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 that the MOU dated July 6, 2020 shall be extended through Friday, September 11, 2020 and that the following work schedules and working conditions for AFSCME represented employees shall be in effect starting Saturday, September 12, 2020, or upon a change to state or federal guidelines or the execution of a subsequent MOU by mutual agreement of the Parties.

COVID-19 & General Considerations

1. The Parties agree to revisit the terms and conditions of this Memorandum of Understanding (MOU) should any future announcements from the President, Governor, County Executive Officer and/or Maryland State Department of Education require the adjustment or alteration of any conditions contained herein. The Parties further recognize that all AFSCME employees generally will be required to return to work and observe established work hours when BCPS reopens in accordance with state and county guidelines as part of Maryland’s Roadmap to Recovery or when the state of emergency is lifted by the Governor. In accordance with the state, county, and CDC Guidance on Coronavirus (COVID-19), employees may be directed to return to work on a staggered school/office/worksite schedule or work remotely when possible and appropriate.
2. The Board and AFSCME agree to abide by 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 (COVID-19) as it applies to the school system, its employees, their employment status and benefits.

3. The Board and AFSCME agree that all employees who are working on-site must complete Safe Schools BCPS COVID-19 training and sign the COVID-19 Employee Expectations and Acknowledgement Form. The Parties further agree that AFSCME employees should review the attached BCPS Office of Health Services document entitled “COVID 19 and Schools – Reducing the Risk”.

4. The Parties agree that employees who feel ill shall contact their supervisor and shall not report to work. The Parties further agree that employees who report to worksites shall do so with the appropriate face covering. Hand sanitizer shall be available at all BCPS worksites. The Board shall work in collaboration with the Association to provide safety guidelines and protocols for staff.

5. AFSCME and the Board agree that employees are to be discouraged from using other workers’ phones, desks, offices, vehicles or other work tools and equipment, when possible.

6. The Parties agree that non-BCPS personnel and students who may be given access to BCPS facilities and potentially come into contact with AFSCME members will be required to use face coverings and follow CDC recommended guidelines and school system protocols.

**Compensation**

1. The Board agrees to maintain compensation for regular full-time and part-time ten-month and twelve-month benefited AFSCME employees at their regular rate of pay and that they will accrue appropriate leave and other benefits for the FY 21 budget year in accordance with the Agreement between the Board and AFSCME. This includes employees on Board approved leaves.

2. During the State and National Emergency Associated with the Coronavirus/COVID-19, normal payroll deductions will continue (i.e. medical/dental, mandatory pension contributions, state and federal deductions, union dues, etc.). Employees may elect to modify voluntary contributions such as additional W-4 deductions and 403(b) and 457(b) contributions.

**Working Conditions and Employee Rights and Responsibilities**

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

2. 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.

3. 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.

4. The Board and AFSCME agree to abide by OSHA guidelines.

5. The Parties agree to consider all mission appropriate scheduling alternatives such as staggered work schedules and work hours to abide by CDC guidelines and to ensure adequate physical distancing among employees in the workplace.

6. The Parties agree to meet and reevaluate the provisions of this MOU should the Governor of Maryland or Baltimore County Executive Officer issue a stay-at-home order.

7. If 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.

8. **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.
   d. Starting on September 12, 2020, all AFSCME Office of Facilities Operations employees reporting to work shall use Kronos for normal clock in or clock out and shall be subject to discipline for its non-use for the duration of this MOU. AFSCME employees shall wear face coverings and maintain requisite social distancing when clocking in to and out from work.
   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. Supervisors will manually record eight hours of “Regular Pay” in Kronos for every employee, every week to account for the one (1) day off in the weekly schedule. If an employee is expected to be out for ten (10) days due to personal illness, including BCPS operational days in which the employee was not scheduled to work.
as part of the 4-on, 1-off schedule, 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 agrees and all employees wear protective masks.

h. Employees who report to a central location are encouraged to drive their personal vehicles to school worksites 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 will use applicable personal protective equipment (PPE) that is specifically supplied for their position and duties at all times. In addition, employees shall maintain social distancing whenever possible and 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.

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

a. All AFSCME OFNS 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.

b. All AFSCME OFNS employees reporting to work during the duration of the MOU and who customarily use Kronos, shall use Kronos for normal clock in or clock out and shall be subject to discipline for its non-use. AFSCME employees shall wear face coverings and maintain requisite social distancing when clocking in to and out from work.

c. Kronos managers shall continue to review and approve timecards for employees supporting the school meals program.

d. OFNS ten-month cafeteria staff will be compensated in accordance with pay schedules effective July 1, 2020.

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, including BCPS operational days in which the employee was not scheduled to work as part of the 4-on, 1-off schedule, 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) that is specifically supplied for their position and duties at all times. In addition, employees shall maintain social distancing whenever possible and 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.

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

   a. Twelve (12) month AFSCME represented employees shall work their regular hours on a four (4) days on and one (1) day off 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 4-on and 1-off work schedule of employees at some facilities to guarantee CDC guidelines relative to social distancing are maintained.

   b. Bus drivers and bus attendants may be utilized to assist the Office of Food and Nutrition Services with the delivery of food and the distribution/collection of materials, other associated transportation tasks as well as participation in professional learning events; bus drivers and bus attendants 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. Starting on September 12, 2020, all twelve (12) month AFSCME Office of Transportation employees, excluding Routing Assistants, shall use Kronos for normal clock in or clock out and shall be subject to discipline for its non-use for the duration of this MOU. AFSCME employees shall wear face coverings and maintain requisite social distancing when clocking in and out from work.

   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. Supervisors will manually record eight hours of “Regular Pay” in Kronos for every employee, every week to account for the one (1) day off in the weekly schedule. If an employee is expected to be out for ten (10) days due to personal illness, including BCPS operational days in which the employee was not scheduled to work as part of the 4-on, 1-off schedule, supervisors shall send a Report of Extended Absence to the Absence Management Office.

   f. Authorized and trained employees may work and report remotely through Kronos. A list of these employees shall be timely provided to the Office of Payroll to ensure accurate payroll. Supervisors will adjust timecards to include time due to
the employee as agreed upon in this MOU. Twelve-month routing assistants, 10-month bus drivers and 10-month bus attendants who are exception paid will report their leave and hours worked using Miscellaneous Green time sheets.

g. Supervisors will ensure all social distancing measures are followed to include but not limited to having one employee per government vehicle, excluding school buses, and following CDC guidelines as to the number of personnel allowed at a worksite based on square footage. Appropriate distancing in accordance with Maryland Roadmap to Recovery guidelines shall be followed on school buses.

h. More than one employee per government vehicle, excluding school buses, will only be allowed if the passenger employee(s) volunteer to be transported in the vehicle, the driver agrees, and all employees wear face coverings. Appropriate distancing in accordance with Maryland Roadmap to Recovery guidelines shall be followed on school buses.

i. The Board agrees to require that all supervisors, AFSCME employees and contractual employees at all worksites shall use at all times applicable personal protective equipment (PPE) that is specifically supplied for their position and duties at all times. In addition, employees shall maintain social distancing whenever possible and 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.

11. **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.

   c. Starting September 12, 2020, all Office of Facilities Construction and Improvement employees shall use Kronos for normal clock in or clock out and shall be subject to discipline for its non-use for the duration of this MOU. AFSCME employees shall wear face coverings and maintain requisite social distancing when clocking in to and out from work.

   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, including BCPS operational days in which the employee was not scheduled to work as part of the 4-on, 1-off schedule, 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 worksites 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) that is specifically supplied for their position and duties at all times. In addition, employees shall maintain social distancing whenever possible and 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.


   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.

   c. Starting September 12, 2020, all Office of Facilities Support Services employees shall use Kronos for normal clock in or clock out and shall be subject to discipline for its non-use for the duration of this MOU. AFSCME employees shall wear face coverings and maintain requisite social distancing when clocking in to and out from work.

   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. Supervisors will manually record eight hours of “Regular Pay” in Kronos for every employee, every week to account for the one (1) day off in the weekly schedule. If an employee is expected to be out for ten (10) days due to personal illness, including BCPS operational days in which the employee was not scheduled to work as part of the 4-on, 1-off schedule, 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 agrees and all employees wear protective masks.
g. Employees who report to a central location are encouraged to drive their personal vehicles to school worksites 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) that is specifically supplied for their position and duties at all times. In addition, employees shall maintain social distancing whenever possible and 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.

Personnel Actions, Leaves and the Families First Coronavirus Response Act Emergency Paid Sick Leave

1. The Master Agreement between AFSCME and the Board shall be followed upon the resumption of full on-site, partially on-site, and/or during remote operations with the following considerations:

   a. Grievances/Administrative Appeals/Arbitrations - All grievances, 4-205 administrative appeals and requests for arbitrations shall be filed in accordance with the Master Agreement. Grievances, appeals and arbitrations will be filed in accordance with the Master Agreement and/or Board policy. All communication relating to all grievances, appeals and arbitrations may be submitted electronically. Hearings may be conducted by mutual agreement either remotely or in person. If conducted in-person, the hearings shall be held in strict compliance with the guidance issued by the CDC, the Maryland Department of Health and the Governor’s office regarding Coronavirus (COVID-19) to include the use of face coverings and the maintenance of social distancing.

   b. Administrative Leave - All AFSCME represented employees placed on administrative leave pending an investigation will remain on administrative leave with full pay and benefits until the Board can fully complete their investigation. If, however, completed investigations determine that employees may be returned to work, the AFSCME represented employees will be removed from administrative leave and will be allowed to resume their duties.

      (i.) Employees shall receive all due process rights, to include any in-person or remote meetings with administration prior to dispensing any disciplinary action, as defined in the Master Agreement.

      (ii.) Meetings may be conducted by mutual agreement either remotely or in person. If a meeting is conducted in-person, it shall be held in strict compliance with the guidance issued by the CDC, the Maryland Department of Health and the Governor’s office regarding Coronavirus (COVID-19) to include the use of
face coverings and the maintenance of social distancing. In either instance, the Parties agree that the union shall be notified, and the employee provided with documentation relevant to the disciplinary action being considered at least twenty-four (24) hours prior to the hearing.

2. All AFSCME represented employees on sick leave, eligible for sick leave bank regardless of their claim status, utilizing the sick leave bank or utilizing FMLA will continue to receive compensation and benefits as defined by law without incurring loss of sick days, sick leave bank days or FMLA days.

3. The Parties agree that AFSCME members who feel that they qualify for the Families First Coronavirus Response Act’s (FFCRA) (https://www.dol.gov/agencies/whd/pandemic/ffcra-employee-paid-leave) 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.

4. Employees who becomes ill with COVID must report their status to their supervisor/administrator. Supervisors/administrators must report COVID cases to Health Services. Employees with COVID may apply for FFCRA if they are too ill to report to a worksite or work remotely. After two weeks of FFCRA, employees who are unable to return to work will be required to use personal illness for their continued absence. Employee must contact the Nurse Case Manager in the Office of Absence Management to provide medical clearance documentation before returning to work.

5. Employees who are exposed to COVID in their communities and who are not positive or who are awaiting test results must report their status to their supervisors and the Nurse Case Manager in the Office of Absence Management, remain at home, and may apply for FFCRA. Employees who are close contacts of persons in the community with COVID-19 disease should report this to their immediate supervisor, Health Service and the Nurse Case Manager in the Office of Absence Management and should remain home until cleared by Health Services to return to work.

6. The Parties agree and understand that employees who are determined to have had close contact with a person with COVID-19 disease 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. Employees who are directed to quarantine and remain off work shall have the absence coded as “other board business”. Employees who become ill with COVID will report their status to Health Services and may apply for FFCRA and follow the procedures delineated in paragraph four (4). Employees who test positive for COVID or who
are quarantined for possible COVID must provide return to work documentation to Nurse Case Manager in Absence Management.

**Dissemination and Duration of MOU**

1. 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.

2. 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.

3. 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.

4. This MOU will be in effect starting Saturday, September 12, 2020 and ending Friday, January 28, 2021, which is the end of the first semester, or upon resumption of normal operations or the execution of a subsequent MOU by mutual agreement of the Parties or upon the suspension of the state of emergency.

AFSCME:  
Bryan Epps  
Printed Name  

Bryan A Epps  
Signature  09/03/2020  
Date  

BOE:  
George M. Duque  
Printed Name  

George M. Duque  
Signature  September 3, 2020  
Date  

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