MEMORANDUM OF UNDERSTANDING
between
The Board of Education of Baltimore County
and
The American Federation of State, County and Municipal Employees (AFSCME)
Related to COVID-19

The Board of Education of Baltimore County ("Board") and the American Federation of State, County and Municipal Employees (AFSCME) (hereinafter jointly referred to as "Parties") hereby enter into this Memorandum of Understanding ("MOU"), which is incorporated into the Parties’ 2019-2020 Master Agreement to address issues pertaining to COVID-19.

Whereas, the Parties seek to minimize the spread of COVID-19; protect the health of students, teachers and educational support personnel, and the public during this pandemic; and

Whereas, the Parties understand that the education of the county’s students must continue in a modified fashion during the duration of school building closures; and

Whereas, the Parties are required to reduce to writing matters regarding the wages, hours and working conditions of public school employees,

Whereas, except as noted below, the Parties understand that this MOU shall not alter the terms of the Master Agreement between the Board and AFSCME and understand that all other terms of the Agreement shall remain in full force;

Whereas, the parties recognize that this MOU is based on current guidelines and government orders and may be revisited upon a change to said guidelines and government orders;

Now therefore, the Parties agree to the following work schedules and working conditions for AFSCME represented employees which shall be in effect starting Monday, July 6, 2020 and ending Friday, August 28, 2020, or upon a change to state or federal guidelines or the execution of a subsequent MOU by mutual agreement of the Parties.

1. Office of Facilities Operations - Building Service Personnel shall be deployed as follows:
   a. Field Representatives or Senior Operations Supervisor shall develop a work schedule for the period of this MOU.
   b. AFSCME represented employees shall be assigned to work their regular hours on a four (4) days on and one (1) day off weekly schedule (i.e., eight (8) work days within a ten (10) work days cycle) and shall be paid straight time.
   c. If AFSCME members are directed by their supervisors to work additional hours/days beyond their scheduled work hours/days, they shall be paid time and one-half for each hour worked beyond their scheduled thirty-two (32) hours. The supervisor shall report the overtime hours worked to the Office of Payroll for processing.
d. All AFSCME Office of Facilities Operations employees reporting to work during the duration of the MOU period shall not use Kronos for normal clock in or clock out and shall not be subject to discipline for its non-use.

e. AFSCME employees are responsible for informing their supervisors of their inability to work and will advise their supervisors of the applicable form of leave (e.g. sick, urgent personal business, vacation) that will be used by the supervisor to record the leave in Kronos. Supervisors will review Kronos timecards for accurate leave reporting. If an employee is expected to be out for ten (10) days due to personal illness, supervisors shall send a Report of Extended Absence to the Absence Management Office.

f. Supervisors will ensure all social distancing measures are followed to include but not limited to having one employee per government vehicle and following CDC guidelines as to the number of personnel allowed at a worksite based on square footage.

g. More than one employee per government vehicle will only be allowed if the passenger employee(s) volunteer to be transported in the vehicle, the driver is in agreement and all employees wear protective masks.

h. Employees who report to a central location are encouraged to drive their personal vehicles to school work sites and will be reimbursed at the Internal Revenue Service standard mileage rate. Reimbursement shall require the submission of an approved Office of Accounting and Financial Reporting’s Routine Business Travel Reimbursement Voucher.

i. The Board agrees to require that all supervisors, AFSCME employees and contractual employees at all worksites shall use applicable personal protective equipment (PPE) specified for their position and duties at all times. In addition, employees shall wear face coverings inside BCPS facilities when in close proximity (less than six (6) feet) to other personnel and/or as defined and posted at the facility in accordance with CDC guidelines.

2. **Office of Food and Nutrition Services (OFNS)** – OFNS personnel shall be deployed as follows:

a. All AFSCME Office of Food and Nutrition Services (OFNS) employees reporting to work during the duration of the MOU period shall use Kronos for normal clock in or clock out and shall be subject to discipline for its non-use.

b. Kronos managers shall continue to review and approve timecards for employees supporting the emergency feeding program.

c. The addition of regular scheduled hours to timesheets ended effective June 19, 2020, however, FSLA overtime will continue based on actual hours worked over forty (40) hours per week.

d. OFNS cafeteria staff will be compensated at summer feeding contractual rates.

e. OFNS Warehouse staff shall be assigned to work their regular hours on a four (4) days on and one (1) day off weekly schedule (i.e., eight (8) work days within a ten (10) work day cycle) and shall be paid straight time.

f. AFSCME employees are responsible for informing their supervisors of their inability to work and will advise their supervisors of the applicable form of leave (e.g. sick,
urgent personal business, vacation) that will be used by the supervisor to record the leave in Kronos. Supervisors will review Kronos timecards for accurate leave reporting. If an employee is expected to be out for ten (10) days due to personal illness, supervisors shall send a Report of Extended Absence to the Absence Management Office.

g. Supervisors will ensure all social distancing measures are followed to include but not limited to having one employee per government vehicle and following CDC guidelines as to the number of personnel allowed at a worksite based on square footage.

h. More than one employee per government vehicle will only be allowed if the passenger employee(s) volunteer to be transported in the vehicle, the driver is in agreement and all employees wear face coverings.

i. The Board agrees to require that all supervisors, AFSCME employees and contractual employees at all worksites shall use applicable personal protective equipment (PPE) specified for their position and duties at all times. In addition, employees shall wear face coverings inside BCPS facilities when in close proximity (less than six (6) feet) to other personnel and/or as defined and posted at the facility in accordance with CDC guidelines.

3. **Office of Transportation** personnel shall be deployed as follows:

a. Twelve (12) month AFSCME represented employee shall work their regular hours on a four (4) days on and one (1) day off weekly schedule (i.e., eight (8) work days within a ten (10) work day cycle) and shall be paid straight time. The Parties understand that Office of Transportation supervisors may be required to stagger the four-on and one-off work schedule of employees at some facilities to guarantee CDC guidelines relative to social distancing are maintained.

b. Bus drivers may be utilized to assist the Office of Food and Nutrition Services with the delivery of food and the distribution of materials; bus drivers will be paid their regular rate for their service.

c. If AFSCME members are directed by their supervisors to work additional hours/days beyond their scheduled work hours/days, they shall be paid time and one-half for each hour worked beyond their scheduled thirty-two (32) hours. The supervisor shall report the overtime hours worked to the Office of Payroll for processing.

d. All AFSCME Office of Transportation employees shall not use Kronos for normal clock in or clock out and shall not be subject to discipline for its non-use for the duration of this MOU.

e. AFSCME employees are responsible for informing their supervisors of their inability to work and will advise their supervisors of the applicable form of leave (e.g. sick, urgent personal business, vacation) that will be used by the supervisor to record the leave in Kronos. Supervisors will review Kronos timecards for accurate leave reporting. If an employee is expected to be out for ten (10) days due to personal illness, supervisors shall send a Report of Extended Absence to the Absence Management Office.

f. Supervisors will ensure all social distancing measures are followed to include but not limited to having one employee per government vehicle and following CDC guidelines as to the number of personnel allowed at a worksite based on square footage.
g. More than one employee per government vehicle will only be allowed if the passenger employee(s) volunteer to be transported in the vehicle, the driver is in agreement and all employees wear face coverings.

h. The Board agrees to require that all supervisors, AFSCME employees and contractual employees at all worksites shall use applicable personal protective equipment (PPE) specified for their position and duties at all times. In addition, employees shall wear face coverings inside BCPS facilities when in close proximity (less than six (6) feet) to other personnel and/or as defined and posted at the facility in accordance with CDC guidelines.

4. **Office of Facilities Construction and Improvement** personnel shall be deployed as follows:
   
a. **AFSCME** represented employees shall be assigned to work their regular hours on a four (4) days on and one (1) day off weekly schedule (i.e., eight (8) work days within a ten (10) work days cycle) and shall be paid straight time.

b. If AFSCME members are directed by their supervisors to work additional hours/days beyond their scheduled work hours/days, they shall be paid time and one-half for each hour worked beyond their scheduled thirty-two (32) hours. The supervisor shall report the overtime hours worked to the Office of Payroll for processing.

c. **All Office of Facilities Construction and Improvement employees shall not use Kronos for normal clock in or clock out and shall not be subject to discipline for its non-use for the duration of this MOU.**

d. AFSCME employees are responsible for informing their supervisors of their inability to work and will advise their supervisors of the applicable form of leave (e.g., sick, urgent personal business, vacation) that will be used by the supervisor to record the leave in Kronos. Supervisors will review Kronos timecards for accurate leave reporting. If an employee is expected to be out for ten (10) days due to personal illness, supervisors shall send a Report of Extended Absence to the Absence Management Office.

e. Supervisors will ensure all social distancing measures (maintaining six feet distance between all employees) are followed to include but not limited to having one employee per government vehicle and following the most current CDC recommendations and guidelines as to the number of personnel allowed at a worksite based on square footage.

f. More than one employee per government vehicle will only be allowed if the passenger employee(s) volunteer to be transported in the vehicle, the driver is in agreement, and all employees wear face coverings.

g. Employees who report to a central location are encouraged to drive their personal vehicles to school work sites and will be reimbursed at the Internal Revenue Service standard mileage rate. Reimbursement shall require the submission of an approved Office of Accounting and Financial Reporting’s Routine Business Travel Reimbursement Voucher.

h. The Board agrees to require that all supervisors, AFSCME employees, and contractual employees at all worksites shall use applicable personal protective equipment (PPE) specified for their position and duties at all times. In addition, employees shall wear face coverings inside BCPS facilities when in close proximity (less than six (6) feet) to other personnel and/or as defined and posted at the facility in accordance with CDC guidelines.
5. **Office of Facilities Support Services – Grounds Maintenance and Office of Logistics**

   personnel shall be deployed as follows:

   a. AFSCME represented employees shall be assigned to work their regular hours on a four (4) days on and one (1) day off weekly schedule (i.e., eight (8) work days within a ten (10) work days cycle) and shall be paid straight time.

   b. If AFSCME members are directed by their supervisors to work additional hours/days beyond their scheduled work hours/days, they shall be paid time and one-half for each hour worked beyond their scheduled thirty-two (32) hours. The supervisor shall report the overtime hours worked to the Office of Payroll for processing.

   c. All Office of Facilities Support Services employees shall not use Kronos for normal clock in or clock out and shall not be subject to discipline for its non-use for the duration of this MOU.

   d. AFSCME employees are responsible for informing their supervisors of their inability to work and will advise their supervisors of the applicable form of leave (e.g. sick, urgent personal business, vacation) that will be used by the supervisor to record the leave in Kronos. Supervisors will review Kronos timecards for accurate leave reporting. If an employee is expected to be out for ten (10) days due to personal illness, supervisors shall send a Report of Extended Absence to the Absence Management Office.

   e. Supervisors will ensure all social distancing measures (maintaining six feet distance between all employees) are followed to include but not limited to having one employee per government vehicle and following the most current CDC recommendations and guidelines as to the number of personnel allowed at a worksite based on square footage.

   f. More than one employee per government vehicle will only be allowed if the passenger employees volunteer to be transported in the vehicle, the driver is in agreement and all employees wear protective masks.

   g. Employees who report to a central location are encouraged to drive their personal vehicles to school work sites and will be reimbursed at the Internal Revenue Service standard mileage rate. Reimbursement shall require the submission of an approved Office of Accounting and Financial Reporting’s Routine Business Travel Reimbursement Voucher.

   h. The Board agrees to require that all supervisors, AFSCME employees and contractual employees at all worksites shall use applicable personal protective equipment (PPE) specified for their position and duties at all times. In addition, employees shall wear face coverings inside BCPS facilities when in close proximity (less than six (6) feet) to other personnel and/or as defined and posted at the facility in accordance with CDC guidelines.

The Parties agree that AFSCME members who feel that they qualify for the Families First Coronavirus Response Act’s (FFCRA) Emergency Paid Sick Leave (for illness from coronavirus) or Emergency Paid Family Leave (to care for a family member for reasons related to coronavirus) shall contact the Office of Benefits and Leaves for further information and to apply and submit required qualifying documentation. The Parties agree that those employees who qualify and are approved for a FFCRA leave shall not be required to use personal time (sick or vacation) and shall be paid in accordance with the provisions of the Act. The Parties further recognize, however, that
employees shall be required to use personal time (sick or vacation) once FFCRA authorized leave is exhausted and that such absences shall be reported to the Absence Management Office.

The Parties agree and understand that employees who may be exposed to COVID-19 while working at a BCPS worksite, shall be contacted by Health Services and shall be given dates of mandatory exclusion (mandatory quarantine at home due to exposure) and shall be provided further Health Services’ instructions relative to their absence and their return to work.

The Parties acknowledge and understand that AFSCME represented employees may be required to work their assigned positions or to provide assistance outside of their normal duties so long as those duties are reasonably related to the employee’s job and the employee is able to perform the work.

The Parties recognize and agree that, as BCPS follows state and county reopening guidelines as part of Maryland’s Roadmap to Recovery, AFSCME employees will be required to report to worksites and observe normal work hours.

The Parties agree to abide by current CDC Guidance on Coronavirus (COVID-19) and CDC’s Interim Guidance for Businesses and Employers as well as all state and federal laws, directives and guidance relative to Coronavirus as it applies to the school system, its employees, their employment status and benefits.

In the event that federal, state or local law is enacted or amended to provide employee rights that are greater than those provided in this MOU or the Parties’ collective-bargaining agreement, those rights will prevail and the parties shall meet as soon as practicable to coordinate the provision of those benefits.

The Parties recognize that this MOU is based upon extreme and unusual circumstances and does not establish precedent or commit the Board to future obligations. While the parties have made a good faith effort to be inclusive of all employee situations, it is recognized that any matter not specifically covered by this MOU will be addressed at the time it becomes known by the Parties.

AFSCME and the Board further agree to coordinate the appropriate dissemination of the MOU on a mutually agreed upon date prior to the date that the MOU becomes effective.

This MOU will be in effect starting Monday, July 6, 2020 and ending Friday, August 28, 2020, or upon the execution of a subsequent MOU by mutual agreement of the Parties or upon the suspension of the state of emergency.