MEMORANDUM OF UNDERSTANDING

between

The Board of Education of Baltimore County and The American Federation of State, County, and Municipal Employees (AFSCME)

BCPS Summer Condensed Work Week (CWW) for Twelve-Month AFSCME-Represented Employees

Whereas the Board of Education of Baltimore County and Council 3/Local 434 of the American Federation of State, County, and Municipal Employees (AFSCME) (hereinafter jointly referred to as the "Parties") seek to recognize the work being done by AFSCME-represented employees and offer a Condensed Work Week (CWW) comprised of four (4) ten-hour days, per week – to foster the continued execution of their critical duties in support of BCPS.

Now, therefore, the Parties agree per this Memorandum of Understanding (MOU) to the following CWW for twelve-month full-time AFSCME-represented employees in the Department of Facilities Management and Strategic Planning, the Office of Food and Nutrition Services, and the Office of Transportation. The period for which the CWW will be effective is from July 15, 2024, through August 11, 2024.

Now, therefore, the Parties agree to the following conditions of this Agreement:

- 1. Employees may volunteer for this opportunity, but once the employee elects to participate, they will be required to work through the entirety of this schedule. The Agreement may be reviewed at any time if requested by either party.
- 2. BCPS will work with the employee to determine the start and/or end time for the CWW and weekly work schedules, including the days of an employee's CWW. CWWs will be limited to Monday through Thursday or Tuesday through Friday schedules. The employee start and end times will be determined by the availability of supervisory coverage, as well as other factors that impact working conditions. For example, staff in Facilities Support Services Grounds, cannot begin mowing until after 7:00 a.m., so their schedules may not be able to be adjusted to earlier times in the workday. Schedules may be modified with supervisor's approval. Schedules will be determined based on seniority (time with BCPS).
- 3. Employees volunteering for this opportunity must submit vacation and/or floating holiday requests for the period of CWW by May 10, 2024.
- 4. Eligible employees will receive overtime at one and one-half times the employee's regular rate of pay for any hours worked in excess of forty (40) hours per work week. These employees shall not receive overtime for days that are scheduled to be more than eight (8) hours unless the 40-hour limit is exceeded in a work week. Overtime will be assigned on an as-needed basis, at the discretion and direction of the employee's supervisor.
- 5. Accrual of personal illness/sick, family illness, vacation, and personal business leave will continue at the existing rates. Employees who use personal illness/sick, family illness, vacation, personal business, floating holiday, special religious observance, or bereavement will be charged with the total number of actual leave hours used. For example, if an employee uses personal illness leave on a CWW day that normally would be ten (10) hours

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worked, ten (10) hours of personal illness will be subtracted from the employee's personal illness leave balance.

- 6. The number of days of bereavement leave, legal summons/jury duty, and military leave to which an employee is entitled under the Master Agreement and/or Board Policy will be unchanged by the CWW (i.e., if an employee uses one day of bereavement leave, the timesheets will show ten (10) hours of bereavement leave.) Supporting documents may be required.
- 7. Employees are entitled to two (2) duty-free paid breaks per workday.
- 8. If the employee is not an "essential employee" and the school system or the employee's specific location closes due to emergency conditions or inclement weather, the employee will be paid for the CWW day as though it were a regular working CWW day. If the closure falls on a non-workday, the employee will not be paid. Essential employees and essential-as-needed employees may be called into work on their regularly scheduled or non-workdays.
- 9. The employee's schedule shall not adversely affect the ability of other employees to perform their jobs.
- 10. The policies and procedures of the CWW are not grievable.

or 16 2024 06:41 EDT)

Signature

AFSCME:

Bryan Epps Printed Name Bryan A. Epps Bryan A. Epps (Apr 16, 2024 06:23 EDT) Signature Date BOE: Joelle Bielski Printed Name

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Apr 16, 2024

Date

AFSCME MOU 2024 Summer Compressed Work Week (CWW)

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