article Section 6-203, and the CEO shall have the burden of proof. The hearing examiner shall transmit a proposed decision along with the record to the Board within thirty (30) days of the hearing. Either party may file written exceptions to the hearing examiner's recommendation consistent with Board policy and regulations. The Board may permit the parties upon

review of the exceptions, oral arguments of fifteen (15) minutes per side on whether the hearing examiner's proposed decision should be accepted, rejected or modified. All costs for the evidentiary hearing, including the hearing examiner's fee, shall be the responsibility of the Board.

If a grievance is filed, it shall be filed initially at Step 4 (School Board) of the Grievance Procedure in Article 6, Paragraph A of this Agreement, and it shall be processed by the Union through that grievance and arbitration procedure. The Union may advance the employee's grievance to arbitration if in its discretion the Union finds arbitration to be appropriate, and the employee shall be bound by the Union's decision whether or not to arbitrate.

4. The Board shall not drop or suspend health insurance coverage, or its contribution to the cost of such coverage, for any employee who is suspended without pay for thirty (30) days or less.

### **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**

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 PENSION & RELATED BENEFITS**

A. The Board shall submit to the Union all information that it receives from the Employee's Retirement System.

**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 26 EMPLOYEE ASSISTANCE SERVICE**

The Employer shall continue to maintain an Employee Assistance Program. The Office of Human Capital shall provide a brochure describing the Employee Assistance Program and the contact information for the 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. 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 27 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. The Employer shall organize and provide training and/or certification in skilled or technical trades to current unit employees, who apply and who are eligible for such studies, to allow them to successfully compete for employment in newly opened skilled unit positions. The Board shall provide at least two professional development days for all bargaining unit employees, with the duration of the day equivalent to the employee's regular daily work hours.

**ARTICLE 28 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 29 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, they shall be paid at the rate of the step in the higher classification immediately above their 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 30 UNIFORMS**

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. New safety shoes shall be provided, at the Employer's cost, one time per year to employees who are required to wear safety shoes. Upon proof that safety shoes have worn out through normal work-related wear and tear or been damaged before annual replacement, the Employer will provide, at its cost, a new pair of safety shoes.

The Employer shall furnish safe and functional tools and equipment that management has determined is necessary to bargaining unit employees so that they may perform their job duties. The

Employer shall provide PPE that management has determined is necessary to bargaining unit employees to perform their job.

### **ARTICLE 31 LABOR-MANAGEMENT COMMITTEE**

A. The Employer and the Union agree that cooperation between the parties benefits the students, staff, and administration of the Baltimore City Public School System. To this end, the Board and the Union agree to establish a Labor Management Committee. The Employer and Union agree to meet at least four (4) times per fiscal year to discuss matters of mutual concern. Such meetings shall not be used by either party to present or discuss grievances in any form or fashion. Issues of mutual concern will be considered and recommendations may be made by the Committee to the Board and the Union. An agenda shall be agreed to by both parties at least one (1) week prior to each meeting.

B. The Committee shall be composed of Union representatives that shall include the Union President and Labor Representative and seven (7) other members of the bargaining unit covered by this Agreement, representing the major departments represented by the Union. The Employer representatives shall consist of the CEO or designee and eight (8) such other employees of the Baltimore City Public School System appointed by the CEO.

C. The date, place and hour of meetings shall be mutually agreed upon by the parties. Every effort shall be made to relieve the employee representatives for such time as is necessary to attend meetings without loss of pay or leave time. The President of the Union shall forward to the Labor Relations Director at least five (5) days in advance of each meeting the names of the employee representatives.

D. The Labor-Management Committee shall oversee the work of the committee referenced in Articles 16 and 29 of this Agreement.

E. The Labor-Management Committee may form subcommittees to address issues of mutual concern.

### **ARTICLE 32 TUITION REIMBURSEMENT**

Employer will provide financial assistance, up to the annual limit of funds hereinafter described, for college courses, technical training classes, and other continuing education (collectively referred to as "courses") to bargaining unit employees who successfully complete such courses under the following conditions: (1) the courses must be intended to improve performance in the employee's present position, or to enhance the employee's job-related skills, or to prepare the employee for promotion within the educational system; (2) the employee must receive prior approval for each course in writing from the Department of Human Capital in order for that course to be eligible for financial assistance; application for advance course approval must be made to the Chief Human Capital Officer, Attention: Tuition Reimbursement, 200 East North Avenue, Baltimore, Maryland 21202; Human Capital will inform the employee of its decision on the application within fourteen (14) calendar days of the filing of the application; (3) each employee will be eligible for reimbursement of the cost of the tuition and fees for such courses, up to a maximum of two hundred and fifty dollars (\$250) per credit hour (up to a maximum of nine (9) credit hours per fiscal year)

upon successful completion of such course, as demonstrated by a grade report or transcript showing a grade of “C” or better, or certificate of successful completion, mailed to the address above; courses not having traditional credit values will be assigned a fair and reasonable equivalent value by Human Capital during the course approval process; (4) the overall funds available for this purpose to members of this bargaining unit for each fiscal year of the agreement is \$29,000 and will only be available to employees on a first-come, first-served basis; when such funds are exhausted for the fiscal year, no further applications for such financial assistance will be approved.

### **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. The Employer shall provide a travel allowance at the rate established and published by the Internal Revenue Service (IRS) to those employees who use their personal automobiles for directed and approved BCPSS business during the course of the work day.

D. Within ninety (90) days of ratification of this Agreement, BCPSS and Local 44 shall jointly develop an Individual Development Plan (IDP) form for members of the bargaining unit. No other IDP form shall be utilized.

E. The Board and the Union shall create a committee of six (6), composed of three (3) individuals appointed by the Board and three (3) individuals appointed by the Union, to study the issue of whether, since, January 1, 2018, any new employees in the bargaining unit are being hired at a higher rate of pay than incumbent employees in the same classification, and if so, shall report to the Chief Executive Officer and the President of the Union by no later than January 30, 2019, the name of every employee hired at the higher rate of pay, their job classification, their date of hire, and their rate of pay.

F. No bargaining unit member shall be subjected to negative or disparaging comments from any administrator or supervisor in the presence of students, families, other nonsupervisory employees, or at public gatherings. This is not intended to prohibit school system officials from responding to the media or addressing school communities in a manner consistent with applicable law. Similarly, this is not intended to prohibit an administrator or supervisor from engaging in full and frank discussions with employees. All interactions by participants shall adhere to normal standards of civility and mutual respect.

### **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**

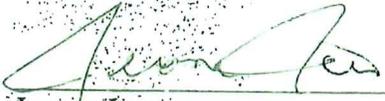
This Agreement shall become effective on July 1, 2024, and it shall remain in full force and effective through June 30, 2027. It shall automatically be renewed from year to year thereafter unless either party shall give to the other party written notice of a desire to terminate, modify or amend this 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**

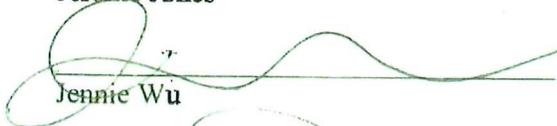
The Board of School Commissioners shall pay the full cost of printing of this Agreement.

This Agreement by and between the Baltimore City Board of School Commissioners and Maryland Public Employees Council 3, AFSCME, and its affiliated local union, Baltimore Municipal Employees, Local 44, AFSCME, is signed this \_\_\_\_\_ day of \_\_\_\_\_, 2023 to take effect as of July 1, 2024.

Baltimore City Board of School Commissioners Negotiations Team:



Jerome Jones



Jennie Wu



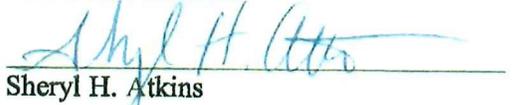
Gerry Grant



LaTasha Merritte



Elizabeth Marchetta



Sheryl H. Atkins

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















Approved as to Form and Legal Sufficiency:

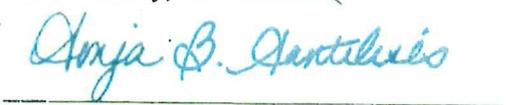


Sheryl H. Atkins, Esq.

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



Robert Salley, Board Chair



Sonja B. Santelises, Ed.D.  
Chief Executive Officer

**ADDENDUM 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 Point of Service (POSP) and 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

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  
Coverage: 100% allowed benefit. 365 inpatient days allowed. Acute Inpatient Rehabilitation is not covered.

2. Hospital – Outpatient Services

Diagnostic lab work and x-ray - 100% allowed benefit.  
Outpatient Surgery - 100% allowed benefit.

3. Common and Preventive Services

Doctor’s Office Visits - \$10 co-pay per visit.  
Specialist Office Visits - \$20 co-pay per visit.  
Routine GYN Examinations (one per year) – 100% allowed benefit.  
Routine Physical (one per year) - 100% allowed benefit

4. Emergency Treatment

Ambulance Service  
Coverage: Major medical benefit, subject to deductible and coinsurance if applicable. Air transport is not covered.  
Emergency Room: \$100 unless admitted to hospital.

5. Maternity

Pre- & Post-Natal Care - 100% allowed benefit after \$10 co-pay per visit.  
Delivery -100% allowed benefit.  
Newborn Care (Inpatient) -100% allowed benefit initial visit.

6. Mental Health and Substance Abuse Benefits – Inpatient  
Alcohol and Substance Abuse Care

Coverage: 100%. Pre-certification is required.

Mental Health Benefits

Coverage: 100% allowed benefit. Pre-certification is required.

7. Mental Health and Substance Abuse Benefits – Outpatient  
Alcohol and Substance Abuse Care

Coverage: Office only \$10 co-pay, then 100% allowed benefit. All other outpatient services covered at 100%.

Mental Health Benefits

Coverage: Office only \$10 co-pay, then 100% allowed benefit. All other outpatient services covered at 100%.

8. Major Medical Annual Deductible (Plan Year)

Coverage: For major medical expenses only. \$200 per person per policy year.

9. Other Benefits – Please refer to your Health Insurance Open Enrollment Booklet for further information.

## ADDENDUM B

Code	UNION	Job Class Title	FLSA	GRADE	GRADE	GRADE
102150	L44	Assistant Horticulture -	Non	560	561	562
102280	L44	Building Maintenance Worker I	Non	566	567	568
102285	L44	Building Maintenance Worker II	Non	572	573	574
102290	L44	Building Repairer	Non	566	567	568
102300	L44	Cabinet Maker I	Non	566	567	568
102305	L44	Cabinet Maker II	Non	572	573	574
102310	L44	Carpenter I	Non	554	555	556
102315	L44	Carpenter II	Non	566	567	568
102350	L44	Construction Mechanical Inspector	Non	578	579	580
102355	L44	Contract Administrator I	Non	578	579	580
100410	L44	Cook	Non	554	555	556
102385	L44	Custodial Worker I/10 mth	Non	542	543	544
102390	L44	Custodial Worker I/12 mth	Non	539	540	541
100550	L44	Custodial Worker I/3.5 hrs.	Non	539	540	541
102391	L44	Custodial Worker I/5 hrs.	Non	539	540	541
102395	L44	Custodial Worker II	Non	545	546	547
102660	L44	Driver - Solid Waste	Non	566	567	568
102665	L44	Driver I - Motor Vehicle	Non	560	561	562
102670	L44	Driver I - School Bus	Non	557	558	559
102675	L44	Driver II - Motor Vehicle	Non	569	570	571
102680	L44	Driver II - School Bus	Non	569	570	571
110157	L44	Food Service Worker I/6 (Great Kids Café)	Non	536	537	538
109142	L44	Food Services Worker I/3.5 hrs.	Non	530	531	532
109140	L44	Food Services Worker I/4 hrs.	Non	536	537	538
109143	L44	Food Services Worker I/5 hrs.	Non	536	537	538
109145	L44	Food Services Worker I/6 hrs.	Non	536	537	538
109150	L44	Food Services Worker I/8 hrs.	Non	536	537	538

102760	L44	Food Services Worker II/4 hrs.	Non	554	555	556
102765	L44	Food Services Worker II/6 hrs.	Non	539	540	541
102770	L44	Food Services Worker II/8 hrs.	Non	557	558	559
102800	L44	Glazier	Non	566	567	568
102805	L44	Guard	Non	551	552	553
109697	L44	Hall Monitor	Non	533	534	535
101015	L44	Laborer	Non	545	546	547
102885	L44	Locksmith	Non	566	567	568
103080	L44	Mason	Non	572	573	574
103085	L44	Mechanic - Construction	Non	578	579	580
103095	L44	Mechanic - Security Systems	Non	575	576	577
103100	L44	Mechanic I - Electrical	Non	566	567	568
103090	L44	Mechanic I - Motor Equipment	Non	575	576	577
103105	L44	Mechanic I - Small Engine	Non	554	555	556
103110	L44	Mechanic II - Electrical	Non	572	573	574
102870	L44	Mechanic II - Motor Equipment	Non	584	585	586
103115	L44	Mechanic II - Small Engine	Non	566	567	568
103145	L44	Offset Press Operator	Non	563	564	565
103170	L44	Operator I - Heavy Equipment	Non	560	561	562
103175	L44	Operator I - Vehicle Equipment	Non	548	549	550
103180	L44	Operator II - Heavy Equipment	Non	569	570	571
103185	L44	Operator II - Vehicle Equipment	Non	554	555	556
103190	L44	Painter I	Non	554	555	556
103195	L44	Painter II	Non	566	567	568
103200	L44	Pest Control Worker	Non	557	558	559
103210	L44	Pipefitter I	Non	554	555	556
103215	L44	Pipefitter II	Non	566	567	568
103220	L44	Plasterer	Non	566	567	568
103216	L44	Plumber	Non	566	567	568
103310	L44	Radio Dispatcher	Non	563	564	565
103350	L44	Roofing Inspector	Non	578	579	580
109590	L44	School Police Communications Officer	Non	563	564	565
103445	L44	Sheet Metal Worker I	Non	554	555	556

103450	L44	Sheet Metal Worker II	Non	566	567	568
103530	L44	Stationary Boiler Maintenance Worker	Non	542	543	544
103535	L44	Stationary Engineer - HP	Non	584	585	586
103540	L44	Stationary Engineer I - HVAC	Non	554	555	556
103545	L44	Stationary Engineer I - Low Pressure	Non	548	549	550
103550	L44	Stationary Engineer II - HVAC	Non	566	567	568
103555	L44	Stationary Engineer II - Low Pressure	Non	569	570	571
103560	L44	Storekeeper I	Non	551	552	553
110469	L44	Tech II - Preventative Maintenance	Non	572	573	574
109860	L44	Technician - Great Kids Farm	Non	575	576	577
103790	L44	Technician - Piano Maintenance	Non	578	579	580
103795	L44	Technician - Print Graphic	Non	563	564	565
103800	L44	Technician - Routing and Scheduling	Non	581	582	583
103810	L44	Technician I - HVAC	Non	566	567	568
103815	L44	Technician II - HVAC	Non	572	573	574
103880	L44	Trainer - Bus Drivers	Non	584	585	586
103885	L44	Trainer - Maintenance and Operations	Non	584	585	586
103891	L44	Welder	Non	569	570	571
103890	L44	Welder Assistant	Non	566	567	568

## **ADDENDUM C**

Effective July 1, 2024

Grade 533-535			
533			
Interval	Standard	534 Professional	535 Distinguished
1	-	17.69	21.35
2	-	17.90	21.62
3	-	18.09	21.91
4	-	18.31	22.19
5	-	18.52	22.51
6	-	18.73	22.78
7	-	18.95	-
8	-	19.18	-
9	-	19.41	-
10	-	19.64	-
11	-	19.88	-
12	-	20.13	-
13	-	20.37	-
14	-	20.62	-
15	-	20.97	-

Grade 536-538			
536			
Interval	Standard	537 Professional	538 Distinguished
1	17.22	18.31	21.16
2	17.37	18.46	21.38
3	17.51	18.63	21.56
4	17.65	18.77	21.77
5	17.80	18.94	21.98
6	17.94	19.11	22.19
7	-	19.28	-
8	-	19.44	-
9	-	19.63	-
10	-	19.79	-
11	-	19.97	-
12	-	20.14	-
13	-	20.32	-
14	-	20.50	-
15	-	20.69	-

Grade 545-547			
545			
Interval	Standard	546 Professional	547 Distinguished
1	18.15	19.49	23.17
2	18.33	19.68	23.42
3	18.51	19.88	23.69
4	18.68	20.09	23.97
5	18.88	20.30	24.22
6	19.06	20.50	24.51
7	-	20.74	-
8	-	20.95	-
9	-	21.16	-
10	-	21.41	-
11	-	21.63	-
12	-	21.89	-
13	-	22.11	-
14	-	22.37	-
15	-	22.61	-

Grade 548-550			
548			
Interval	Standard	549 Professional	550 Distinguished
1	18.39	19.79	23.69
2	18.59	20.00	23.97
3	18.77	20.23	24.26
4	18.96	20.43	24.53
5	19.17	20.65	24.84
6	19.36	20.89	25.08
7	-	21.11	-
8	-	21.37	-
9	-	21.58	-
10	-	21.86	-
11	-	22.08	-
12	-	22.35	-
13	-	22.60	-
14	-	22.88	-
15	-	23.13	-

Grade 557-559			
557			
Interval	Standard	558 Professional	559 Distinguished
1	19.19	20.56	24.20
2	19.38	20.75	24.46
3	19.55	20.94	24.71
4	19.74	21.15	24.95
5	19.93	21.36	25.24
6	20.11	21.57	25.49
7	-	21.77	-
8	-	22.01	-
9	-	22.21	-
10	-	22.45	-
11	-	22.68	-
12	-	22.92	-

Grade 560-562			
560			
Interval	Standard	561 Professional	562 Distinguished
1	19.22	20.81	25.39
2	19.45	21.05	25.66
3	19.65	21.30	26.01
4	19.90	21.57	26.34
5	20.12	21.84	26.69
6	20.33	22.09	27.03
7	-	22.39	-
8	-	22.66	-
9	-	22.95	-
10	-	23.21	-
11	-	23.53	-
12	-	23.83	-

**Grade 539-541**

539			
Interval	Standard	540 Professional	541 Distinguished
1	17.64	18.86	22.14
2	17.81	19.04	22.41
3	17.97	19.22	22.64
4	18.12	19.39	22.86
5	18.30	19.60	23.11
6	18.46	19.77	23.37
7	-	19.98	-
8	-	20.17	-
9	-	20.38	-
10	-	20.56	-
11	-	20.79	-
12	-	20.99	-
13	-	21.20	-
14	-	21.43	-
15	-	21.62	-

**Grade 542-544**

542			
Interval	Standard	543 Professional	544 Distinguished
1	17.94	19.23	22.80
2	18.12	19.43	23.05
3	18.30	19.63	23.31
4	18.47	19.82	23.57
5	18.65	20.02	23.83
6	18.84	20.24	24.08
7	-	20.43	-
8	-	20.64	-
9	-	20.85	-
10	-	21.08	-
11	-	21.31	-
12	-	21.53	-
13	-	21.75	-
14	-	22.01	-
15	-	22.24	-

**Grade 551-553**

551			
Interval	Standard	552 Professional	553 Distinguished
1	18.91	20.71	26.12
2	19.17	20.98	26.50
3	19.43	21.29	26.90
4	19.69	21.58	27.32
5	19.97	21.92	27.72
6	20.25	22.24	28.10
7	-	22.58	-
8	-	22.92	-
9	-	23.25	-
10	-	23.62	-
11	-	23.98	-
12	-	24.36	-
13	-	24.71	-
14	-	25.09	-
15	-	25.50	-

**Grade 554-556**

554			
Interval	Standard	555 Professional	556 Distinguished
1	18.96	20.46	24.77
2	19.17	20.72	25.04
3	19.36	20.94	25.39
4	19.60	21.16	25.67
5	19.81	21.43	26.01
6	20.02	21.68	26.33
7	-	21.94	-
8	-	22.19	-
9	-	22.49	-
10	-	22.72	-
11	-	23.02	-
12	-	23.31	-
13	-	23.59	-
14	-	23.87	-
15	-	24.16	-

**Grade 563-565**

563			
Interval	Standard	564 Professional	565 Distinguished
1	19.80	22.02	28.94
2	20.13	22.42	29.37
3	20.46	22.82	29.79
4	20.80	23.20	30.25
5	21.15	23.63	30.69
6	21.49	24.05	31.15
7	-	24.48	-
8	-	24.91	-
9	-	25.39	-
10	-	25.84	-
11	-	26.28	-
12	-	26.77	-

**Grade 566-568**

566			
Interval	Standard	567 Professional	568 Distinguished
1	19.98	21.76	26.94
2	20.23	22.06	27.29
3	20.48	22.38	27.68
4	20.74	22.66	28.03
5	20.99	22.99	28.43
6	21.25	23.25	28.84
7	-	23.58	-
8	-	23.90	-
9	-	24.24	-
10	-	24.55	-
11	-	24.90	-
12	-	25.25	-

13	-	23.15	-
14	-	23.39	-
15	-	23.63	-

13	-	24.12	-
14	-	24.44	-
15	-	24.76	-

Grade 569-571			
569			
Interval	Standard	570 Professional	571 Distinguished
1	20.36	22.27	27.77
2	20.63	22.58	28.17
3	20.90	22.91	28.54
4	21.17	23.21	28.96
5	21.46	23.54	29.37
6	21.74	23.88	29.80
7	-	24.21	-
8	-	24.56	-
9	-	24.92	-
10	-	25.26	-
11	-	25.60	-
12	-	25.97	-
13	-	26.34	-
14	-	26.71	-
15	-	27.08	-

Grade 572-574			
572			
Interval	Standard	573 Professional	574 Distinguished
1	21.49	23.59	29.52
2	21.78	23.95	29.96
3	22.09	24.28	30.39
4	22.40	24.63	30.81
5	22.71	24.98	31.25
6	23.04	25.35	31.70
7	-	25.73	-
8	-	26.07	-
9	-	26.45	-
10	-	26.84	-
11	-	27.21	-
12	-	27.60	-
13	-	28.00	-
14	-	28.40	-
15	-	28.82	-

Grade 581-583			
581			
Interval	Standard	582 Professional	583 Distinguished
1	24.99	28.06	37.20
2	25.43	28.18	37.74
3	25.92	29.13	38.31
4	26.41	29.67	38.87
5	26.89	30.19	39.46
6	27.39	30.76	40.04
7	-	31.33	-
8	-	31.90	-
9	-	32.51	-
10	-	33.13	-
11	-	33.74	-
12	-	34.34	-
13	-	34.99	-
14	-	35.64	-
15	-	36.30	-

Grade 584-586			
584			
Interval	Standard	585 Professional	586 Distinguished
1	26.82	29.81	38.34
2	27.25	30.29	38.90
3	27.69	30.77	39.49
4	28.14	31.29	40.08
5	28.61	31.79	40.68
6	29.07	32.31	41.29
7	-	32.86	-
8	-	33.38	-
9	-	33.94	-
10	-	34.50	-
11	-	35.04	-
12	-	35.63	-
13	-	36.22	-
14	-	36.81	-
15	-	37.41	-

13	-	27.23	-
14	-	27.73	-
15	-	28.24	-

13	-	25.57	-
14	-	25.94	-
15	-	26.28	-

**Grade 575-577**

575			
Interval	Standard	576 Professional	577 Distinguished
1	22.88	25.23	31.87
2	23.18	25.59	32.35
3	23.54	25.98	32.83
4	23.89	26.38	33.31
5	24.26	26.77	33.82
6	24.62	27.18	34.31
7	-	27.59	-
8	-	28.00	-
9	-	28.42	-
10	-	28.85	-
11	-	29.30	-
12	-	29.71	-
13	-	30.17	-
14	-	30.63	-
15	-	31.10	-

**Grade 578-580**

578			
Interval	Standard	579 Professional	580 Distinguished
1	24.16	27.11	35.96
2	24.61	27.62	36.50
3	25.06	28.16	37.05
4	25.50	28.67	37.59
5	25.98	29.21	38.17
6	26.49	29.72	38.74
7	-	30.29	-
8	-	30.84	-
9	-	31.42	-
10	-	32.01	-
11	-	32.61	-
12	-	33.21	-
13	-	33.83	-
14	-	34.44	-
15	-	35.09	-

**Grade 587-589**

587			
Interval	Standard	588 Professional	589 Distinguished
1	28.14	31.65	42.18
2	28.68	32.26	42.79
3	29.21	32.87	43.42
4	29.78	33.48	44.07
5	30.32	34.12	44.72
6	30.89	34.77	45.40
7	-	35.42	-
8	-	36.10	-
9	-	36.78	-
10	-	37.47	-
11	-	38.18	-
12	-	38.89	-
13	-	39.63	-
14	-	40.38	-
15	-	41.14	-

**Grade 590-592**

590			
Interval	Standard	591 Professional	592 Distinguished
1	39.50	43.57	55.50
2	40.14	44.28	56.21
3	40.76	44.98	56.71
4	41.42	45.67	57.67
5	42.06	46.41	58.42
6	42.71	47.15	59.18
7	-	47.90	-
8	-	48.68	-
9	-	49.45	-
10	-	50.24	-
11	-	51.04	-
12	-	51.84	-
13	-	52.67	-
14	-	53.52	-
15	-	54.37	-

Effective July 1, 2025

**Grade 533-535**

Interval	533 Standard	534 Professional	535 Distinguished
1	-	18.48	22.25
2	-	18.69	22.53
3	-	18.89	22.83
4	-	19.12	23.11
5	-	19.33	23.44
6	-	19.55	23.72
7	-	19.78	-
8	-	20.01	-
9	-	20.25	-
10	-	20.49	-
11	-	20.74	-
12	-	20.99	-
13	-	21.24	-
14	-	21.49	-
15	-	21.86	-

**Grade 536-538**

Interval	536 Standard	537 Professional	538 Distinguished
1	18.00	19.11	22.06
2	18.14	19.27	22.28
3	18.29	19.45	22.46
4	18.43	19.59	22.68
5	18.59	19.76	22.90
6	18.73	19.94	23.11
7	-	20.11	-
8	-	20.28	-
9	-	20.48	-
10	-	20.64	-
11	-	20.83	-
12	-	21.00	-
13	-	21.19	-
14	-	21.38	-
15	-	21.57	-

**Grade 545-547**

Interval	545 Standard	546 Professional	547 Distinguished
1	18.95	20.33	24.12
2	19.14	20.53	24.38
3	19.33	20.74	24.66
4	19.50	20.95	24.94
5	19.70	21.17	25.21
6	19.89	21.38	25.50
7	-	21.62	-
8	-	21.84	-
9	-	22.06	-
10	-	22.31	-
11	-	22.54	-
12	-	22.80	-
13	-	23.03	-
14	-	23.30	-
15	-	23.55	-

**Grade 548-550**

Interval	548 Standard	549 Professional	550 Distinguished
1	19.20	20.64	24.66
2	19.40	20.86	24.94
3	19.59	21.09	25.24
4	19.79	21.30	25.53
5	20.00	21.53	25.84
6	20.20	21.77	26.09
7	-	22.00	-
8	-	22.27	-
9	-	22.48	-
10	-	22.77	-
11	-	23.00	-
12	-	23.28	-
13	-	23.54	-
14	-	23.82	-
15	-	24.08	-

**Grade 557-559**

Interval	557 Standard	558 Professional	559 Distinguished
1	20.03	21.43	25.19
2	20.22	21.63	25.45
3	20.40	21.83	25.71
4	20.59	22.05	25.95
5	20.78	22.25	26.25
6	20.97	22.47	26.51
7	-	22.68	-
8	-	22.92	-
9	-	23.13	-
10	-	23.39	-
11	-	23.62	-
12	-	23.87	-
13	-	24.10	-
14	-	24.35	-

**Grade 560-562**

Interval	560 Standard	561 Professional	562 Distinguished
1	20.06	21.69	26.40
2	20.29	21.94	26.69
3	20.50	22.20	27.05
4	20.75	22.47	27.39
5	20.98	22.75	27.74
6	21.20	23.01	28.10
7	-	23.32	-
8	-	23.59	-
9	-	23.90	-
10	-	24.16	-
11	-	24.49	-
12	-	24.80	-
13	-	25.10	-
14	-	25.43	-

**Grade 539-541**

539

Interval	Standard	540 Professional	541 Distinguished
1	18.42	19.68	23.07
2	18.60	19.87	23.34
3	18.76	20.06	23.57
4	18.92	20.23	23.80
5	19.10	20.44	24.07
6	19.27	20.62	24.33
7	-	20.84	-
8	-	21.04	-
9	-	21.24	-
10	-	21.43	-
11	-	21.67	-
12	-	21.88	-
13	-	22.09	-
14	-	22.33	-
15	-	22.53	-

**Grade 542-544**

Interval	542 Standard	543 Professional	544 Distinguished
1	18.73	20.07	23.74
2	18.92	20.27	24.00
3	19.10	20.48	24.26
4	19.29	20.67	24.54
5	19.47	20.88	24.80
6	19.66	21.10	25.07
7	-	21.30	-
8	-	21.52	-
9	-	21.74	-
10	-	21.97	-
11	-	22.21	-
12	-	22.43	-
13	-	22.66	-
14	-	22.92	-
15	-	23.17	-

**Grade 551-553**

551

Interval	Standard	552 Professional	553 Distinguished
1	19.73	21.58	27.16
2	20.00	21.87	27.56
3	20.27	22.19	27.96
4	20.54	22.48	28.39
5	20.83	22.84	28.81
6	21.11	23.17	29.20
7	-	23.52	-
8	-	23.87	-
9	-	24.21	-
10	-	24.58	-
11	-	24.96	-
12	-	25.35	-
13	-	25.71	-
14	-	26.10	-
15	-	26.53	-

**Grade 554-556**

Interval	554 Standard	555 Professional	556 Distinguished
1	19.79	21.33	25.77
2	20.00	21.60	26.05
3	20.20	21.83	26.40
4	20.44	22.06	26.70
5	20.66	22.33	27.05
6	20.88	22.58	27.38
7	-	22.86	-
8	-	23.11	-
9	-	23.42	-
10	-	23.66	-
11	-	23.97	-
12	-	24.26	-
13	-	24.56	-
14	-	24.85	-
15	-	25.14	-

**Grade 563-565**

563

Interval	Standard	564 Professional	565 Distinguished
1	20.65	22.93	30.06
2	20.99	23.35	30.51
3	21.33	23.76	30.94
4	21.68	24.15	31.41
5	22.05	24.59	31.87
6	22.40	25.03	32.34
7	-	25.47	-
8	-	25.91	-
9	-	26.40	-
10	-	26.88	-
11	-	27.33	-
12	-	27.83	-
13	-	28.30	-
14	-	28.82	-

**Grade 566-568**

Interval	566 Standard	567 Professional	568 Distinguished
1	20.84	22.67	28.01
2	21.09	22.98	28.37
3	21.35	23.31	28.77
4	21.62	23.59	29.13
5	21.88	23.93	29.54
6	22.14	24.21	29.96
7	-	24.55	-
8	-	24.88	-
9	-	25.23	-
10	-	25.55	-
11	-	25.90	-
12	-	26.26	-
13	-	26.59	-
14	-	26.98	-

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**Grade 569-571**

Interval	569 Standard	570 Professional	571 Distinguished
1	21.23	23.20	28.86
2	21.51	23.52	29.27
3	21.78	23.86	29.65
4	22.07	24.16	30.08
5	22.36	24.51	30.51
6	22.65	24.86	30.95
7	-	25.20	-
8	-	25.56	-
9	-	25.92	-
10	-	26.27	-
11	-	26.62	-
12	-	27.01	-
13	-	27.39	-
14	-	27.77	-
15	-	28.15	-

**Grade 572-574**

Interval	572 Standard	573 Professional	574 Distinguished
1	22.40	24.56	30.66
2	22.69	24.92	31.12
3	23.01	25.26	31.55
4	23.33	25.63	31.99
5	23.65	25.99	32.44
6	23.99	26.37	32.90
7	-	26.76	-
8	-	27.11	-
9	-	27.50	-
10	-	27.90	-
11	-	28.28	-
12	-	28.69	-
13	-	29.09	-
14	-	29.51	-
15	-	29.94	-

**Grade 581-583**

Interval	581 Standard	582 Professional	583 Distinguished
1	26.00	29.16	38.57
2	26.45	29.28	39.13
3	26.95	30.26	39.71
4	27.46	30.82	40.29
5	27.95	31.36	40.90
6	28.47	31.94	41.50
7	-	32.53	-
8	-	33.11	-
9	-	33.74	-
10	-	34.38	-
11	-	35.01	-
12	-	35.63	-
13	-	36.30	-
14	-	36.97	-
15	-	37.65	-

**Grade 584-586**

Interval	584 Standard	585 Professional	586 Distinguished
1	27.89	30.96	39.75
2	28.33	31.46	40.33
3	28.78	31.95	40.93
4	29.24	32.49	41.54
5	29.72	33.00	42.16
6	30.20	33.54	42.79
7	-	34.10	-
8	-	34.64	-
9	-	35.21	-
10	-	35.79	-
11	-	36.35	-
12	-	36.96	-
13	-	37.56	-
14	-	38.18	-
15	-	38.79	-

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**Grade 575-577**

575			
Interval	Standard	576 Professional	577 Distinguished
1	23.82	26.24	33.08
2	24.13	26.61	33.57
3	24.51	27.02	34.07
4	24.87	27.43	34.56
5	25.24	27.83	35.09
6	25.61	28.25	35.60
7	-	28.68	-
8	-	29.09	-
9	-	29.53	-
10	-	29.97	-
11	-	30.43	-
12	-	30.86	-
13	-	31.33	-
14	-	31.81	-
15	-	32.29	-

**Grade 578-580**

Interval	578 Standard	579 Professional	580 Distinguished
1	25.14	28.18	37.30
2	25.60	28.71	37.86
3	26.06	29.26	38.42
4	26.53	29.79	38.98
5	27.02	30.35	39.57
6	27.55	30.87	40.16
7	-	31.46	-
8	-	32.03	-
9	-	32.62	-
10	-	33.22	-
11	-	33.85	-
12	-	34.46	-
13	-	35.10	-
14	-	35.73	-
15	-	36.40	-

**Grade 587-589**

587			
Interval	Standard	588 Professional	589 Distinguished
1	29.24	32.86	43.70
2	29.80	33.49	44.34
3	30.35	34.11	44.98
4	30.93	34.74	45.65
5	31.49	35.40	46.32
6	32.07	36.07	47.01
7	-	36.74	-
8	-	37.44	-
9	-	38.14	-
10	-	38.86	-
11	-	39.58	-
12	-	40.32	-
13	-	41.07	-
14	-	41.85	-
15	-	42.63	-

**Grade 590-592**

Interval	590 Standard	591 Professional	592 Distinguished
1	40.94	45.14	57.42
2	41.60	45.86	58.15
3	42.24	46.59	58.67
4	42.92	47.30	59.66
5	43.58	48.06	60.43
6	44.25	48.83	61.21
7	-	49.59	-
8	-	50.39	-
9	-	51.19	-
10	-	52.00	-
11	-	52.82	-
12	-	53.66	-
13	-	54.51	-
14	-	55.38	-
15	-	56.26	-