

2006-2007

# **Supplement**

to the

## **MASTER AGREEMENT**

between

**Council 67/Local 434**

of the

**AMERICAN FEDERATION OF STATE, COUNTY,  
AND MUNICIPAL EMPLOYEES, AFL-CIO**

and the

**BOARD OF EDUCATION  
OF BALTIMORE COUNTY**

**July 1, 2006 - June 30, 2007**

**(This Document Replaces All Prior Supplements.)**

## ARTICLE VII – ABSENCES AND LEAVES

### 12. UNIFIED SICK LEAVE BANK

**PURPOSE.** The Board of Education (BOE) will provide a Unified Sick Leave Bank (USLB) benefit to employees represented by the BOE’s bargaining units, and to non-represented administrative assistants and management employees. The purpose of the USLB is to provide a vehicle through which employees may donate their accrued sick leave for other eligible employees to use. This additional paid sick leave may be granted to employees who have exhausted their accumulated sick leave and urgent personal business days.

**DEFINITION.** The USLB may grant additional paid sick leave to an employee who through catastrophic illness, injury, or quarantine is unable to perform the duties of his/her position. Under a qualifying illness or injury, sick leave from the bank may also be granted for medical, dental, or optical examinations, or treatments that are impossible to schedule on non-duty days. Only the individual employee may use the USLB for his/her personal illness or injury. The USLB may not be used to be absent from work to care for members of the employee’s family. Sick leave from the bank may not be granted when the employee has an active Workers’ Compensation claim or when the employee is receiving compensation from Workers’ Compensation. The USLB may not be used by an employee who is eligible for disability retirement to postpone that retirement. In no case will the granting of leave from the bank cause an employee to receive more than his/her regular annual salary.

**ELIGIBILITY.** All bargaining unit-represented employees will be automatically enrolled in the USLB once the following eligibility criteria are met:

**10-MONTH EMPLOYEES.** 10-MONTH EMPLOYEES WHO HAVE COMPLETED ONE YEAR OF CONTINUOUS SERVICE AND WHO HAVE ACCUMULATED 20 DAYS OF SICK LEAVE WILL BE AUTOMATICALLY ENROLLED IN THE USLB.

**12-MONTH EMPLOYEES.** 12-MONTH EMPLOYEES WHO HAVE COMPLETED ONE YEAR OF CONTINUOUS SERVICE AND WHO HAVE ACCUMULATED 24 DAYS OF SICK LEAVE WILL BE AUTOMATICALLY ENROLLED IN THE USLB.

Employees meeting the eligibility requirements will be assessed a contribution when enrolled. The initial

assessment and subsequent employee contributions will be based upon the needs of the USLB as determined by its governing committee.

**OPT OUT** - An employee who is eligible for membership in the USLB may ‘opt out’ for any reason by notifying the USLB in writing of his/her desire to withdraw from the USLB. Employees who opt out of the USLB will remain eligible for membership and may request to be re-enrolled by making a written request to the USLB. Employees who have opted out and request to be re-enrolled must meet the eligibility requirements. Employees who opt out in the fiscal year the initial assessment is made will have that sick leave time returned to them.

**USE OF THE USLB.** Employees must use all accumulated sick and urgent personal business leave prior to drawing from the USLB. The life time total that an employee may draw from the USLB is one (1) year. One year is equal to the number of duty days for 10-month employees and is equal to 245 duty days for 12-month employees. The USLB will not be charged for holidays, compensable non-duty week days, or vacation days.

**USLB GOVERNING COMMITTEE.** Each union will appoint a USLB governing committee from its membership. The committee shall meet as needed to: review and verify employee requests to draw from the bank; recommend the approval or denial of such requests to the employee, to the Office of Risk Management and to other Board of Education (BOE) offices, as necessary; and to review the decision of the Manager of the Office of Risk Management regarding approval or denial of the request

to draw from the USLB. Representatives of the committees shall meet with representatives of the BOE to develop procedural rules for the administration of the USLB. After approval by the Superintendent and the bargaining units, the USLB rules shall be distributed to employees. The representatives of the committees shall meet at least once annually with representatives of the BOE to review the rules and procedures of the Unified Sick Leave Bank, and to make recommendations for revisions to the rules and/or procedures.

**APPEALS.** Appeals of decisions of the Office of Risk Management may be made in writing within ten (10) duty days to the Assistant Superintendent, Department of Human Resources and Government Relations. Pending the outcome of the appeal to the Assistant Superintendent, the employee will continue to be covered by the sick leave bank.

## **ARTICLE IX - EDUCATIONAL ASSISTANCE BENEFIT**

### **1. Financial Assistance**

The Educational Assistance Program is designed to provide financial assistance for college course work, technical training classes, and prorated CEUs to permanent, non-exempt personnel who wish to attend outside training courses to improve performance in their present position, enhance their skills, or to prepare themselves for promotion within the educational system.

An employee must file a *Classified Employees Request for Reimbursement* form to secure the prior approval for reimbursement. The forms may be obtained from the principal or other appropriate administrator and should be forwarded to the Office of Personnel prior to taking the course. Employees shall be eligible for up to one hundred twenty-five dollars (\$125) per credit hour for tuition and fees upon successfully completing the course requirements as determined by a grade report of C or better, transcript, or certificate of completion. Only nine (9) semester hours will be honored per fiscal year.

## **ARTICLE X - TRANSPORTATION REIMBURSEMENT**

The authorized use of an employee's personal car for transportation to accomplish his assigned duties shall be reimbursed at the rate established by the Internal Revenue Service. The use of a personal automobile may be authorized for:

1. Attendance at a meeting called by an appropriate administrator.
2. Travel at the direction of the appropriate administrator.

Reimbursement will be made subject to completion of necessary form. No reimbursement of less than fifteen dollars (\$15.00) will be paid to an employee during any period of six (6) months or less.

Expense reports for July 1 to December 31 must be submitted by January 15. Expense reports for January 1 to June 30 must be submitted by July 10.

When computing mileage, the employee's normal round-trip commuting distance to his regularly assigned location shall be subtracted from the total mileage incurred. Those employees

without a regularly assigned work location (painters, stationary crews, roofing inspectors) will be assigned to a specific location at the beginning of each fiscal year for the purpose of computing their travel reimbursement. Transportation reimbursement shall be provided for an employee traveling to a medical facility from his/her work location and back to the work location, due to an injury on the job. Transportation reimbursement shall be provided for an employee traveling to and from a medical facility from his/her legal residence when required and confirmed in writing by the medical facility personnel.

## **ARTICLE XI - HOLIDAYS**

### **1. Recognized Holidays**

The following days shall be recognized as holidays by the Board of Education:

Independence Day, Labor Day, Thanksgiving Day, Day following Thanksgiving, Christmas Eve, Christmas Day, New Year's Eve, New Year's Day, Martin Luther King, Jr.'s Birthday, Good Friday, Easter, Memorial Day, Election Days (Baltimore County)

The school calendar shall be established by the Board of Education in accordance with Article 7-103 of the Annotated Code of Maryland and other applicable law.

Holidays which fall on Saturday or Sunday will be observed on either the Thursday or Friday immediately preceding the holiday or the Monday or Tuesday immediately following the holiday. Holiday leave will not be deducted from any other leave earned by an employee.

If an employee is absent in unpaid status on his duty day prior to (a) holiday(s) or his duty day following (a) holiday(s), no salary payment will be made for such (a) holiday(s). A new employee or an employee returning from leave shall not be eligible for holiday pay unless he has been in pay status on the duty day immediately prior to the holiday. An employee who resigns or is terminated prior to a holiday shall not be paid for that holiday.

## **ARTICLE XV - JOB SECURITY AND TRANSFERS**

**No change to sections 1, 3, 4, 6.**

### **2. Posting of Vacancies**

All permanent positions that are not filled through the transfer process shall be posted by electronic mail at all work locations, the Employment Opportunity Line (410.887.4080) and by written copy of specific information to all work locations for no less than ten (10) duty days before the position is filled. A copy of such notices shall be sent to the Union upon its release. Any candidate who desires to be considered shall submit a written application to the Office of Personnel during the posting period. The Office of Personnel, after receiving written applications, shall screen to determine those applicants who will be contacted for an interview.

Employees of the Board of Education shall be considered first and take precedence over outside applicants for these positions, provided the employee possesses the qualifications required for the job

opening that are equal to those of outside applicants. Where experience and competency are equal, seniority shall prevail in the selection between two (2) or more employees.

Employees applying for a position shall be notified of their selection or rejection, and the reason for the rejection, within twenty (20) duty days after a decision has been made.

If a position that was posted and filled becomes vacant within ninety (90) days, the Board may select a candidate from the original group of applicants without repeating the process.

## **5. Promotion – Demotion**

### **PROMOTION**

The term promotion, as used in this provision, means the advancement of an employee to a higher paying classification.

Promotion from one pay grade to the next consecutive pay grade shall be made in such a manner that the employee promoted shall move the current step on the salary schedule for the new pay grade. If the promotion is two (2) pay grades, the new rate shall be not less than ten per cent (10%) more than the rate received immediately prior to such promotion. If the promotion is three (3) or more pay grades, the new rate shall be not less than fifteen per cent (15%) over the rate received immediately prior to such promotion. In no case shall a promoted employee receive less than the minimum of the new grade.

Matters related to promotions may be subject to the grievance procedure, but only for reasons of alleged arbitrariness or failure to follow procedures.

### **DEMOTION**

The term demotion, as used in this provision, means the movement of an employee to a lower paying classification.

When an employee is demoted, his pay shall be adjusted in a manner opposite to a promotional adjustment. This adjusted salary is not to exceed the highest step on the applicable grade of the new position.

Matters related to demotions may be subject to the grievance procedure, but only for reasons of alleged arbitrariness or failure to follow procedures.

## **ARTICLE XVII - SAFETY AND HEALTH**

### **8. Procedure in Case of Threat (Assault) and/or Physical Attack (Battery)**

Any case of threat (assault) and/or physical attack (battery) upon a staff member while acting within the scope of his/her duties shall be promptly reported to the supervisor. The scope of the employee's duties, in such cases, shall be defined to include the regular workday, and any extra-curricular activity or duty, whether school-sponsored or PTA-sponsored.

Administrators shall proceed in accordance with the *Critical Response and School Emergency Safety Management Guide, Workplace Violence: Guidelines for Administrators Dealing with Threat and Physical Attack on a Staff Member*.

The administrator/supervisor shall share with the employee all information relative to the immediate threat and/or physical attack relating to the persons involved, that is not legally prohibited, and will act in appropriate ways as liaison between the employee(s), the police, and the courts. The administrator, supervisor, Executive Director, or a member of the Superintendent's staff will appear

with the employee at any consequent hearing.

Staff members shall report to the appropriate administrator/supervisor any threats of civil or criminal action against them arising out of and in the course of their employment. Union members are also encouraged to contact their Association.

## **ARTICLE XVIII – Bus Drivers and Attendants**

### **1. Leaves, Vacations, Holidays**

c. Two (2) inclement weather days are available to be used automatically when schools are closed. Drivers assigned to a non-public school route during inclement weather will be compensated at a rate to be determined administratively.

### **9. Summer Work**

During the summer, the normal workweek will be a minimum of (20) hours, Monday through Friday, for the duration of the scheduled summer school session or non-public school schedule. It will be comprised of one of the workday configurations below, plus extra duty assignments including but not limited to the following examples:

Field trips, maintenance runs, in-service activities, drug testing, committee assignments, stand-by, retraining, fueling, pre/post trip inspections.

Field trip and stand-by assignments will be made at least five (5) workdays in advance.

Evening assignments will be made at least ten (10) workdays in advance.

Drivers and attendants given evening assignments will not be given additional field trip or stand-by assignments between their a.m. /p.m. assignment on the day of that evening assignment. Evening assignments are defined as work that occurs after the scheduled p.m. route.

The normal workday will fall under one of the following configurations:

An a.m., p.m. route

An a.m., noon, p.m. route

An a.m., p.m., evening route

Each driver and attendant will be paid his/her regular rate of pay, 15 minutes each day for pre/post trip inspections.

Extra duty assignments will be based upon seniority.

### **10. Assignment of Summer Work**

a. Work assignments are based on seniority by parking locations. A seniority list of all full-time drivers and attendants and a seniority list of all part-time drivers and attendants assigned

to the lot shall be maintained and posted at the lot, on the bulletin board. The list shall contain the driver's name and adjusted hire date and the attendant's name and adjusted hire date. All requests by regular drivers and attendants for summer work must be honored before summer work is offered to substitute drivers and attendants.

b. The Office of Transportation will complete the summer work assignment preparation 2 days prior to the start of the scheduled summer program. Every effort will be made by the Office of Transportation to honor, by seniority, assignments requested on the will/will not cards that are received after the preparation deadline.

c. The final assignment of work is subject to the review by the Director of Transportation. This review will focus on overall performance and will consider attendance and recommendations by school administrators.

d. The President of the Union will give the Director of Transportation a list of designated union representatives who will be given the opportunity to review the final assignments of A.M., P.M., and noon summer work assignments. The designated union representatives will be given a copy of these assignments. Copies of summer bus routes will be given to the Union President. Upon request, the Director of Transportation will provide the union president with a list of hours worked during the summer work program.

e. The Area Managers will consider the following in making the final summer work assignments:

- Employee work requests obtained from the will / will not cards, e.g., driver request mid-day work.
- Prepare a seniority list, by parking location, of full-time drivers and attendants and a seniority list of part-time drivers and attendants, which includes employee names, hire dates, and requests from the will/will not cards.
- Generate a list of routes, by parking location, to include number of scheduled daily hours, scheduled daily departure and return times, scheduled dates for the summer program, and name of summer program.
- Using the prepared seniority list as described above, the Area Managers will prepare the final summer work assignments.
- Using the seniority list as described above, resolve any conflict with the same hire date by selecting alphabetically.

f. The Office of Transportation will distribute the non-public summer school calendar to all drivers and attendants assigned to non-public summer programs.

## **11. Assignment of Summer Work to Special Needs Routes**

The Area Managers will consider the following when selecting drivers and attendants for special needs routes:

- a. Attendance
- b. Ability to build a rapport with school administrators and parents

- c. Recommendations from school administrators
- d. Length of service with Baltimore County Public Schools
- e. Demonstrated ability to work as part of a team
- f. Punctuality
- g. Physical ability to evacuate students with special needs
- h. Driving record
- i. Interest by the employee in working with students with special needs.

## **12. Dispute Resolution Concerning Summer Work**

It is agreed that any dispute between a driver and/or an attendant and/or representatives of the Office of Transportation resulting in discrepancies over the scheduled hours of summer bus routes will be reviewed by the Director of Transportation with a Union Representative if required, in an effort to resolve the issue. A representative of the Union and the Office of Transportation may accompany the driver to verify accuracy of the bus route.

### **Memorandum of Understanding Between American Federation of State, County, and Municipal Employees, AFL-CIO And The Board of Education of Baltimore County**

The Board of Education shall permit a representative of the Union designated by the President of AFSCME Local 434 to observe the interview process up to two (2) times a year. The absences shall be charged to Association/Conference Leave.

This MOU shall become effective July 1, 2005 and expire on June 30, 2007, unless otherwise extended.

### **Memorandum of Understanding Between American Federation of State, County, and Municipal Employees, AFL-CIO And The Board of Education of Baltimore County**

The Board of Education and AFSCME Local 434 agree that open positions should be filled by the best qualified candidates. To this end, the Board agrees to prepare and submit a report to AFSCME Local 434 detailing the number of postings and the way the openings were filled. Representatives of the Board and AFSCME will meet two times a year to discuss the contents of the report and the application of language in Article XV, Section 2. If the Board and the Union agree that the process is working in accordance with established Human Resources guidelines, then the agreed upon language in Article XV, Section 2 will remain in effect. If, however, the process is found to be discriminatory, arbitrary, or in violation of the Master Agreement, or established procedures\*, the following language will be removed from the negotiated agreement:

*, provided that the qualifications of the employee are equal to those of the outside applicant.*

This MOU shall be effective July 1, 2005 and expire on June 30, 2007, unless otherwise extended.

\* THESE PROCEDURES WILL BE DETERMINED JOINTLY BY REPRESENTATIVES OF THE BOARD AND THE UNION WITHIN 60 DAYS OF THE RATIFICATION OF THE CHANGES TO THE MASTER AGREEMENT.

**APPENDIX A**  
**BALTIMORE COUNTY PUBLIC SCHOOLS**

**Pay Scale for Hourly Employees, 2006-07**

**Custodial, Grounds, Maintenance, Operations, and Dispatchers**

**Drivers\*, Attendants, and Routing Assistants**

**Effective July 1, 2006**

Step	GRADE												Step
	01	02	03	04	05	06	07	08	09	10	11	12	
<b>01</b>	8.66	9.37	10.14	10.96	11.85	12.82	13.88	15.01	16.24	17.57	18.99	20.54	<b>01</b>
<b>02</b>	9.01	9.75	10.54	11.40	12.33	13.34	14.44	15.61	16.89	18.26	19.75	21.36	<b>02</b>
<b>03</b>	9.37	10.14	10.96	11.85	12.82	13.88	15.01	16.24	17.57	18.99	20.54	22.22	<b>03</b>
<b>04</b>	9.75	10.54	11.40	12.33	13.34	14.44	15.61	16.89	18.26	19.75	21.36	23.11	<b>04</b>
<b>05</b>	10.14	10.96	11.85	12.82	13.88	15.01	16.24	17.57	18.99	20.54	22.22	24.03	<b>05</b>
<b>06</b>	10.54	11.40	12.33	13.34	14.44	15.61	16.89	18.26	19.75	21.36	23.11	24.99	<b>06</b>
<b>31</b>	9.01	9.75	10.54	11.40	12.33	13.34	14.44	15.61	16.89	18.26	19.75	21.36	<b>31</b>
<b>32</b>	9.37	10.14	10.96	11.85	12.82	13.88	15.01	16.24	17.57	18.99	20.54	22.22	<b>32</b>
<b>33</b>	9.75	10.54	11.40	12.33	13.34	14.44	15.61	16.89	18.26	19.75	21.36	23.11	<b>33</b>
<b>34</b>	10.14	10.96	11.85	12.82	13.88	15.01	16.24	17.57	18.99	20.54	22.22	24.03	<b>34</b>
<b>35</b>	10.54	11.40	12.33	13.34	14.44	15.61	16.89	18.26	19.75	21.36	23.11	24.99	<b>35</b>
<b>36</b>	10.96	11.85	12.82	13.88	15.01	16.24	17.57	18.99	20.54	22.22	24.03	25.99	<b>36</b>
<b>61</b>	9.37	10.14	10.96	11.85	12.82	13.88	15.01	16.24	17.57	18.99	20.54	22.22	<b>61</b>
<b>62</b>	9.75	10.54	11.40	12.33	13.34	14.44	15.61	16.89	18.26	19.75	21.36	23.11	<b>62</b>
<b>63</b>	10.14	10.96	11.85	12.82	13.88	15.01	16.24	17.57	18.99	20.54	22.22	24.03	<b>63</b>
<b>64</b>	10.54	11.40	12.33	13.34	14.44	15.61	16.89	18.26	19.75	21.36	23.11	24.99	<b>64</b>
<b>65</b>	10.96	11.85	12.82	13.88	15.01	16.24	17.57	18.99	20.54	22.22	24.03	25.99	<b>65</b>
<b>66</b>	11.40	12.33	13.34	14.44	15.61	16.89	18.26	19.75	21.36	23.11	24.99	27.04	<b>66</b>
<b>91</b>	9.75	10.54	11.40	12.33	13.34	14.44	15.61	16.89	18.26	19.75	21.36	23.11	<b>91</b>
<b>92</b>	10.14	10.96	11.85	12.82	13.88	15.01	16.24	17.57	18.99	20.54	22.22	24.03	<b>92</b>
<b>93</b>	10.54	11.40	12.33	13.34	14.44	15.61	16.89	18.26	19.75	21.36	23.11	24.99	<b>93</b>
<b>94</b>	10.96	11.85	12.82	13.88	15.01	16.24	17.57	18.99	20.54	22.22	24.03	25.99	<b>94</b>
<b>95</b>	11.40	12.33	13.34	14.44	15.61	16.89	18.26	19.75	21.36	23.11	24.99	27.04	<b>95</b>
<b>96</b>	11.85	12.82	13.88	15.01	16.24	17.57	18.99	20.54	22.22	24.03	25.99	28.12	<b>96</b>

**Longevity Steps**

<b>10 years =</b>	<b>0.89</b>
<b>15 years =</b>	<b>1.53</b>
<b>20 years =</b>	<b>2.18</b>
<b>25 years =</b>	<b>2.81</b>
<b>30 years =</b>	<b>3.43</b>
<b>35 years =</b>	<b>4.10</b>
<b>40 years =</b>	<b>4.75</b>

**Shift Differentials**

<b>2nd Shift =</b>	<b>0.50</b>
<b>3rd Shift =</b>	<b>0.75</b>
<b>1st Shift NCW =</b>	<b>0.50</b>
<b>2nd Shift NCW =</b>	<b>0.75</b>
<b>3rd Shift NCW =</b>	<b>1.00</b>

**NCW = Non-consecutive Work Week**

**APPENDIX B  
FLEXIBLE BENEFITS PLAN 2005-2006**

Medical, Dental, and Vision Deductions for Full-Time Employees 9/1/2005-8/31/2006

<b>MEDICAL INSURANCE</b>			
	<b>Total Premium</b>	<b>Your Annual Share</b>	<b>Your Bi-Weekly Deduction*</b>
<b>Care First BlueCross BlueShield Triple Choice/MPOS</b>			
Individual	\$ 5,342.04	\$534.20	\$ 26.71
Parent/Child	10,584.00	1,058.40	52.92
Husband/Wife	12,748.08	1,274.80	63.74
Family	14,373.12	1,437.20	71.86
<b>Kaiser Permanente HMO (Maryland Only)</b>			
Individual	\$ 3,935.88	\$ 393.40	\$ 19.67
Parent/Child(ren)	7,478.28	747.80	37.39
Husband/Wife	9,249.36	924.80	46.24
Family	11,807.64	1,180.60	59.03
<b>Keystone Health Plan HMO (Pennsylvania Residents Only)</b>			
Individual	\$ 5,135.32	\$ 513.40	\$ 25.67
Parent/Child	10,013.64	1,001.20	50.06
Husband/Wife	11,297.88	1,129.60	56.48
Family	16,176.24	1,617.69	80.88
<b>DENTAL INSURANCE</b>			
	<b>Total Premium</b>	<b>Your Annual Share</b>	<b>Your Bi-Weekly Deduction*</b>
<b>CareFirst BlueCross BlueShield Preferred Dental</b>			
Individual	\$ 262.08	\$ 91.60	\$ 4.58
Parent/Child or Husband/Wife	567.72	198.60	9.93
Family	860.88	301.20	15.06
<b>CareFirst BlueCross BlueShield Maryland Dental</b>			
Individual	\$ 298.80	\$ 128.20	\$ 6.41
Parent/Child or Husband/Wife	626.64	257.40	12.87
Family	1,052.52	492.80	24.64
<b>CIGNA Dental DHMO</b>			
Individual	\$ 319.32	\$ 148.80	\$ 7.44
Parent/Child or Husband/Wife	611.88	242.60	12.13
Family	919.92	360.20	18.01
<b>Vision Insurance</b>			
<b>VISION SERVICE PLAN</b>			
	<b>Total Premium</b>	<b>Your Annual Share</b>	<b>Your Bi-Weekly Deduction*</b>
Individual (Free if FTE is .5 or greater)	\$34.32	\$ -	\$ -
Family (includes Parent/Child and Husband/Wife)	136.44	102.00	5.10

\*All employee benefits deductions are taken from 20 pay periods between September and June.