

2006-2007

Supplement

to the

MASTER AGREEMENT

between the

**Board of Education of
Baltimore County**

and

PSNA/SEIU LOCAL 1199

**(Representing the Elementary and Alternative School
Nurses Employed by the Board of Education of Baltimore
County)**

July 1, 2006 - June 30, 2007

(This Document Replaces All Prior Supplements.)

ARTICLE VI – PROTECTION OF NURSES

6.1 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 her/his duties shall be promptly reported to her/his principal/office head. The scope of the employee's duties in such cases shall be defined to include any extracurricular 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 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, Area Assistant Superintendent, or a member of the Superintendent's staff will appear with the nurse at any consequent hearing.

Staff members shall report to the appropriate administrator 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 VIII – ABSENCES AND LEAVES

8.11 Family Illness

Nurses may use a portion of their personal sick leave for illness in the immediate family. At the start of their leave accounting year, nurses will be advanced a maximum of 4 days from their personal sick leave to be used for illness in the family and they may accumulate up to a maximum of eight (8) days. Family Illness days are a part of a nurse's personal sick leave. Two (2) days of Family Illness leave shall be available to a father on the occasion of the birth of his child. The Manager of the Office of Staff Relations may approve additional days of Family Illness leave if the teacher has sufficient personal sick leave, and can provide medical documentation of the family member's illness, including the necessity for assisting the ill family member.

8.16 Court-Related Leave

Nurses may be absent without loss of pay to serve on a jury or to obey a summons issued by a legally-established court unless she/he is a defendant in court proceedings. Such absence is not charged to sick leave. A nurse receiving compensation for this duty shall receive his/her regular salary, less any compensation for such duty.

If a nurse defendant is found to be not guilty or in a civil case, disposition is in favor of the defendant by the court, the nurse shall be paid retroactively for time lost because of summons, provided verification of the verdict is provided within thirty (30) days of the absence. A nurse pleading nolo contendere shall not be paid.

A school nurse should notify her/his administrator, the Office of Staff Relations, and the Office of Health Services upon the receipt of a subpoena to appear in court. If a school nurse is required to appear in court as an approved representative of the BCPS during summer vacation, the nurse shall receive her/his daily rate of pay for their time participating in the proceedings.

8.17 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.

APPENDIX A

SALARY SCHEDULE, 2006-07

STANDARD PROFESSIONAL OR ADVANCED PROFESSIONAL CERTIFICATES

STEP	BA	MA	MA+30	MA+60	DOC	STEP
01	40,000	41,600	43,600	44,750	45,750	01
02	40,700	42,224	44,254	45,421	46,436	02
03	41,412	42,857	44,918	46,103	47,133	03
04	42,137	43,607	45,704	46,909	47,958	04
05	42,874	44,370	46,504	47,730	48,797	05
06	43,517	45,480	47,666	48,924	50,017	06
07	44,170	46,420	49,096	50,391	51,517	07
08	44,833	47,980	50,750	52,100	53,063	08
09	45,505	49,700	52,675	54,025	54,787	09
10	46,188	51,450	54,600	55,925	56,705	10
11		53,400	56,525	57,900	58,690	11
12		55,000	58,425	59,800	60,744	12
13		56,800	60,325	61,700	62,870	13
14		58,600	62,300	63,648	65,070	14
15						15
16		60,700	64,525	65,876	67,348	16
17						17
18						18
19		63,000	66,875	68,181	69,705	19
20						20
21						21
22		65,400	69,250	70,600	72,144	22
23						23
24		67,700	71,800	73,125	74,670	24
25						25
26		70,250	74,450	75,850	77,656	26
27						27
28						28
29						29
30						30

Step 1 is not negotiated; it is established by the Board of Education.

**APPENDIX B
FLEXIBLE BENEFITS PLAN 2006-2007**

Medical, Dental, and Vision Deductions for Full-Time Employees 9/1/2006-8/31/2007

MEDICAL INSURANCE	Total Premium	Your Annual Share	Your Bi-Weekly Deduction*
Care First BlueCross BlueShield Triple Choice/MPOS			
Individual	\$ 5,792.04	\$579.20	\$ 28.96
Parent/Child	11,475.57	1,147.40	57.37
Husband/Wife	13,821.95	1,382.00	69.10
Family	15,583.88	1,558.20	77.91
Kaiser Permanente HMO (Maryland Only)			
Individual	\$ 4,664.04	\$ 466.40	\$ 23.32
Parent/Child(ren)	8,861.88	886.00	44.30
Husband/Wife	10,960.68	1,096.00	54.80
Family	13,992.24	1,399.20	69.96
Keystone Health Plan HMO (Pennsylvania Residents Only)			
Individual	\$ 5,286.24	\$ 528.60	\$ 26.43
Parent/Child	10,308.36	1,030.80	51.54
Husband/Wife	11,630.40	1,163.00	58.15
Family	16,652.04	1,665.20	83.26
DENTAL INSURANCE			
	Total Premium	Your Annual Share	Your Bi-Weekly Deduction*
CareFirst BlueCross BlueShield Preferred Dental			
Individual	\$ 270.94	\$ 94.80	\$ 4.74
Parent/Child or Husband/Wife	586.91	205.40	10.27
Family	889.98	311.40	15.57
CareFirst BlueCross BlueShield Maryland Dental			
Individual	\$ 308.90	\$ 132.60	\$ 6.63
Parent/Child or Husband/Wife	647.82	266.20	13.31
Family	1,088.10	509.60	25.48
CIGNA Dental DHMO			
Individual	\$ 319.20	\$ 143.00	\$ 7.15
Parent/Child or Husband/Wife	611.76	230.20	11.51
Family	919.68	341.00	17.05
Vision Insurance VISION SERVICE PLAN			
	Total Premium	Your Annual Share	Your Bi-Weekly Deduction*
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.