

**AGREEMENT
FISCAL YEARS
2009 - 2014**

between

**THE CITY UNION OF BALTIMORE
LOCAL 800, AFT, AFL-CIO**

and

**THE BALTIMORE CITY BOARD OF SCHOOL
COMMISSIONERS**

Table of Contents

ARTICLE 1:	DECLARATION OF PRINCIPLE, POLICIES AND PURPOSE	3
ARTICLE 2:	RECOGNITION	3
ARTICLE 3:	CHECKOFF	4
ARTICLE 4:	MEMBERSHIP DUES DEDUCTION PRINT-OUT	4
ARTICLE 5:	UNION SECURITY	5
ARTICLE 6:	DISCRIMINATION	5
ARTICLE 7:	MANAGEMENT RIGHTS	6
ARTICLE 8:	GRIEVANCE AND ARBITRATION PROCEDURE	6
ARTICLE 9:	DISCIPLINE AND DISCHARGE	8
ARTICLE 10:	PROBATIONARY PERIOD	9
ARTICLE 11:	RATES OF PAY	9
ARTICLE 12:	OFFICE OF HUMAN CAPITAL	11
ARTICLE 13:	PENSION AND RELATED BENEFITS	11
ARTICLE 14:	HEALTH AND WELFARE	12
ARTICLE 15:	JOINT LABOR-MANAGEMENT CHILD CARE COMMITTEE	13
ARTICLE 16:	DEATH AND ACCIDENTAL DEATH AND DISMEMBERMENT AND	
	CATASTROPHIC ILLNESS BENEFITS	14
ARTICLE 17:	HOURS OF WORK	15
ARTICLE 18:	OVERTIME	17
ARTICLE 19:	VACATION LEAVE	18
ARTICLE 20:	SICK LEAVE	20

ARTICLE 21:	PERSONAL LEAVE.....	23
ARTICLE 22:	HOLIDAYS	23
ARTICLE 23:	OTHER LEAVE	24
ARTICLE 24:	SENIORITY	29
ARTICLE 25:	OUT-OF-TITLE WORK	30
ARTICLE 26:	PERFORMANCE RATING.....	30
ARTICLE 27:	EXAMINATION OF EMPLOYEE'S PERSONNEL FILE	30
ARTICLE 28:	UNIFORM AND CLOTHING	31
ARTICLE 29:	TRANSPORTATION EXPENSES.....	31
ARTICLE 30:	PROMOTIONAL EMPLOYMENT OPPORTUNITY, AND JOB TRANSFER LISTS.....	31
ARTICLE 31:	LEAVE FOR DEPARTMENT OF HUMAN RESOURCES EXAMINATIONS	32
ARTICLE 32:	SAFETY AND HEALTH.....	32
ARTICLE 33:	EMPLOYEE ASSISTANCE SERVICES	33
ARTICLE 34:	TUITION REIMBURSEMENT	33
ARTICLE 35:	VISITATION	33
ARTICLE 36:	BULLETIN BOARDS.....	34
ARTICLE 37:	NO STRIKE OR LOCKOUT	34
ARTICLE 38:	SUBCONTRACTING	34
ARTICLE 39:	TECHNOLOGICAL CHANGES	35
ARTICLE 40:	LABOR-MANAGEMENT MEETINGS.....	35
ARTICLE 41:	HIV POLICY	35
ARTICLE 42:	PRINTING OF THE MEMORANDUM.....	35
ARTICLE 43:	MISCELLANEOUS PROVISIONS.....	35
ARTICLE 44:	TERMINATION, MODIFICATION OR AMENDMENT	36

AGREEMENT
FISCAL YEAR 2009 -- 2014

between

THE CITY UNION OF BALTIMORE
LOCAL 800, AFT, AFL-CIO

and

THE BALTIMORE CITY BOARD OF SCHOOL COMMISSIONERS

This Agreement entered into this ___ day of November, 2011 and made effective retroactively to the 1st, day of July, 2009, between the Baltimore City Public School System (hereinafter referred to as "the Board" or "the Employer") and the City Union of Baltimore, Local 800, AFT, AFL-CIO (hereinafter referred to as "CUB" or "the Union"). To the extent that implementation of these points requires action by the Board, this Agreement will serve as a request and recommendation to such body that it be so implemented.

ARTICLE 1: DECLARATION OF PRINCIPLE, POLICIES AND PURPOSE

It is the intent and purpose of CUB and the Employer to promote and improve the efficiency of the operations of the Baltimore City Public School System (hereinafter "BCPSS"). In order to render the most efficient public service to BCPSS, CUB and the 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.

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

ARTICLE 2: RECOGNITION

A. The Employer recognizes CUB as the exclusive negotiating representative of all eligible employees in the unit for which CUB 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 (hereinafter "SB 795"); and the Maryland Education Article, Section 6-501, *et seq.*

B. All Classification Titles and the current pay grade for each title included in the Unit for which CUB has been certified shall be listed in the Roster of the Unit, attached as Addendum B. The Employer agrees to furnish CUB a complete list of classification titles and pay grades for all classes which, through reclassification, change in duties, change in titles, or any other reason are proposed as additions, deletions, or changes to Units for which CUB has been certified prior to any such changes. No position involving work which could be performed by a person in a classification listed

in Addendum B, shall be created and/or filled without first being posted in all appropriate work sites.

ARTICLE 3: CHECKOFF

A. The Employer agrees to deduct CUB dues or service fees from the pay of any employee who is certified to be represented and who has authorized in writing such deduction pursuant to the pertinent provisions of the Municipal Employee Relations Ordinance and Maryland Education Article, Section 6-504. The Employer shall promptly transmit all such moneys withheld to CUB on a bi-weekly basis through the Automatic Clearinghouse (ACH), without charge to CUB. All dues deducted from employee paychecks shall be electronically transmitted to CUB within seven (7) days after deduction.

B. The Employer agrees to deduct CUB service fees from the pay of any employee who is certified to be represented, is not a member of the local union and not excused from the payment of service fees pursuant to the pertinent provisions of the Municipal Employees Relations Ordinance. The Employer shall promptly transmit all such monies withheld as service fees to CUB on a bi-weekly basis, without charge to CUB.

C. Political Action Checkoff

The Employer agrees to deduct from the pay of each employee from whom it receives an authorization to do so, an amount authorized by the employee for political action. If administratively possible, the amount authorized by the employee shall be deducted on a bi-weekly basis, and a list of the employees from whom the deductions have been made and the amount deducted from each, together with a list of the employees who had authorized such deductions, shall be forwarded to the Union no later than two weeks after such deductions have been made in a separate check from Union dues. If not administratively possible, the above transactions shall revert to a bi-weekly basis. The Political Action Checkoff Authorization Form shall read as stated in Addendum C.

D. Except as otherwise provided in paragraph E herein, CUB shall indemnify and save the Employer harmless of any and all claims, grievances, actions, suits or other forms of liability or damages that arise out of or by reason of any action taken by the Employer for the purpose of complying with any of the provisions of this section, and CUB assumes full responsibility for the disposition of the funds deducted under this section.

E. Should the Employer deduct dues, initiation or Political Action Checkoff fees from an employee after the employee has left the unit, the Employer shall reimburse the employee for such deductions and the Union shall reimburse the Employer; provided, however, that the Union shall not be responsible for reimbursing the Employer for monies taken out for more than six (6) payroll periods.

ARTICLE 4: MEMBERSHIP DUES DEDUCTION PRINT-OUT

A. The Employer shall provide CUB with a print-out of its dues-paying membership to be furnished on a bi-weekly basis without charge to CUB.

B. The Employer shall provide CUB with a print-out of all employees in units for which CUB has been certified with classification title, work location, payroll location, physical work site location, location address, date of hire and amount of dues or service fees paid by each employee on a quarterly basis.

C. The Employer shall provide CUB with a printout of new hires, which shall include the following information: position, title, location, home address, and terminations, including retirement, on a monthly basis.

ARTICLE 5: UNION SECURITY

A. All Employees covered by this Agreement who (1) are employed after July 1, 1976 and elect not to join or remain members of CUB or (2) who were employed prior to July 1, 1976 and had previously executed membership or dues authorization cards as members of said CUB, but hereafter elect to terminate such membership and/or revoke said dues authorization cards, shall, as a condition of continued employment, pay a service fee to CUB in an amount not to exceed the then current CUB dues in order to defray the costs incurred by the said CUB in the negotiation, administration and implementation of the terms of the Agreement, and all modifications and amendments thereto, including related proceedings before an impasse panel or arbitrators, the processing of grievances, the conduct of disciplinary proceedings and in the appeal thereof, the protection and improvement of Civil Service rights, and any and all other proceedings and matters for which CUB is the employees exclusive representative as a result of its certification. Service fees must be paid to CUB immediately upon date of hire, or upon revocation of the dues authorization card. Such fees shall be collected by direct payroll deductions made bi-weekly from wages and installments that are as equal as practical. The collection of fees shall commence on the first full pay period following the employee's notice of his/her payment obligations under this Article. Effective immediately upon the employee's date of hire, and until such employee signs an Authorization for Dues Deduction, the employee shall be responsible for paying the fee. Pursuant to the provisions of this Article and applicable law, the Office of Human Capital shall notify all new employees at the time of hire that they are required, as a condition of continued employment, to pay Union dues or service fees to CUB. CUB agrees that within thirty (30) days of a new employee's date of hire, it shall provide written notice to that employee of his/her obligations to pay service fees or join the Union, in accordance with this Agreement. The Office of Human Capital shall provide each new hire with a Dues Checkoff Card at the time of hire.

B. Any procedures used by the Union to charge service fees to any employee for these purposes shall be in compliance with the rules set forth in the Supreme Court's decision in *Chicago Teachers Union, Local No. 1 v. Hudson*, 475 U.S. 292 (1986), and other relevant federal and state court decisions. CUB shall indemnify and hold the Employer harmless from any and all claims, grievances, actions, suits or other forms of liability or damages that arise out of the procedures implemented by the Union.

ARTICLE 6: DISCRIMINATION

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

B. The Employer and CUB agree that they shall not interfere with employees in the exercise of the rights guaranteed under the Maryland Education Article and the Municipal Employee Relations Ordinance. The Employer shall not discriminate against an employee in any manner because of membership in or activities on behalf of the Union.

ARTICLE 7: MANAGEMENT RIGHTS

The Employer shall have all the rights set forth in Article 1, Section 123 of the Baltimore City Code, 1983 Replacement Volume, as amended, Senate Bill 795 of the 1997 legislative session, and all other rights which the Board has not modified or delegated by an express provision of this Agreement, shall then be considered retained by the Board.

ARTICLE 8: GRIEVANCE AND ARBITRATION PROCEDURE

A. Subject to any limitations of existing law any grievance, defined in the Municipal Employee Relations Ordinance (Section 120(f)) 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, may be settled in the following manner:

Step 1. School or Office. The aggrieved employee and his representative shall discuss the grievance with the employee's immediate supervisor within ten (10) calendar days, and in no event more than thirty (30) days, from the date of the events or conditions, or his knowledge thereof, which provide the basis for grievance. The employee, or his representative, and the supervisor shall confer with the view of arriving at a mutually satisfactory resolution. All matters, whether or not they meet the definition of grievance as defined above, may be discussed at this stage. The employee's immediate supervisor shall attempt to adjust the matter within ten (10) calendar days of the presentation of the grievance.

Step 2. Appropriate Area Executive Officer, Director, or their designee. If the grievance has not been satisfactorily resolved in Step 1, a written appeal may be taken to the Area Executive Officer or Director or their designee, on a form to be provided by the Employer and approved by CUB, within seven (7) calendar days following the completion of Step 1. The Area Executive Officer or Director or their designee shall meet with and discuss the grievance with the aggrieved employee within seven (7) calendar days of the written appeal. An answer to the grievance shall be submitted to the aggrieved employee and the Union in writing within seven (7) calendar days thereafter.

Step 3. Chief Executive Officer. 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 seven (7) calendar days following the completion of Step 2. Within seven (7) calendar days of such appeal, the Chief Executive Officer or his designee, provided such designee has authority to overrule the decision at Step 2, shall meet with the aggrieved employee to discuss the grievance. The Chief Executive Officer or his designee, shall respond in writing within ten (10) calendar days thereafter.

Step 4. Arbitration. If the grievance has not been satisfactorily resolved in Step 3, a review by an impartial arbitrator may be requested by CUB within twenty-one (21) calendar days following the completion of Step 3, by filing a written notice with the Board.

(a) The Board, by committee, or its designee and CUB shall mutually select a qualified and impartial labor relations expert to serve as an impartial arbitrator in disputed grievances and selected matters. In this connection, the BCPSS Department of Labor Relations shall thereupon maintain a Register and Panel of Arbitrators and Hearing Officers. The parties shall attempt to agree upon an arbitrator from the Register within seven (7) days. If such attempt fails, within ten (10) days after receipt of a panel of seven (7) names obtained from the Federal Mediation and Conciliation Service upon the request of either party, the parties shall alternately strike names from that panel until one name remains who shall be the arbitrator. The first strike made in selecting an arbitrator shall be alternated between the Union and the Employer from case to case.

(b) The arbitrator, upon completion of his investigation, will forward his decision and award to the Employer and CUB. This decision and award shall be final and binding. The arbitrator shall be without power to add to, subtract from, change, or alter any provision of the Agreement, Board Policy, or applicable State or local law. The arbitrator shall confine his or her deliberations to the precise issue submitted for arbitration and shall have no authority to determine any other issues nor shall he submit observations or declarations of opinion which are not essential to reaching the determination.

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

C. If the finding or resolution of a grievance at any step of the procedure is not appealed within any of the prescribed times herein, 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 any of the prescribed times, the grievance will proceed to the next step.

D. Except for Step 1, time limits shall begin for both parties on the day after receipt of the grievance or the day after receipt of the response.

E. In the presentation of any and all grievances under the grievance and arbitration procedure of the Agreement, representation of aggrieved employees by CUB representatives shall be permitted at each step.

F. Upon request, any recognized and accredited representative of CUB shall be granted reasonable time off during working hours where and when engaged in processing grievances under the grievance and arbitration procedure.

G. The cost of any arbitration proceeding shall be divided equally between the Employer and CUB.

H. No reprisals of any kind shall be taken by any party involved in the grievance procedure. Except for disciplinary actions, all documents, communications, and records dealing with the processing of a grievance will be filed in a separate grievance file and will not be kept in the official personnel file of any of the participants.

I. The procedures for processing any grievance arising out of any discharge, reduction in pay or position, or suspension for more than thirty (30) days shall be as prescribed in Article 9 hereof. No resolution of a grievance shall expand or otherwise amend the terms of this Agreement.

ARTICLE 9: DISCIPLINE AND DISCHARGE

A. Discipline - Disciplinary action may be imposed upon employees only for just cause. If the Employer has reason to reprimand or otherwise orally counsel an employee, it shall be done in a manner that will not embarrass the employee before other employees or the public. The Employer must impose a disciplinary action no later than thirty (30) days after the Employer knew or reasonably should have known of the misconduct for which the disciplinary action is being imposed, or within 30 days after the completion of an investigation which shall be conducted in a reasonable period of time.

B. Discharge, Reduction in Pay or Position, or Suspension for more than Thirty Days. The Employer shall not, except with just cause, discharge any employee who has completed his probationary period nor shall the Employer reduce in pay or position or suspend any such employee without just cause. The employee will be promptly notified in writing giving specific reasons for discharge, reduction in pay or position, or suspension for more than thirty (30) days.

1. In the event of a discharge, reduction in pay or position, or suspension for more than thirty (30) days of an employee who has completed his probationary period, the management representative responsible for initiating such action shall, if requested, meet with the affected employee and his CUB representative within five (5) calendar days from the date of the action complained of.

2. In the event an employee, who has completed his probationary period, is discharged, reduced in pay or position, or suspended for more than thirty (30) days, such employee and/or his CUB representative may request an investigation by the Board. The Board shall, as part of its investigation, refer such request to its panel of Hearing Officers. Members of the panel of neutral Hearing Officers shall be mutually selected by the Office of Legal Counsel and by CUB and may be removed from the panel by either party on thirty (30) days advanced written notice. Members of the panel of Hearing Officers shall be selected for hearings on a rotating basis. If the Hearing Officer is unavailable to conduct the hearing, the next available Hearing Officer on the rotation shall be selected. The Hearing Officer shall conduct a fair and impartial hearing no later than fifteen (15) days from the receipt of such request. The Board shall pay the costs for the Hearing Officer.

The Hearing Officer, at the conclusion of such hearing, shall make findings of fact and recommendations, which shall be forwarded within fifteen (15) days after the hearing to the Board for its determination. The Board shall consider exceptions taken to the Hearing Officer's findings if submitted in a timely fashion by the parties and shall then take action on such recommendations within fifteen (15) days thereafter. Copies of the Hearing Officer's findings and recommendation and the Board's written decision shall be sent to the aggrieved employee, the CUB representative and the CEO. Either party may then file an appeal to the Maryland State Board of Education followed by judicial review in the Circuit Court for Baltimore City.

3. All Board disciplinary proceedings shall be recorded on a tape recorder and/or related machinery to be supplied by the Employer. Following a final disposition by the Board on the Hearing Officer's advisory recommendations, tapes of the Hearing Officer's proceedings in each individual disciplinary matter shall be preserved and inserted in the affected employee's personnel file for further review not to exceed thirty (30) days.

C. Any employee scheduled for a disciplinary hearing or meeting must be given prior notice by management that he has a right to representation by his CUB Representative.

ARTICLE 10: PROBATIONARY PERIOD

All newly hired unit members shall serve a probationary period of six (6) months beginning on their date of hire, during which the employee's competency to fulfill the duties of the position will be judged by the Employer.

Employees hired as Temporary or Community Aides who remain on the payroll for longer than ninety (90) days and are converted to full time status shall be entitled to service credit time for the continuous service time prior to conversion to full time if the following conditions are met: there is not a break in service between temporary and full time status, and they are converted from temporary to permanent in the same position in the same organization. Temporary positions shall not exceed ninety (90) days.

ARTICLE 11: RATES OF PAY

1. Effective upon ratification of this Agreement, the annual salaries and hourly rates of pay for all bargaining unit positions shall be increased by 2% retroactive to July 1, 2010, and unit members shall receive an additional one-time lump-sum stipend of \$1,000.00 for FY 2011.

2. Effective upon ratification of this Agreement, the annual salaries and hourly rates of pay for all bargaining unit positions shall be increased by 1% for FY 2012, and unit members shall receive an additional one-time lump-sum stipend of \$750.00.

3. Effective July 1, 2012, the annual salaries and hourly rates of pay for all bargaining unit positions shall be as reflected in the Baltimore City Public Schools/CUB Wage Schedules for 2012-2013 ("the Wage Schedules") appended hereto. The Wage Schedules shall have three horizontal Pathways: Standard, Professional, and Distinguished, and shall have intervals within each Pathway as reflected on the Wage Schedules. Effective July 1, 2012, bargaining unit members shall be placed on either the Standard or Professional Pathway set forth on the Wage Schedules at the interval reflecting their next highest rate of pay. Any unit member whose placement on the Standard or Professional Pathway does not reflect a salary increase of at least \$750.00 shall receive the difference in a one-time lump-sum stipend.

4. The Wage Schedules shall remain in effect for the remaining years of this Agreement subject to an increase beginning on July 1, 2013 of no less than 1% and no more than 3% based upon the Consumer Price Index ("CPI-U") for the Baltimore/Washington Metropolitan Area published as of March of each year prior to the new fiscal year.

5. Beginning FY 2013, bargaining unit members presently on Steps 1 or 2 of the former CUB or former Local 44 scales shall move two intervals on the Wage Schedules appended hereto effective July 1 of each year in which they achieve a satisfactory or better annual evaluation rating for a maximum of three years.

6. Beginning FY 2013 and for each of the remaining years under this Agreement, a bargaining unit member who achieves a satisfactory or better annual evaluation rating shall proceed

to the next interval on the Wage Schedules appended hereto effective July 1 following the annual evaluation. A bargaining unit member who receives a satisfactory or better annual evaluation rating while on Interval 6 of the Standard Pathway shall move to Interval 1 on the Professional Pathway on the Wage Schedules appended hereto effective July 1 following the annual evaluation.

7. Beginning FY 2013 and for each of the remaining years under this Agreement, a bargaining unit member who achieves two consecutive proficient annual evaluation ratings while on the Standard Pathway shall move to Interval 1 on the Professional Pathway on the Wage Schedules appended hereto effective July 1 following the second consecutive annual evaluation.

8. Beginning FY 2013 and for each of the remaining years under this Agreement, a bargaining unit member who achieves three consecutive proficient annual evaluation ratings while on the Professional Pathway shall move to Interval 1 on the Distinguished Pathway on the Wage Schedules appended hereto effective July 1 following the third consecutive annual evaluation.

9. The annual performance evaluations shall be objective, reliable, and fair. No bargaining unit member shall be rated unsatisfactory for exercising rights pursuant to any local, state, or federal law, or for exercising contractual rights or benefits, including without limitation, leave under this Agreement. CUB shall have the right to nominate members to serve on the Committee to provide advice and input into the development of the recommended evaluation instruments.

10. A member who was available for evaluation but who was not evaluated through no fault of his own shall be considered satisfactory and shall advance to the next interval.

11. Night Differential Pay

a. Employees regularly assigned to night or shift work shall be paid forty (40) cents per hour above their established pay rates for each hour worked on a shift which commences between the hours of 2:00 p.m. and 5:00 a.m. This provision shall not apply to employees whose emergency assignments start or carry into the above-named periods. When applicable, night differential shall be paid at the appropriate overtime rate.

b. An employee not regularly assigned to the night shift, but who works overtime hours into the night shift, shall receive the night differential for all overtime hours worked into the night shift in excess of ten (10) hours in a given bi-weekly payroll period. Said differential shall be paid at the rate of forty (40) cents an hour at time and one-half (1 ½).

c. An employee who works overtime extending into the night shift shall be paid the night differential of forty (40) cents at time and one-half (1 ½) of that rate if he works the entire night shift regardless of the total number of hours of overtime worked within the given payroll period.

12. Payroll Errors

The normal practice for correction of payroll errors shall be as follows: 1) If the error is brought to Management's attention by 11 a.m., payroll errors will be corrected and paid on the same business day. 2) If the error is brought to Management's attention after 11 a.m., payroll errors

will be corrected and paid no later than the end of the next business day. 3) In the event a bona fide dispute arises over whether an error has been made that requires an investigation, payment shall be made as soon as the dispute or issue is resolved, but no later than the next pay date.

The Employer agrees to identify all retroactive pay on employee paychecks.

ARTICLE 12: OFFICE OF HUMAN CAPITAL

Upon request of either party, representatives of CUB and the BCPSS Office of Human Capital shall meet at mutually agreeable times to discuss and present recommendations concerning the policies or practices of the Office.

ARTICLE 13: PENSION AND RELATED BENEFITS

A. In accordance with SB 795, Sections 19 and 20, employees covered by the Agreement shall continue as, or shall become, members of the Employees' Retirement System of Baltimore City or the Teachers' Retirement System or Teachers' Pension System, whichever is applicable. It is recognized that the Board does not control or serve in a fiduciary relationship on these plans. Nonetheless, the Board shall agree to submit to CUB any and all information that it receives from the Retirement System. Within thirty (30) days of the effective date of this Agreement, the Board's Office of Human Capital shall provide CUB with a detailed report containing the following:

- a. List of all current members, by name and position title, sorted by position title.
- b. Identification of the pension system to which each member is assigned by the correct name for each pension system.
- c. The criteria for determining which system each member is assigned.
- d. The criteria to be used for assigning new members and/or new classifications to a respective pension system.

B. During the term of this Agreement, the Employer agrees to submit to CUB all proposed changes, modifications and/or amendments to the Retirement System that the Board receives from the Retirement System. No proposed changes, modifications and/or amendments to the Retirement System shall be submitted by the Board during the term of this Agreement without prior consultation with CUB.

C. Employee Pension Counseling Service - CUB shall submit the names of eight (8) representatives to the Human Capital Officer within sixty (60) days of the effective date of this Agreement. Within thirty (30) days thereafter, the Employer shall begin to train the representatives in the counseling of employees so that they may assist employees in the selection of retirement plan and/or retirement allowance options. CUB representatives selected as counselors shall be granted time with pay from their positions in the classified service while engaged in training and orientation and during the periods spent counseling prospective retirees.

D. Transfer of Pension Funds: Employee Authorization and Release - In cases where the Employees' Retirement System transfers annuity and pension funds to either the State Retirement System or Teachers' Retirement System, the Board agrees to contact affected employees to notify them of executing an authorization and/or release for such transfer. Prior to and after the employee's annuity and pension funds have been transferred to either the State Retirement System or Teachers'

Retirement System, the Employees' Retirement System shall provide each affected employee with a financial statement regarding his respective annuity and pension funds. Until this authorization and/or release are fully executed, the member shall remain in the Employees' Retirement System without loss of benefits.

ARTICLE 14: HEALTH AND WELFARE

A. Health Insurance

1. Health Insurance Providers: During the term of this Agreement, the Employer shall offer employees the option of coverage under one of several health plans, including the Blue Cross Preferred Provider Plan (“PPN”) and certain Health Maintenance Organizations (“HMO’s”). The Employer reserves the right to change health insurance providers following a bidding process with the understanding that should the decision be made to replace the PPN plan with another preferred provider organization, coverage under any new plan shall be substantially the same as under the PPN.

2. Employer and Employee Co-Payments

a. PPN: The Employer and Employee premium co-payments shall be 81½% and 18½% percent, respectively.

b. HMO: The Employer and Employee premium co-payments shall be 95% and 5%, respectively.

3. The Health benefits for the PPN Plan shall be set forth in Addendum A. The Employer shall also make available to employees benefit booklets for each health plan. In addition to the Employer and Employee premium co-payments set forth above, the following benefits shall be enumerated in Addendum A.

PPN & HMO: Office Visits – Primary Care: \$5; Specialist: \$10.

Emergency Room: \$50 unless admitted to hospital, in which case this fee is waived.

Prescription Drugs:

	Retail	Mail Order
Generic	\$10	\$15
Formulary	\$15	\$20

Step Therapy/Drug Quantity and Mandatory Mail Order

4. An employee shall be entitled to Hospital Bill Audit Gain sharing payments of 33-1/3% of overpayment to provider up to a maximum of \$500.00.

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

C. The Employer shall provide all employees enrolled in a designated health and hospital insurance plan or plans with information concerning the particular program. This information shall be contained in a booklet which shall be provided and paid for by either the insurance carrier or the Employer.

D. Eligible unmarried dependents shall be covered by City Schools' medical, general prescription drug, dental and vision care programs until the end of the month such dependent reaches age twenty-six (26).

E. The dental benefits may change subject to negotiation between the Board and the Union.

F. The Employer agrees to make the annual \$650 opt-out from medical benefits available to CUB employees and \$1,000 opt-out from both medical and prescription drugs, available to CUB employees.

G. Pre-Tax Payroll Deduction for Qualified Pre-Tax Benefits. The Board agrees to make available to CUB a payroll deduction slot in order for CUB to offer IRS Section 125 qualified pre-tax supplemental and personal insurance benefits to its members through a qualified Third Party Administrator selected by CUB. The eligible benefits include without limitation, Accident, Critical Illness, Hospital Indemnity, Cancer, and Specified Disease Insurance. The parties recognize that each pre-tax deduction taken by an employer reduces their FICA and Workers Compensation taxable earnings inuring benefits to both the employee and the employer.

1. CUB shall certify that all such plans are qualified IRS Section 125 pre-tax plans;
2. CUB shall indemnify, defend, and hold harmless the Board in the event of any federal or state audits or imposition of additional tax or penalties resulting from the offer of the pre-tax plans; and
3. CUB shall allow unaffiliated employees of the Board to participate in the pre-tax plans.

ARTICLE 15: JOINT LABOR-MANAGEMENT CHILD CARE COMMITTEE

The Employer and CUB recognize that the issue of child care is a concern of unit members. The Employer and CUB agree to retain a joint Labor-Management Child Care Committee composed of an equal number of Board and CUB representatives which shall explore the child care needs of unit members and study available alternatives. The Committee shall report its findings and recommendations to the CEO.

ARTICLE 16: DEATH AND ACCIDENTAL DEATH AND DISMEMBERMENT AND CATASTROPHIC ILLNESS BENEFITS

A. Death benefits shall be provided in the amount of \$20,000 or the employees' annual salary, whichever is greater. The death and dismemberment benefits for permanent part-time employees who work an average of 50% of a regularly scheduled work week shall be the greater amount of their annual salary or that percentage of \$20,000 which corresponds to the percentage of the work year of a full-time employee which is represented by that part-time employee's regularly scheduled annual hours.

Dismemberment benefits shall be as follows:

1. For the loss of a hand, foot, or the sight of an eye, the benefit will be one half (½) the amount specified in A, above.

2. For a double dismemberment, the benefit will be equal to the amount specified in A, above. Double dismemberment shall be defined as:

- i. Both hands or both feet
- ii. One hand and one foot
- iii. One hand and the sight of one eye
- iv. One foot and the sight of one eye
- v. Sight of both eyes

B. In the event of accidental death, the benefit payable shall be double the amount specified in A, above.

C. The death benefit as stated in A, above, may be paid in advance to employees who are catastrophically ill. An employee who is catastrophically ill is characterized by the following: (1) he is totally disabled and therefore cannot work for BCPSS or any other Employer in an active or limited capacity, (2) his medical prognosis shall state that the disabling illness which arose either suddenly or gradually is likely to cause the death of the affected employee within a two (2) year period, (3) the affected employee must apply for an ordinary disability retirement or a service retirement allowance, if over age 60, to be eligible for the catastrophic illness payment.

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

On behalf of BCPSS, the insurance provider shall be charged with administering the catastrophic illness benefit and determining the eligibility of the claimant for said benefit.

Upon request, CUB or the employee shall furnish the insurance provider with any and all data and documentation pertaining to each claim. The insurance provider may order examination of the claimant by a physician of its choice. No benefits may be paid for injuries or disabilities for which compensation was paid under (1) Workers' Compensation laws or (2) accidental disability provisions of the Employees' Retirement System. If the decision of the insurance provider is unsatisfactory to CUB, an appeal may be made to the Catastrophic Illness Appeals Board. Said Board shall be comprised of three (3) members; one member chosen by the City, one member

chosen by CUB, and a third member chosen by both parties to serve as impartial chairman of the Board. The impartial chairman must possess an M.D. degree. In its deliberations, the Board shall be furnished any and all data and documentation pertinent to the appeal by both parties. The Board may order examination of the appellant by a physician of its choice.

If the claimant should expire after it has been determined that his illness is catastrophic and before the catastrophic illness benefit is paid, the payment shall be made to the named beneficiary or guardian upon receipt of a valid death certificate showing that the illness which was previously determined as catastrophic contributed to or was directly responsible for the death.

D. An employee's coverage under this Article shall be terminated upon resignation or 39 days after the last day he was in pay status, except that employees represented by CUB shall be covered by a reduced death benefit of \$5,000 if they retire from BCPSS employment. Retired persons so covered shall also be covered by the Accidental Death and Dismemberment provisions outlined herein above at the reduced rate.

E. Beneficiary - The beneficiary of these benefits will be one of the following:

1. The beneficiary designated by the employee to receive retirement system benefits;

2. A specifically designated beneficiary of the above benefits, in lieu of the beneficiary designated in (1) above.

If the employee so designates a beneficiary, he shall have the right to change the beneficiary at any time. The beneficiary change shall become effective on the date acknowledged by Employer.

ARTICLE 17: HOURS OF WORK

A. All regular classified employees as well as all shift employees shall work a regular workday of eight (8) consecutive hours including a forty (40) minute lunch (within each twenty-four (24) hour period) totaling forty (40) hours per week, to begin at such times designated by each department as regular workdays and regular shift workdays. A workweek shall be defined as the seven day period commencing at 12:01 a.m. on Saturday through 12:00 midnight on Friday. A work shift shall consist of eight (8) consecutive hours including a forty (40) minute minimum lunch period. In the case of the School Police Department, employees may be required to work more than one shift in a twenty-four (24) hour period to accommodate unforeseen emergency circumstances.

B. Shift and other employees shall not be required to work more than sixteen (16) consecutive hours without an eight (8) hour break, except in case of an emergency endangering life, health or 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. Employees shall not be regularly required to work more than sixteen (16) consecutive hours.

C. Work schedules showing the employee's shifts, workdays, and hours shall be posted on each department bulletin board at all times and at all locations within the department where shift work takes place.

D. Lunch Periods

1. All employees shall be granted a duty-free lunch period during each work shift. Whenever possible, the lunch period shall be scheduled at the middle of each shift.

2. In those work sites in which the BCPSS has heretofore provided lunch facilities, BCPSS will either provide adequate facilities or stagger lunch breaks where necessary to insure each employee a full forty (40) minute lunch period. Employees shall be allowed to leave the work premises during duty-free lunch periods.

3. If an employee's unpaid, duty-free lunch is interrupted because of plant operations and the employee is not given time during his shift to finish lunch, the uncompleted portion of the lunch period shall be paid at the appropriate overtime rate.

E. An employee required to work three (3) or more hours immediately preceding a normal full-time work shift or immediately following the completion of a normal full-time work shift shall receive a meal allowance of \$6.00.

F. Call Back--Employees called in to 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 ½) their regular pay to address emergency situations. For the purposes of this paragraph, an emergency shall be defined as an unforeseen serious situation or an occurrence that happens unexpectedly and demands immediate action. Any employee called to or required to work prior to or after his regular shift, but annexed consecutively to one end or another thereof shall be paid in accordance with the provision outlined in Article 18, Overtime, but in no event less than one hour, and the aforesaid four (4) hour minimum provision shall not apply. The employee shall then be paid for the balance of his regular work shift at the appropriate rate. Nothing herein shall be construed as to mean compounding of overtime. This four (4) hour minimum shall not be counted as time worked for overtime purposes.

G. When a Unit member is provided in advance, a written order approved by the employee's division chief to stand by during his off duty hours and remain available by telephone for call back to duty, that Unit member shall be paid at one and one-half times (1 ½) his regular rate of pay for all hours spent on such stand by assignment. Absent such written order being provided in advance, a unit member shall not be directed to stand by.

ARTICLE 18: 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 one and one-half (1 ½) times their normal straight time rate of pay. All paid leave shall be counted as hours worked in the computation of overtime. The straight time rate shall be based upon the employee's annual salary divided by 1906.

B. After forty (40) hours of work in a workweek, non-exempt employees shall have the option to receive overtime compensation as a cash payment or as compensatory leave. The maximum accumulation of compensatory time shall be two-hundred forty (240) hours.

C. 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.

D. Where, in the normal operation of a department of BCPSS, work is regularly scheduled on Saturdays and/or Sundays, ten (10) days of work shall be scheduled in each fourteen (14) day period. An employee working this type of schedule shall be paid one and one-half (1 ½) times his hourly rate as provided above in A, except that for all hours worked in excess of twelve (12) work days during the fourteen (14) day work period, the employee shall be paid two (2) times his hourly rate.

E. Overtime work shall be offered equally to employees working within the same job classification in each work area. The distribution of overtime shall be equalized over each six (6) month period beginning on the first day of the calendar month following the effective date of this Agreement or on the first day of any calendar month this Agreement becomes effective. Insofar as practical on each occasion, the opportunity to work overtime shall be offered to the employee within the job classification who has the least number of overtime hours to his credit at that time. If the employee does not accept the assignment, then the employee with the next fewest number of overtime hours to his credit shall be offered the assignment. This procedure shall be followed until the required employees have been selected for the overtime work. A record of the overtime hours offered to each employee shall be posted on the department bulletin board

F. Overtime work shall be voluntary except in the event of an emergency situation where life, health or safety is endangered. 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, showing the number of hours of overtime he refused to work. For the purpose of this paragraph, an emergency shall be defined as an unforeseen serious situation or an occurrence that happens unexpectedly and demands immediate action.

G. Any assigned BCPSS vehicle should be returned to the BCPSS lot at the close of the work day. Any employee not allowed to leave the job site before the end of the regular work day will be paid for the period of time necessary to return the vehicle to the BCPSS lot, in accordance with the Employer's overtime policy.

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

I. The Employer will make every effort to pay for overtime hours worked within two (2) pay periods following the pay period in which such overtime was worked.

ARTICLE 19: 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) full years of completed service shall earn vacation leave of one and one-quarter (1 $\frac{1}{4}$) 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 $\frac{1}{2}$) 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 $\frac{3}{4}$) 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 the approval of their supervisor. Such approval shall not be unreasonably withheld. Request for vacation on the prescribed agency form shall be completed by the employee and submitted to the supervisor at least one (1) week prior to the requested commencing date, if the leave is to extend for one (1) week or more. Except in cases of emergency, leave requests 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. Every effort shall be made to respond to vacation requests within two (2) weeks of the initial request. While every effort shall be made to meet the desires of employees who request 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 an unlimited amount of vacation leave.

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. 1. Vacation leave must be taken in units of no less than forty-five-(45) minute intervals.

2. In May and October of each year, employees may opt to convert up to two (2) days of accumulated vacation leave to compensatory time.

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

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

J. Employees who are re-employed, except as specified in I above, following a break in service of thirty (30) or more workdays, shall be considered as new employees for the purpose of computing vacation allowance. Employees who are reemployed in the same position, within six (6) months will not be considered new employees for vacation allowance purposes.

K. Whenever employees transfer from a permanent City position to another permanent BCPSS position without a break in service, they shall be entitled to retain their vacation, sick leave, personal leave and compensatory time balances.

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 employment with BCPSS.

M. In addition to payment for the accrued vacation of an employee who dies, his/her legal heirs 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. Payment for vacation and bonus leave shall be made to those entitled by law to inherit from the deceased employee.

N. Employees who are separated from BCPSS service, regardless of reason, shall be paid in full as of their date of separation for any accumulated vacation (up to a maximum of five years), personal leave, overtime, compensatory time (unless exempt from FLSA Provision), or bonus pay, except in the case of bona fide indebtedness to the Employer. The cut-off ticket must contain, therefore, a recording of all leave due to the employee upon his/her retirement or resignation.

O. All part-time employees hired after June 30, 1982, must consistently work an average of 50% of a regularly scheduled work week to be eligible for vacation leave. Eligible part-time employees shall accrue vacation leave in accordance with the following schedule:

1. Part-time permanent employees with less than six (6) years of completed continuous service shall earn vacation leave of one working day for each one hundred sixty (160) hours worked.

2. Part-time permanent employees with six (6) but less than eleven (11) years of continuous completed service shall earn vacation leave of one and one-quarter (1 ¼) 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 ½) 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 ¾) working days for each one hundred sixty (160) hours worked.

5. Part-time permanent employees with 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 employees' 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 earned accumulated leave referred to above shall be forfeited.

Q. Employees who become ill during their vacation may request that their vacation leave be converted to sick leave provided that (1) the illness is reported at its onset and (2) medical verification is provided upon return to work. Only those vacation days upon which the employee was ill will be eligible for conversion to sick leave.

R. For employees covered by this Agreement who were employed by the City of Baltimore/BCPSS prior to the Baltimore City Board of School Commissioners assuming management authority of BCPSS on July 1, 1997, accrued vacation leave shall be retained by each employee pursuant to SB 795, Section 17.

ARTICLE 20: 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, medical appointments, 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 her/his anniversary date occurs.

C. There shall be no ceiling on accumulation of sick leave.

D. Employees may convert to cash one (1) day of unused sick leave for each four (4) days of sick leave accrued during the sick leave year at their rate of pay at the time of conversion. The sick leave year begins on the day immediately following the last payroll period in November and extends through the last payroll period in November of the following year. All sick leave days not converted to cash shall be carried forward and retained as accrued sick leave. Payment for such converted sick leave will be made by a separate check, including the usual deductions for taxes and social security, and shall be made to such employees no later than December 24.

E. Employees who resign or terminate employment after June 1 of a given 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, at the time of said resignation and/or termination from BCPSS service.

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, regardless of age, shall be entitled to a bonus of one (1) day's pay for each four (4) days of unused 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. In the event the Employer believes that evidence of abuse exists and upon request by the employee, the Employer shall provide the employee with the reasons, in writing, why it is denying the sick leave.

H. Sick leave must be taken in units of at least forty-five (45) minute intervals.

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.

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- or 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 CUB recognize that this disablement will occur, in most cases, during the period four (4) weeks before delivery and six (6) weeks after delivery. An employee who is temporarily absent due to reasons described above from her position and who remains on the payroll in either an "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 in accordance with the Federal and State Family Medical Leave Act.

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

M. Employees with at least two (2) years of service who are unable to return to work after all of their accrued sick leave, vacation leave, personal leave and compensatory time has been exhausted may request extended leave with pay. If the Department Head or supervisor deems such an extension advisable, he may recommend it to the Department of Human Resources or CEO. Such request must be accompanied by a medical certificate. The formula for sick leave extension will be based on the last two (2) full years, excluding current illness. No extension, however, may exceed the number of days allowed in the basic sick leave plan; 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 shall reimburse the BCPSS for one-half (½) of the extended sick leave days granted. If a request is denied by the Department Head or supervisor, an appeal may be made to the Department of Human Resources and the CEO.

N. All part-time employees hired after June 30, 1982, must consistently work an average of 50% of a regularly scheduled workweek to be eligible for sick leave. Eligible part-time employees shall accrue sick leave at the rate of one (1) day sick leave for each one hundred sixty (160) hours.

O. Employees are entitled to use leave in compliance with the provisions of the Family Medical Leave Act in the event of a serious medical condition of the employee or his/her immediate family (spouse, parent, and children, including biological, adopted, foster, stepchild, or legal ward).

P. Sick leave that is requested in advance for medical appointments shall not be unreasonably denied nor counted as an Occurrence against that employee for purposes of discipline for absentee problems.

Q. The City Union of Baltimore Sick Leave Bank hereinafter referred to as "the Bank" will continue in effect. Membership in the Bank will be voluntary for all employees. All new employees who request membership will be assessed one (1) day of sick leave for deposit in the Bank. The City Union of Baltimore Sick Leave Bank shall be administered jointly for Union members employed by BCPSS.

A member of the bargaining unit may receive a grant from the Bank only after:

1. Filing an application with the Sick Bank Committee.
2. Submitting satisfactory medical evidence of the illness or injury.
3. Submitting evidence of having exhausted all accumulated leave.

The Board of Directors of the Bank shall be composed of four (4) representatives of the Union appointed by the President and four representatives of the Employer.

New employees must join the Bank within the first thirty (30) days after completion of their probationary periods or lose their right to join until the next open bank enrollment period. Employees entering the bargaining unit must join the Bank within the first thirty (30) days or lose their right to join until the next open enrollment period.

Employees may relinquish their membership in the Bank at any time; if they do so, however, they will lose their contributions in the Bank and will not be allowed to join again until the next open bank enrollment period.

A member will lose the right to receive grants from the Bank if his employment with the BCPSS is terminated.

All unused sick leave days in the bank at the end of the year shall be carried over to the next year.

Sick leave conversion shall not be affected by participation in the Bank unless the contribution is taken from the current year's accumulated sick leave balance.

ARTICLE 21: PERSONAL LEAVE

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

Part-time employees hired after June 30, 1982, must consistently work an average of 50% of a regularly scheduled work week to be eligible for this benefit.

B. Personal leave must be taken in units of at least forty-five (45) minute intervals.

C. Personal leave shall not be unreasonably denied, provided 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.

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

E. For employees covered by this Agreement who were employed by City of Baltimore and BCPSS prior to the Baltimore City Board of School Commissioners assuming management authority of BCPSS on July 1, 1997, personal leave accumulated prior to July 1, 1997 shall be retained pursuant to SB 795 Section 17.

ARTICLE 22: HOLIDAYS

A. School Calendar Holidays
Unit employees shall enjoy the following paid holidays:

Holiday	Day Observed
January 1	New Year's Day
January (Federal Observance)	Martin Luther King's Birthday
Third Monday in February	Washington's Birthday
Friday Before Easter	Good Friday
Two (2) days during spring vacation	
May (Federal observance)	Memorial Day
July 4	Independence Day
First Monday in September	Labor Day
Fourth Thursday in November and the Day after Thanksgiving	Thanksgiving and Day After Thanksgiving
December 25	Christmas Day
Other:	
Any additional day during Christmas recess	Any additional day during Christmas recess

B. All Presidential and Congressional General Elections shall be observed as holidays. Employees who are eligible and registered to vote may request and shall be granted, if necessary, up to two (2) hours with pay for the purpose of voting in other elections.

C. Holidays which fall on Saturday shall be observed the preceding Friday, and holidays which fall on Sunday shall be observed the following Monday. If a holiday falls on the regular day off of an employee working on a schedule other than Monday through Friday, the employee shall be granted another day off at such time as can be arranged by the Department Head or supervisor.

D. If an employee is required to work on a holiday listed above, said employee shall receive time and one-half (1½) for all hours worked, in addition to one of the following at the employee's option:

1. Holiday pay for the regularly scheduled number of hours in the employee 5 work day; or
2. A day off with pay, no later than the end of the following pay period, either preceding or following such holiday.

E. Whenever a holiday falls on a regular workday of a bi-weekly 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 ½) for all hours worked the first shift, and holiday allowance plus time and one-half (1 ½) for all hours worked the second shift.

F. Employees scheduled to work on a holiday that call in sick shall be charged for a sick leave on that day. Failure to notify their supervisor or his/her designee of illness will result in the loss of pay for that day.

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

H. When a shift employee's scheduled day off falls on a legal holiday, the employee shall be granted in lieu of the holiday, a day off within the same pay period or no later than the following pay period, by properly notifying management or be paid overtime for said holiday.

ARTICLE 23: OTHER LEAVE

A. Job Injury Leave

An employee sustaining an occupational injury or accident which is not the result of his negligence shall be granted full pay and shall not be required to use any sick leave, vacation or personal leave if upon medical examination and certification by the Employer's physician, it is determined that the injury and/or accident disables the employee. Under this circumstance, the affected employee shall be examined periodically by the Employer's physician to determine the progress and length of time necessary for recovery.

However, in the event that the employee files for Workers' Compensation for the same accident, his pay shall be offset by the difference between the full salary paid under this provision and the temporary total rate paid under the Workers' Compensation Law.

In no event shall the provision for full pay extend beyond nine (9) months from the date of the employee's job related injury or accident. During the tenth month of total disability, for each full day of absence the employee shall receive one-half (½) day of Job Injury Leave and shall be debited one-half (½) day of his accumulated leave.

At the expiration of the tenth month, the employee shall have the option of (a) remaining in a pay status by using his accumulated sick, vacation and personal leave days, or (b) filing an application for accident disability retirement.

Time lost due to job related injuries or accidents which disables an employee for a period in excess of the above-mentioned ten (10) months shall be compensated for in accordance with the Workers' Compensation Law of Maryland only.

A joint labor management committee consisting of three (3) representatives of CUB and three (3) representatives designated by the Board, shall be formed to examine the manner in which accident leave/job injury leave is being implemented and interpreted by the Board, the intent of any original language, and any necessary methods by which to assure that such leave is administered in a fair and efficient manner. The Committee shall be formed, convened and conclude its deliberations and conclusions within ninety (90) days following approval of this Agreement.

B. Other Leave

Administrative leave with pay shall be granted to all officers, stewards, and members for CUB Conferences in the amount of one hundred seventy-five (175) staff-days each year, with a maximum of fifteen (15) days for any elected officer and five (5) days for any other employee. Conferences or meetings sponsored by the BCPSS in which the Union is asked to participate shall not be charged for this leave.

C. Bereavement Leave

Four (4) consecutive working days leave with pay shall be granted upon request in the event of a death in an employee's immediate family. Immediate family shall be considered as: father, mother, sister, brother, spouse or domestic partner, children, mother-in-law, father-in-law, grandparents, grandchildren, step and half-blooded relatives.

One (1) days' leave of absence will be authorized for the death of the employee's aunts and uncles. This one (1) day leave of absence must be taken within four (4) calendar days of the date of death or in conjunction with a memorial or funeral service.

The four (4) days shall commence at the option of the employee on the date of death or the day following the day of death or in conjunction with a memorial or funeral service. In the event that the deceased relative lived in the same household as the employee making the request, the deceased shall 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 or compensatory time.

D. Civil Defense Leave

Employees who are accredited volunteers of a Civil Defense Organization may be granted permission by the head of the department or bureau in which they are 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. Requests for such permission shall be made in each instance in writing to the appropriate department or bureau by the Civil Defense Director of Baltimore City.

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

E. Military Training Leave

All employees who are members of the organized militia or of the Army, Navy, Air or Marine Reserve 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 in 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 member of the organized militia or of the Army, Navy, Air or Marine Reserve is ordered to active duty in the event of an emergency, he shall be entitled to a 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. Such employees shall receive 'gap' pay if necessary in order to ensure that the employee receives no less than BCPSS salary for the time she/he is on such duty.

F. Civil Leave

Employees who are required to perform jury service in any court (City, Federal or County) or who are required by subpoena to appear in court shall be paid their salary. Employees shall also notify their appropriate supervisor at the time they first receive notice that they may be called to serve as jurors or subpoenaed, and provide their supervisor with a copy of the subpoena or summons. Once released from the subpoena or summons, the employee shall report for work for the remainder of the working day.

G. Paid CUB Representative

CUB shall submit to the CEO the names and agencies of ~~two~~ four (4) employees who shall process grievances and perform other labor relations duties on a full-time basis. Once approved, the employees shall be compensated by BCPSS at their regular rate of pay.

H. President's Leave

The President of CUB shall be granted leave with pay and for the term of his/her office, assuming he/she comes from the CUB BCPSS bargaining unit. Upon the expiration of his/her term, the President shall be restored to his/her former BCPSS position with full seniority and all his/her other employee rights and benefits. While on this leave with pay, the President shall continue to be covered for all the health and welfare and pensions benefits by BCPSS.

I. Leave Without Pay

1. Upon application in writing, employees 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. Extension of leaves of this nature shall be mutually agreed upon by the Board and CUB.

2. Any employee elected or appointed as Officer or Steward of CUB shall, upon application, be granted leave of absence without pay for the term of the election or appointment of their office or any extension thereof. While on this leave of absence, CUB Officers or Stewards shall continue to be covered for all the health and welfare and pension benefits by the BCPSS, for which CUB shall reimburse the BCPSS. Upon expiration of the term of the election or appointment, an employee on said leave shall be restored to his former BCPSS position with full seniority and all other employee rights and benefits. If the former position has been abolished or frozen, the employee will be reinstated to another position in the same class or comparable class through the transfer process, provided the employee qualifies for the position.

3. Education Leave--After completing one (1) year of continuous service, any employee, upon request and upon the approval of the CEO and the Office of Human Capital, 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 CEO and the Office of Human Capital.

Leaves of absence for educational purposes shall not be granted more than once every three (3) years. The Board and CUB agree to cooperate in the development of job training, upgrading, apprenticeship and career ladder programs.

4. Parental Leave--Employees may request any portion of vacation, personal, or compensatory time for the purpose of child rearing as outlined in the respective Leave Articles. In addition, employees may request a leave of absence without pay as set forth below for the purpose of child rearing or adoption. For an employee whose total leave of absence without pay is twelve (12) calendar weeks or less, the employee shall be entitled to return to his former position. If the former position is abolished or frozen, the employee will be reinstated to another position in the same class or comparable class through the transfer process as the employee would have been assigned had the employee not been on parental leave provided the employee qualifies for the position. Nothing in this paragraph shall be construed to diminish the rights of employees pursuant to the federal and state Family and Medical Leave Acts. For an employee whose total leave of absence without pay is more than twelve (12) weeks but less than one (1) year, the employee shall be entitled to return to work if their position has not been abolished, frozen or filled, or, if the position has been abolished or frozen or filled, placed on the re-employment list and shall be given preference for rehire over any other candidate for his/her former position or comparable position for which the employee is qualified.

5. Prior creditable City or 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 but shall not continue to accrue any 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 leave of absence, except for any employee who is on leave of absence without pay for military service.

J. Weather Emergency Leave

In the event of severe weather conditions, an employee may request and shall be granted, at the discretion of the department head or supervisor, the use of personal, vacation or compensatory leave.

All employees shall be notified as to whether they are essential or non-essential, in accordance with BCPSS policy. BCPSS shall provide the Union with a list of CUB represented essential and non-essential employees including their names, classifications and work locations.

K. Family Leave

Employees may request any combination of vacation, personal leave, or compensatory leave to be used for the birth or adoption of a child or for the care of immediate family members (children, including biological, adopted, foster, stepchild, or legal ward, spouse, parent (including in loco parentis)) that permanently reside in the household in accordance with the BCPSS rules and regulations and as set forth in the Family and Medical Leave Act, Maryland Law, the BCPSS Family Leave Policies, and this Agreement.

L. Matrimony Leave

Employees shall be granted an unpaid leave of absence not to exceed ten (10) working days for the purpose of marriage. Said matrimony leave may be with pay at the option of the employee by using vacation leave, personal leave or compensatory time.

M. Graduation Leave

Leave of absence for attendance at senior high school or college graduation exercises shall be granted an employee as follows:

1. A one (1) day leave of absence with pay to attend his own graduation.
2. A one (1) day leave of absence with pay to attend the graduation exercise of a spouse or child so long as the graduation exercises are to take place during the scheduled working hours.
3. If approved, all other graduation leave shall be without pay; provided that such leave may be charged to personal or vacation leave with pay if the employee so elects.

ARTICLE 24: SENIORITY

A. The Board and CUB recognize the principle of seniority, satisfactory performance, and qualifications for the particular classification/position are factors to be considered for any promotion, lay-off, re-employment, transfer and other conditions of employment; and recognize the need of maintaining an efficient work force. The application of seniority under this Article shall prevail amongst employees that are qualified for the particular position and that have satisfactory or better work performance based upon objective, reliable, and fair performance evaluations during the previous two years and where the principle does not conflict with any provisions of applicable law. Seniority is understood to mean seniority within classifications/job titles or within positions for which the employee is qualified.

B. In determining seniority as a factor for promotion or transfer, the length of service in the particular division shall be considered rather than length of service in the bureau or department. All employees protected by this Agreement who were covered as civil service employees under the Charter of Baltimore City shall retain, through June 30, 1998, service credit, seniority, qualification for placement on the reemployment list, qualification for promotion or transfer, and eligibility for employment should the employee be displaced or laid off by the Board, said employees shall not suffer a break in service pursuant to SB 795, Section 15.

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.

On July 1, 1998, the Board shall recognize that each employee shall be protected by this Agreement with the seniority and service previously accumulated by each current employee who was employed on or before June 30, 1998 whether the seniority or service was accumulated as an employee of the Mayor and City of Baltimore or as an employee of the Board.

C. It is the intention of the parties that if the Employer is compelled to lay-off permanent employees on a departmental basis, for qualified employees with satisfactory or better performance ratings, the sole criterion of inverse order of their original appointments to BCPSS or City service based on continuous years of employment shall be followed to the extent allowed by applicable law; provided, however, that nothing in this Paragraph C shall be deemed to authorize or require any administrative action which, if taken, would conflict with any provision of applicable law. Prior to such lay-offs, the Employer shall meet with the Union. The Employer shall first lay-off all temporary employees within the affected department, except as provided in 24.A, then, in order of inverse seniority, the number of such employees with less than satisfactory performance ratings during the previous two years as evidenced by objective, reliable, and fair performance evaluations, before the lay-off of permanent employees with satisfactory or better performance ratings. The Office of Human Capital shall maintain, in accordance with its rules and regulations and by appropriate classifications, re-employment lists containing the names of employees laid off in accordance with the above provision.

Within the capability of the computer system, vacancy lists will be made available to CUB showing CUB positions. Lists shall be available every two (2) months or as soon thereafter as possible. Agency organizational lists, upon development, will also be made available to CUB.

D. Before an employee's effective lay-off is scheduled, he shall be entitled to convert to cash payment accumulated vacation or personal leave. In either event, sick leave for the then current sick leave year shall be converted to cash payment on a four (4) to one (1) basis as herein provided at the time of employment termination.

ARTICLE 25: OUT-OF-TITLE WORK

In accordance with the rules and regulations set forth in the Administrative Manual, except as modified herein, whenever an employee is assigned to perform the duties and responsibilities of a higher classification, he shall be paid the higher rate for such services from the first working day. Time spent performing such duties and responsibilities shall accrue in one (1) month intervals, and shall be applied to future promotions of such employee to a permanent position in the same job for purposes of step or experience level compensation.

ARTICLE 26: PERFORMANCE RATING

The Employer agrees to submit to CUB for its input, any proposed changes in the Performance Evaluation System one (1) month prior to submission to the Office of Human Capital.

ARTICLE 27: EXAMINATION OF EMPLOYEE'S PERSONNEL FILE

Official employee files shall be maintained in accordance with the following procedure:

A. There shall be only one (1) official personnel file for any employee. This file shall be kept in the Office of Human Capital.

B. By appointment with the appropriate authorized person, the employee, his CUB representative or other authorized representative, with his identification, shall be permitted to examine the employee's personnel file. The employee shall indicate in writing, to be placed in his file, that he has examined said file.

C. Only those personnel who have an official right and reason for doing so may inspect an employee's file. Such personnel shall indicate in writing, to be placed in the employee's file, that he has examined said file and the reason for said examination.

D. Administrators shall continue to place in an employee's file information of a positive nature indicating competencies, achievements, performance, or contribution of an academic, professional, or civic nature.

E. Confidential inquiries and replies or any such material received from outside sources which are included in the employee's file shall be expunged from said file upon the completion of the employee's probationary period of employment.

F. No material related to an employee's conduct, service, character, or personality shall be placed in the file unless it is signed and dated by the person submitting the information. The employee shall be given the opportunity to acknowledge that he has read such material by affixing his signature on the actual copy to be filed, with the understanding that such signature merely signifies that he has read the material to be filed and does not necessarily indicate agreement with its

content. Any employee will not be required to affix his signature on any material that is to be inserted in the file subject to the provisions herein below discussed.

G. The employee shall have the right to answer any material filed and his answer shall be attached to the file copy. Furthermore, the employee shall be given the right to review such disputed material pursuant to the grievance and arbitration procedure set forth in this Agreement.

H. Upon written request by the employee, disciplinary documents, other than documents addressing immoral misconduct involving a child shall be removed from the personnel files after one (1) year providing the behavior has not been repeated within one (1) year. Immoral misconduct shall be construed to mean such things as inappropriate fraternization, sexual harassment, inappropriate communications, including verbal and electronic communications, with a student, and other similar conduct.

ARTICLE 28: UNIFORM AND CLOTHING

A. Uniform

The Employer shall continue to provide work uniforms in those areas in which it currently provides such uniforms and replace uniforms damaged in the course of employment. The Employer shall provide safety equipment to employees as is required by the appropriate occupational safety agency.

ARTICLE 29: TRANSPORTATION EXPENSES

A. Travel Allowance

The Employer shall provide employees with a travel allowance in accordance with the business standard mileage rate as prescribed by the Internal Revenue Service (IRS), and employees using public transportation shall be reimbursed the actual cost of bus, metro, or light rail. Employees shall also be reimbursed for the use of any parking facility expenditure they incur as part of their work assignment as authorized by the Employer.

B. Portal-to-Portal Pay

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

ARTICLE 30: PROMOTIONAL EMPLOYMENT OPPORTUNITY, AND JOB TRANSFER LISTS

A. CUB shall receive notice prior to the expiration of Office of Human Capital's lists at the time such notice is sent to department heads.

B. All job announcements shall designate whether the job announced is competitive or non-competitive and such designation shall not be changed.

C. Examination and recruitment lists shall be publicly and conspicuously posted at the offices of the Office of Human Capital and at conspicuous locations in all other BCPSS buildings.

ARTICLE 31: LEAVE FOR OFFICE OF HUMAN CAPITAL EXAMINATIONS

A. An employee shall be granted, upon request, administrative leave for the time necessary to take any departmental promotional Office of Human Capital exam for which he is eligible.

B. A shift employee wishing to take an examination that is administered by the Office of Human Capital, shall, in filing an application for such an examination, clearly state therein his present work schedule. The Office of Human Capital shall thereupon schedule the examination at a time which does not interfere with the employee's assigned shift and, in any event, the affected employee shall not be required to work within the sixteen (16) hour period immediately preceding the time set for the examination.

C. In any case where an employee is required to work overtime or in an emergency capacity on the day immediately preceding an examination or in any case where an employee is required to work during the sixteen (16) hour period immediately preceding the examination, then, and in that event, the Office of Human Capital shall reschedule said examination for a subsequent time and date which does not conflict with the provisions stated above.

ARTICLE 32: SAFETY AND HEALTH

A. The Employer and CUB shall cooperate in the enforcement of safety rules. Should an employee feel that his work requires him to be in an unsafe or unhealthy situation, 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 shall be processed pursuant to the Grievance Procedure.

B. The Employer shall, where applicable, provide its employees with adequate safety equipment. The Employer and CUB shall establish, where appropriate, joint committees to review safety standards, accident-related causes and safe place-to-work grievances. The Employer shall establish first-aid stations at work areas designated by the Director of Safety. Moreover, the Employer shall cooperate with the Red Cross to provide First Aid training courses to all interested employees at areas designated by the Director of Safety. Any employee required to work in areas identified as, or suspected as containing asbestos, shall be provided OSHA approved training, and where necessary, personal protective equipment in advance of being required to enter such areas.

C. The Employer agrees to provide dispatchers with orientation and training in radio procedures.

D. Video Display Terminal (VDT) Safety Rules

1. The Employer and the Union recognize that the use of technologically advanced office equipment can increase the productivity and efficiency of BCPSS operations. To address issues of health and safety concerns which may be created by the use of video display

terminals (VDTs), the Employer agrees to provide the following for all employees whose primary job responsibility is to work on VDTs for six (6) or more hours per day:

a. Annual eye examinations to be provided by the Office of Occupational Medicine and Safety.

b. After one (1) hour of continuous work on a VDT, an employee shall be entitled to a rest break or rotation to other work activities not using a VDT, for a period of fifteen (15) minutes.

2. To address other health and safety concerns associated with prolonged exposure to VDTs, a joint committee of five (5) Union and five (5) Employer representatives shall continue to meet at the request of either party.

ARTICLE 33: EMPLOYEE ASSISTANCE SERVICES

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

ARTICLE 34: TUITION REIMBURSEMENT

The Employer shall establish a Tuition Reimbursement Program to be administered by the BCPSS. Upon approval of the BCPSS, employees shall be granted benefits under this section and shall be reimbursed, providing the employee meets all qualifications as listed in the Administrative Manual, for up to 50% of the tuition cost of a maximum of ten (10) credits per semester, consisting of not more than four (4) courses, for job-related courses or those leading to a job-related degree. Affected employees shall be further reimbursed for laboratory and administrative fees not to exceed sixty dollars (\$60.00) per semester.

All personnel requiring a special license to maintain a position shall be reimbursed for renewal fees, other than motor vehicle operating licenses, by the Employer.

ARTICLE 35: VISITATION

A. An officer or accredited representative of CUB shall, upon reasonable request by CUB, be admitted to the property of the Employer during working hours and shall be granted reasonable time for the purpose of discussing or assisting in the adjustment of grievances under Article 8 of this Agreement. Each CUB 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, a designated CUB representative shall be allowed to:

1. Post official CUB notices.
2. Transmit communications authorized by CUB or its officers to the Employer or his representative.

B. If any Steward or CUB official charges harassment in the performance of his duties as a representative, the matter shall be resolved between the BCPSS Director of Labor Relations and CUB immediately.

ARTICLE 36: BULLETIN BOARDS

The Employer agrees to provide reasonable bulletin board space (e.g., lobby, break-room, etc.) labeled with CUB's name where notice of official CUB matters may be posted by CUB.

ARTICLE 37: NO STRIKE OR LOCKOUT

A. CUB and its members, individually or collectively, agree that there shall be no strikes, slow-ups, stoppage of work and the BCPSS agrees that there shall be no lockout.

B. In the event of an unauthorized strike, slow-up or stoppage, the Employer agrees that there shall be no liability on the part of CUB; provided CUB 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 CUB 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.

ARTICLE 38: SUBCONTRACTING

During the term of this Agreement, except in case of emergency, the Employer agrees to give 45 days notice and to discuss with CUB, prior to actual implementation, any plan to contract work ordinarily assigned to or performed by CUB-represented employees which would result in a layoff or demotion.

The parties agree that concerns relating to subcontracting are appropriate topics for the departmental Labor-Management Committees.

A joint Labor Management Committee consisting of an equal number of representatives of CUB and designated by the Board shall be established to examine the issue of personnel performing CUB unit work who are not permanent employees but rather being retained on other non-permanent payroll status. The Committee shall examine the number of such personnel employed by BCPSS, the circulars and policies currently governing the retention of such personnel, and the impact of employment of such personnel upon the CUB bargaining unit. The joint Labor-Management committee shall also address cost cutting measures, efficiencies, utilization of subcontractors, privatization issues, and other matters, which may from time to time come before the Committee at the request of its participants. The Committee shall meet and reach its conclusions no later than

ninety (90) days following ratification of this Agreement. The Committee shall continue to meet periodically, and shall maintain minutes or notes of its activities, including suggestions and recommendations of its participants, which notes shall be provided to the CEO, Chief Operating Officer, and school administration on a regular basis. Except in cases of emergency, and from time to time on a temporary basis not to exceed 90 days to address legitimate temporary needs, the employer shall not allow members of other BCPSS Bargaining Units, to perform work which is normally performed by bargaining unit employees at the particular location.

ARTICLE 39: TECHNOLOGICAL CHANGES

The Employer and CUB recognize that advances in technology lead to changes in the work environment. The Employer and CUB also recognize that the retention of experienced employees is essential to efficient BCPSS operations. The Employer and CUB will cooperate in providing transitional assistance to those employees affected by technological changes. The Employer shall make every effort to find a position for which the affected employee is qualified within the BCPSS.

ARTICLE 40: LABOR-MANAGEMENT MEETINGS

The Employer and CUB agree to the establishment of Labor-Management meetings to discuss concerns of both parties and to foster improved communication between the Employer and members of the bargaining unit. The parties shall meet at least once a month, unless both parties agree to waive the meeting. The parties may agree to meet in the interim between regularly scheduled meetings. Labor-Management meetings are not negotiations and cannot add to, subtract from, or otherwise modify the terms of the collective bargaining agreement, nor shall grievances or appeals be discussed at these meetings. Labor-Management Committees shall be composed of no more than five (5) Union representatives and five (5) Management representatives. The Union representatives shall be granted paid release time to attend Labor-Management meetings.

At least five (5) working days prior to the agreed meeting date, each party shall provide the other with an agenda. This requirement may be waived by mutual agreement.

ARTICLE 41: HIV POLICY

The Board will follow the policy guidelines for management of children with AIDS and/or HIV and HIV-related illnesses. The Union shall be notified prior to any changes in these guidelines.

ARTICLE 42: PRINTING OF THE MEMORANDUM

The Board of School Commissioners shall pay the full cost of printing of the Agreement. In the printing of the Agreement the Board shall add a Table of Contents and the new Salary Scales including a schedule for longevity increments.

ARTICLE 43: MISCELLANEOUS PROVISIONS

A. BCPSS shall print and furnish to employees an Office of Human Capital handbook and, when available, the Board Personnel System Rules and Regulations issued, giving the rights and benefits of employees.

B. The Board will amend written work rules and policies and take such other action as may be necessary to give full force and effect to the provisions of this Agreement. If any provision of this Agreement or any application thereof to any employee or group of employees is held to be contrary to law by a court of competent jurisdiction, such provision or application will not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions or applications will continue in full force and effect. Any substitute action shall be subject to appropriate consultation with the Union.

ARTICLE 44: TERMINATION, MODIFICATION OR AMENDMENT

This Agreement shall become effective on July 1, 2009, and remain in full force and effect until June 30, 2014 unless otherwise stated herein. It shall automatically be renewed from year to year thereafter unless either party shall give 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 certified mail no later than January 1 of the year involved.

This Agreement may be reopened by either party hereto for the sole purpose of studying the reports of the joint Labor-Management Committees provided for in this Agreement, in order to negotiate and/or prepare recommended amendments to the appropriate Ordinances as may be mutually agreed to by both parties.

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 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 - \$5 co-pay per visit.
Specialist Office Visits - \$10 co-pay per visit.
Routine GYN Examinations (one per year) - \$5 co-pay per visit.
Routine Physical (one every 36 months) - 100% allowed benefit including all related services with \$5 co-pay.

4. Emergency Treatment

Ambulance Service
Coverage: Major medical benefit, subject to deductible and coinsurance if applicable. Air transport is not covered.
Emergency Room: \$50 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
BALTIMORE CITY SCHOOL SYSTEM
LIST OF CUB CLASSES**

[TO BE RE-ALIGNED PER UNIT COMPOSITION RESOLUTION OF JUNE 8, 2010]

**ADDENDUM C
AUTHORIZATION FOR DEDUCTION OF VOLUNTARY POLITICAL
EDUCATION CONTRIBUTIONS**

"I hereby authorize the BCPSS, to deduct from my salary the bi-weekly sum of \$_____ and to forward that amount to the City Union of Baltimore Committee on Political Education. This authorization is signed freely and voluntarily and not out of any fear of reprisal, and with the understanding that the City Union of Baltimore Committee on Political Education is engaged in joint fund-raising efforts with the AFT and the AFL-CIO. This voluntary authorization shall remain in effect unless revoked by me at any time by notifying the BCPSS Director of Labor Relations, who will in turn notify the City of Baltimore Payroll Department, in writing of my desire to do so."

(Signed) (NAME)

(ADDRESS)

(WORK LOCATION)

NOTE: Contributions for the Committee on Political Education to C.U.B. are not deductible as charitable contributions for federal income tax purposes.

**ADDENDUM D
CUB SALARY SCALE**

[See Wage Scales Attached for FY10 through FY13. For years beyond FY13, we suggest to insert a blank page for each year and state wage schedules will be published in April (of the specific year), based upon the cost index referenced in Article 11, Paragraph 4.]

This Agreement is signed on the ___th day of November, 2011 in Baltimore, Maryland.

FOR THE BALTIMORE CITY BOARD OF SCHOOL COMMISSIONERS

~~Charlene C. Boston~~

~~Gerry Grant~~

FOR THE CITY UNION OF BALTIMORE

Brenda J. Clayburn

James Anthony, Sr

Delores M. Powell

Maxine J. Holmes

Elvard Cooper

Ruth Pajouhandeh

Debra R. Sherrer

Thaddeus Goode

Betty Lee

Pauline Fayall

Glenn Hackett

Theresa Westmoreland

John Johnson

Andre Franklin

APPROVED AS TO LEGAL FORM AND SUFFICIENCY:

Tammy Turner

Approved and Noted by the Baltimore City
Board of School Commissioners

[UPDATE]

***Baltimore City
Board of School Commissioners***

*Brian D. Morris, Board Chair
Jerrelle F. Francois, Board Vice-Chair
Anirban Basu
George M. Vanhook, Sr.
James W. Campbell
Kalman R. Hettleman
Diane L. Bell*

Hong Mei Pang, Student Commissioner

*Charlene C. Boston
Interim Chief Executive Officer*