

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 67/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 CWW (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 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 from July 10, 2023, through August 4, 2023.

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. Schedules may be modified with supervisor approval.
3. 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) per work week. These employees shall not receive overtime for days that are scheduled to be more than eight hours unless the 40-hour limit is exceeded in a work week.
4. Accrual of personal illness/sick, illness in the family, vacation, and personal business leave will continue at the existing rates. Employees who use personal illness/sick, illness in the family, 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 worked, ten (10) hours of personal illness will be subtracted from the employee's personal illness leave balance.
5. The number of days of bereavement leave, legal summons/jury duty, and military leave to which an employee is entitled under the appropriate 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.

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- 6. Employees are entitled to two duty-free paid breaks per workday.
- 7. 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.
- 8. Any non-compliance with this agreement by the employee may result in modification or termination of the CWW established by this agreement.
- 9. The policies and procedures of the CWW are not grievable.

AFSMCE:

Bryan Epps
Printed Name

Bryan Epps Mar 24, 2023
Signature Date

BOE:

Joelle Bielski
Printed Name

Joelle S Bielski March 24, 2023
Signature Date






MOU AFSCME 2023 Summer CWW 032423

Final Audit Report

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