

EXHIBIT K-1 AFSCME

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, 2003 – June 30, 2007

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DEFINITIONS

The following terms used in the Agreement refer to the definitions as listed below unless otherwise stipulated:

1. Board – The Board of Education of Baltimore County.
2. Representative Union – Maryland Public Employees, Council 67/Local 434 of the American Federation of State, County and Municipal Employees AFL-CIO.
3. Unit Member – any employee of the Board who is a member of the bargaining unit as defined by the Negotiations Law.
4. Negotiations Law – Title 6, Subtitle 5 of the Annotated Code of Maryland.
5. The male or female gender shall be read to include the other.

PREAMBLE

This agreement is made and entered into by and between the Board of Education of Baltimore County and Maryland Public Employees Council 67/Local 434 of the American Federation of State, County and Municipal Employees, AFL-CIO. It has as its purpose the promotion of harmonious relations between the Board and the Union; the establishment of an equitable and peaceful procedure for the resolution of differences; and the establishment of rates of pay, hours of work and other conditions of employment.

The Board and the Union mutually recognize that the laws of the State of Maryland and the bylaws of the State Board of Education authorize agreements arrived at through the process of negotiation.

ARTICLE I
Recognition

The Board of Education of Baltimore County recognizes Council 67/Local 434 of the American Federation of State, County and Municipal Employees, AFL-CIO as the exclusive bargaining representative for all employees in the bargaining unit on all matters related to wages, hours and other working conditions. This recognition is granted in accordance with the provisions of Title 6, Subtitle 5 of the Annotated Code of Maryland

The Union agrees to represent fully, without discrimination, all employees in the bargaining unit.

ARTICLE II
Board's Rights

1. Legal Authority

The Board on its own behalf, and on behalf of the citizens of Baltimore County, retains and reserves unto itself, without limitations, all powers conferred upon and vested in it by the laws and Constitution of the State of Maryland and/or the United States.

2. Managerial Rights

Subject to the provisions of this Agreement, the Board, through its administrative staff, shall be free to exercise all of its managerial rights and authority to the extent permitted by law.

ARTICLE III
Union's Rights, Privileges, and Responsibilities

1. Member's Protection

The provisions of this Agreement shall be applied equally to all employees in the bargaining unit without discrimination as to age, sex, marital status, race, color, creed, national origin or political affiliation. The Union shall share equally with the Board the responsibility for applying this provision of the Agreement.

The Board agrees not to interfere with the rights of employees to become members of the Union, and there shall be no discrimination, interference, restraint, or coercion by the Board of any Board representative against any employee because of Union membership or because of any employee activity in an official capacity on behalf

of the Union, or because of participation in the grievance procedure provided in this Agreement.

2. Union Representative Visits

Duly authorized representatives of the Union shall be permitted to meet with employees and transact Union business on school property. Prior notice of the requested visit is required with the principal or appropriate administrator. Upon the representative's arrival at any school, he must request authorization from the appropriate administrator or his designee, in order to facilitate the visit. The representative will be required to sign in and sign out at the school office.

3. Use of Facilities

The Union shall have the right to use school buildings for any lawful, non-commercial purpose without cost except for necessary custodial fees. Such use shall be by prior arrangement and with no interference to normal school operation.

The Union shall have the right to use school facilities and equipment, including typewriters, mimeographing machines, other duplicating equipment, calculating machines, and all types of audiovisual equipment at reasonable times, when such equipment is not otherwise in use and provided the user is qualified to operate the equipment and has obtained the approval of the principal or his/her designee. The Union shall pay for the costs of all materials and supplies incident to such use and shall be liable for any damage resulting from such use.

4. Bulletin Boards

Space on a bulletin board shall be provided by the Board for the use of the Union. The location of the bulletin board space shall be determined by the appropriate supervisor, in consultation with the Union.

5. Interschool Mail

The Union may use the interschool mail delivery service to distribute official Union material. The Board reserves the right to refuse to deliver any materials or communications which it deems to be illegal, libelous, or of a partisan, political nature.

6. Payroll Deduction, Dues

The Board agrees to deduct the Union membership initiation fee and dues from each regular pay of those employees who individually request in writing that such deductions be made. Such requests will remain in effect for subsequent years unless

written termination is sent to the Union by the employee by way of certified mail during the period from September 1 through September 10. The amounts to be deducted shall be certified to the Board by the Union. The aggregate deductions, together with an itemized statement, shall be remitted monthly to the Union. This authorization shall remain in effect during the term of this Agreement.

7. Payroll Deduction, Other

The Board shall provide for payroll deduction of the following:

a. The Board shall provide employees with a list of approved tax sheltered annuities and custodial companies. The selection of annuity and custodial account companies shall be made in consultation with representatives of the Board's bargaining units.

b. The Board shall provide for direct deposit through the Automated Clearing House.

c. First Financial Credit Union

d. Payroll Savings Bond Plan

e. Union endorsed/approved programs

Any alteration of the payroll deduction procedures for the above carriers shall be by mutual agreement of the Union and the Board.

8. New Employees and Employee Roster

The Board will provide to the Union a bi-weekly computer printout of the names, addresses, job locations, and job titles of the employees.

The Board will provide the Union a quarterly computer printout of all employees covered by this Agreement which shall include such data as determined by mutual agreement.

9. Board Meetings

The Union will be mailed a copy of Board Meeting agenda prior to meetings. A copy of Board minutes will be mailed to the Union promptly following such meetings. In order to present a proposal to the Board, the Union shall, upon request to the Superintendent, be included on the agenda of the next Board meeting. An official

representative of the Union may be recognized during Board meetings to offer comments germane to matters under consideration which would affect employees.

A copy of the Board agenda and exhibits (except those which cannot be released pending Board action, e.g., appointment of personnel) shall be sent to the Union prior to each regular meeting of the Board; a copy of the approved minutes of each meeting of the Board shall be sent to the Union.

10. Save Harmless

The Union shall indemnify and save the Board harmless against any and all claims, demands, suits and other liabilities arising from acts of commission or omission by the Union or its agents in respect to the provisions of items 6 and 7 of this article.

11. Property Loss

The Board shall assume liability for the value of personal property destroyed, lost, or damaged on their property as a result of an accident, vandalism, or theft under the following circumstances:

- a. The property was brought to work to be used as an adjunct to employment activities.
- b. Advanced permission to bring the equipment to work must be obtained in writing from the appropriate administrator.
- c. A recent appraisal indicating the value of the item along with accurate serial numbers and description must be filed with the administrator in advance.
- d. No coverage shall exceed one thousand dollar (\$1,000).
- e. Such coverage shall not apply if the negligence of the employee contributed to the loss.

12. Membership Materials

Union representatives may distribute Union membership materials at new employee orientation meetings conducted by the Board.

13. Agency Fee

An agency fee will be implemented when the Union attains 80% membership. The agency fee will go into effect in the fiscal year following this attainment. In the

event that membership falls below 75%, representatives of the Board and the Union will meet to review the circumstances upon which membership was reduced. The Board, after such review may, at its discretion, terminate the collection of agency fees. When 80% membership is achieved, all employees hired on or after July 1, 1996 will be effected.

14. Telephones

Officers of the Executive Board of AFSCME Local 434 and recognized shop stewards will be permitted to use office telephones, personal cell phones, and personal pagers for official union business during their duty free lunch period and at times authorized by their supervisors. No toll calls are permitted on BCPS phones.

ARTICLE IV Negotiation Procedures

1. Designation of Negotiators

Prior to September 1 of each year, the Board and the Union shall each designate in writing, to the other, the name of the chairman of its negotiating team.

Prior to November 1 of each year, the Board and the Union shall each designate in writing, to the other, not more than five (5) other official representatives to serve on its negotiating team. The negotiating teams of the Board and the Union may have four consultants in attendance at any time during the negotiating sessions. By mutual consent, the number of consultants on any given subject may be expanded. Notwithstanding the above requirement, the Board and the Union shall retain the right to replace the chairman or members of their teams at their individual discretion.

2. Proposals

a. Requests by the Union to amend the existing Agreement must be submitted in writing no later than November 15 of each school year in which the contract expires. The representatives of the Board shall submit a counter-proposal in writing to the Union no later than the second meeting following the November 15 deadline.

b. Any proposed changes in an existing Agreement between the Board and the Union shall be made as follows: Material to be deleted shall be placed in brackets; material to be added shall be underlined.

3. Time Limit - Impasse

Negotiations on all items submitted must be completed by January 15 unless the impasse procedure provided in Title 6, Subtitle 5 of the Annotated Code of Maryland is used.

Should either party suggest an impasse, the procedures as provided in Title 6, Subtitle 5 of the Annotated Code of Maryland, relating to impasse shall be followed.

If the parties are unable to agree upon a third panel member or obtain a commitment to serve within the specified period, a request for a list of qualified Panel members shall be made to the American Arbitration Association. All costs involving the neutral party shall be shared by the Board and the Union.

If the panel is activated, said panel shall within thirty (30) calendar days render a report setting forth its recommendations for the resolution of the impasse. The parties agree to cooperate with the panel and provide such information and assistance as it may request.

4. Ratification

Following the completion of the regular negotiation session, an Agreement shall be signed by the respective negotiating teams and shall be submitted to the parties for ratification. Within fifteen (15) calendar days of January 15 (or the report of an impasse panel), the parties shall notify each other of the results of the voting.

If the Agreement is not ratified by the respective bodies, either party may make recommendations for renegotiation. Either party may initiate a meeting for this purpose upon seven (7) calendar days' notice. This time may be reduced by mutual consent.

5. Meetings

Meetings during the regular negotiating period shall be scheduled by mutual consent. Either negotiating team may initiate such a meeting within five (5) calendar days' notice, in the absence of mutual consent. This provision shall prevail during a period of impasse as defined in Title 6, Subtitle 5.

6. Emergency Items

Emergency items may be negotiated other than during the regular negotiating period, upon the mutual consent of both the Union and the Board.

7. Meeting Places

Meeting places for negotiating shall be selected by members of the respective negotiating teams without restriction, except that reasonable steps shall be taken to assure privacy of discussion.

8. Renegotiation

If the Baltimore County Fiscal authorities, in exercising their authority under the law, reduce the budget recommendations of the Board, and such action makes it necessary for the Board to reduce one or more items that have been negotiated, such items and all other negotiated items that are dependent upon budget funding shall be subject to renegotiation. In the event that such negotiations are mandated, the parties agree to meet as soon as possible after the action of the fiscal authorities, but no later than June 2, and they agree to complete such renegotiation within five (5) calendar days.

If the parties are unable to reach agreement within five (5) calendar days, the impasse procedure provided by law shall be employed with the mutually agreed upon restriction that this impasse procedure shall not exceed ten (10) calendar days. This subsequent Agreement, including items agreed upon in the period of renegotiation, shall be direct and binding on all matters stated and referred to herein.

9. Printing and Distribution of Agreement

Upon ratification of this Agreement by the parties, such Agreement shall be printed in its entirety for distribution to all unit members by September 15. The parties shall prepare the final text of the ratified Agreement for printing and shall mutually share in the cost for printing. Distribution will be made by the Union using interoffice mail with labels, and interoffice envelopes provided by the Board, for each employee covered by this Agreement.

10. Non-arbitral

A dispute related to this article is not subject to arbitration.

ARTICLE V Grievance Procedure

1. Definitions

a. Grievance: A complaint by an employee, or, in the event of an action affecting Union rights, the Union concerning the interpretation, application, or alleged violation of an expressed provision of this agreement.

b. Grievant: A unit member making the claim.

c. Days: Refers to duty days unless otherwise specified.

d. Time limits: If the Board fails to answer within the time limits provided, the grievance may be appealed to the next step. If the grievant fails to appeal within the time limits provided, it shall be deemed as acceptance of the employer's disposition of the claim. Time limits may be extended by mutual agreement in writing.

e. Immediate Superior: The individual to whom the employee reports, either classified or professional.

f. Appropriate Administrator: The professional employee within the grievant's division to whom the individual is responsible.

g. Consolidated Grievance: A grievance may be consolidated when two or more bargaining unit members are grieving the same contractual language. This is not to be construed as a class action grievance.

2. Purpose

It is the intent of the grievance procedure to find equitable solutions to complaints or problems at the lowest possible administrative level. At any step of the grievance procedure, the employee has the prerogative to request the presence and service of Union representation. Union representation is defined as Council or International Union Representative and/or appropriate shop steward and/or local Union officer. The primary spokesperson will be identified at the beginning of the meeting. Meetings will be arranged at a mutually agreeable time. One Union official representing the grievant may be on the clock if the hearing is scheduled during the official's normal duty hours. This official shall be the chief steward or, if not available, an individual designated by the president of Local 434. The Union shall furnish to the Board a written list of the names of the chief steward and all other shop stewards and alternate stewards as they are designated. The Union shall notify the Board promptly

of any changes of such stewards. Should any question be raised regarding the stewardship of an area, the Board shall contact the chief shop steward.

3. Procedure

Step 1--The grievant with the Union representative shall discuss the grievance or dispute with his immediate superior within ten (10) working days from the date of the grievance or within ten (10) working days from the date that the employee could reasonably be expected to have knowledge of the grievance. The school or work location administrator is available to assist in the resolution of the grievance at this step.

Step 2--If a satisfactory settlement is not obtained, the grievant and his representative must submit the grievance in writing to the appropriate administrator within fifteen (15) working days of the supervisor's oral reply. The appropriate administrator will reply in writing within fifteen (15) working days after receipt of grievance.

Step 3--If the grievance has not been satisfactorily resolved at Step 2, the grievant may request in writing a discussion of the grievance with the appropriate Superintendent's Designee. Such request must be made within ten (10) working days after the appropriate administrator has responded in Step 2. Following discussions and investigations, the appropriate administrator shall respond, in writing, within ten (10) working days after the date of discussion. However, by mutual agreement, a later date may be established for the response of the appropriate administrator.

Step 4--If the grievant is not satisfied with the reply of the appropriate Superintendent's Designee, he may within ten (10) working days request, in writing, a hearing by the Superintendent or his representative. Following discussion and investigation, the Superintendent or his representative shall reply, in writing, within fifteen (15) working days after the date of discussion.

Step 5--*If the grievance is not settled on Step 4, the grievant and the Union may move the matter to arbitration under the Voluntary Labor Arbitration rules of the American Arbitration Association. If such action is determined, the Union must notify the Superintendent of its intent to appeal to arbitration with ten (10) days of receipt of the Superintendent's disposition of the claim.

* As a result of the decision by the Maryland State Board of Education (*Livers v. Board of Education of Charles County*), cases pertaining to discipline and discharge shall no longer be subject to arbitration. Administrative review pursuant to Section 4-205(c)(4) of the Education Article will govern appeals.

The jurisdiction and authority of the arbitrator and his opinion and award shall be confined to the expressed provision or provisions of this Agreement at issue between the Union and the Board. He shall have no authority to add to, alter, detract from, amend or modify any provision of this Agreement, or to make any award which will in any way deprive the Board of any of the powers delegated to it by law. The parties further agree to accept the arbitrator's award as final and binding upon them.

The arbitrator's decision shall be made within thirty (30) days of the conclusion of the presentation of the case. The cost for the services of the arbitrator shall be shared equally by the parties.

ARTICLE VI

Working Hours and Shift Differential

1. **Definitions:** Terms used in this section are to be defined as follows:

Calendar Day Worked: The day on which the shift begins.

Duty Days: The days an employee is scheduled to work.

Non-Duty Days: The days an employee is not scheduled to work; normally, weekends, holidays, etc.

Normal Workday: Eight (8) consecutive hours interrupted by a lunch period of one-half hour.

Normal Workweek: Five (5) normal workdays within a calendar week.

Workday: A 24 hour period beginning with the start of the employee's shift.

Workweek: Seven (7) consecutive days beginning with the start of the employee's first shift in the calendar week.

2. **Overtime**

An employee who is required to work in excess of his normal schedule shall be compensated for such additional hours by cash payment as follows:

- a. Up to forty (40) hours per workweek--employee's hourly rate.
- b. Hours in excess of forty (40) hours per workweek, shall be compensated at not less than time and one-half employee's hourly rate.

Vacation, paid leave and holidays listed in Article XI, if paid for, shall be treated as hours worked and shall be counted toward the forty (40) hour limit which must be exceeded before time and one/half provision takes effect. Workers' Compensation time excluded.

The normally assigned work hours of an employee will not be altered when an occasional or emergency situation arises, causing the normal work schedule to exceed forty (40) hours.

3. Shift Differential

See Appendix A.

Where the majority of an employee's normal hours fall between the hours of 7 a.m. to 3 p.m., a shift differential is not applicable. Should the majority of the employee's normal hours fall between the hours of 3 p.m. and 11 p.m., the second (2nd) shift differential shall apply. Should the majority of the employee's normal hours fall between the hours of 11 p.m. and 7 a.m., the third (3rd) shift differential shall apply.

An employee, whose regularly scheduled shift is five (5) consecutive workdays and always includes Saturday and Sunday, shall be paid the interrupted schedule shift differential.

An employee may be temporarily transferred between shifts without changing status with respect to shift differential. Such temporary shift shall not exceed three consecutive workweeks without adjustment to shift differential.

Whenever possible, there shall be no permanent change of any employee's shift without at least five (5) full working days prior knowledge.

4. Acting Positions

In the event that it becomes necessary to assign duties of a higher skill or responsibility level to an employee than in his normal classification, such an assignment must exceed one workweek in order to have an adjustment in the rate of pay. The employee's records shall reflect placement in the higher classification in an "acting" capacity. Such an assignment must be made in writing by an appropriate administrator authorized to make a salary change. Such an adjustment must be retroactive to the date of assignment.

5. **Seventh Consecutive Workday**

If it becomes necessary for an employee to work seven (7) consecutive days in one pay period, the employee will be paid double time for the seventh day worked.

6. **Emergency Call-in**

When an employee is called in to perform unanticipated extra work, and the work is not an extension of his normal workday, he shall be compensated for the hours worked. Such compensation shall be for a minimum of four (4) hours in the event the employee works less than this amount of time. However, actual time worked will be considered for the computation of overtime.

7. **Lunch Schedule**

The employee has the prerogative to leave the work location during his unpaid lunch period. In facilities where there are more than one (1) employee, the lunch schedule must be approved by the immediate supervisor or appropriate administrator. The time cards must be punched out and in.

ARTICLE VII--Absences & Leaves

The following leave regulations apply to all unit members. Terms used in this section are to be defined as follows:

Appropriate Administrator: The professional employee to whom the individual reports.

Calendar Days: All of the days of the year.

Duty Days: The days an employee is scheduled to work.

Calendar Day Worked: The day on which the shift begins.

Close Relative: Grandmother-in-law, grandfather-in-law, brother-in-law, sister-in-law, uncle by blood or marriage, aunt by blood or marriage, niece by blood or marriage, nephew by blood or marriage, or first cousin.

Immediate Family: Father, mother, brother, sister, husband, wife, son, daughter, grandmother and grandfather by blood (not marriage), grandson, granddaughter, mother-in-law, father-in-law, daughter-in-law, son-in-law, equivalent step-family members, legal dependent, a person residing as a member of the household where the

employee is making his home, or any other person so interpreted by the Board of Education. Brother-in-law and sister-in-law are classified as immediate family for purposes of bereavement leave.

Non-duty Days: The days an employee is not scheduled to work.

1. Academic Activities

One (1) day shall be allowed for an employee to attend his own college commencement. The absence will be charged to urgent personal business leave.

One (1) day shall be allowed for an employee to appear for examinations for advanced degrees or professional licenses. The absence will be charged to urgent personal business leave.

Utilization of this type leave requires a one-week prior notification to the appropriate administrator in writing.

2. Adoption Leave

A full-time employee shall have six (6) weeks for adoption beginning the day the child is received. The absence shall be charged to sick leave. If both parents are employed by the school system, they may divide the use of the paid adoption leave between themselves or either one may use the full six (6) weeks.

3. Bereavement Leave

Four (4) consecutive calendar days, beginning with the day of death, or the first day after death, are allowed if the death is in the immediate family. Special consideration for one (1) additional day of bereavement leave shall be given in those instances of delay of funeral or of the need to travel excessive distances. If further days are needed, those days will be charged to urgent personal business. In unusual circumstances there may be flexibility in the use of these days by mutual agreement between the employee and the Office of Staff Relations.

One (1) workday shall be allowed to attend a funeral of a close relative. One (1) additional day will be allowed in those instances of delay of the funeral, the need to travel excessive distances, or when required by the tenets of a religious denomination.

The employee is required to submit to the appropriate administrator a letter stating the relationship, the date of death, the date of the funeral and the dates of absence. This explanation will be forwarded with the payroll report.

4. Conference leave

Six (6) employees will be granted Administrative Leave when requested by the Council 67 Representative, the president or his/her designee, with pay to attend Union Leadership Conferences and Union Conventions provided that the leave shall not exceed six (6) days per year for each employee. Unused Administrative Leave, up to a maximum of 10 days, shall be carried over from year to year. The total Administrative Leave days that are used shall be calculated on June 30 and reported to the Union secretary by July 15.

The president of the Union shall at the request of the Union be granted a leave of absence without pay during his/her term of office. During the president's term of office, his/her place on the salary scale will advance at the rate of an employee on active status.

5. Workers' Compensation Leave

Whenever an employee is absent from work as a result of personal injury resulting from an accident or an assault occurring in the course of his/her employment, as used and defined in the Workers' Compensation Laws of Maryland, and such lost time is approved by a Board Physician, the employee will be paid as close to his/her normal net salary as possible for the period of such absence up to twelve months. No part of such absence will be charged to his/her annual or accumulated sick leave. If disability persists after the twelve (12) month period, employee shall be placed on Leave of Absence and disability-payments will commence consistent with amount covered by Workers' compensation Law. The employee, on termination of service with the Board of Education, who is indebted for advanced personal injury leave pay, must reimburse the Board for the amount of indebtedness. The Board will continue to pay its share of the cost of health insurance for an employee receiving Workers' Compensation benefits, including up to twelve (12) months following the expiration of personal injury leave.

An employee on Workers' Compensation may accrue up to one year of service credit in determining his/her salary including longevity or vacation eligibility. These advance credits will become effective upon employee's return to work. Vacation time will be accrued at the normal rate for one year during disability leave. If such disability leave extends beyond one year, vacation time will not be accrued during the extended time.

In the event an employee is declared to have a permanent total disability verified by the Board's physician, he/she shall receive a contribution toward the premium for

health insurance and life insurance, commensurate to an employee retiring with 30 years' service.

6. Legal Commitments and Transactions

An employee may be absent without loss of pay to serve on a jury. In the event that compensation beyond expenses is received for this duty, the employee will receive his regular salary less said compensation.

An employee who is issued a summons for a legally established court may be absent without loss of pay unless he is a defendant in court proceedings. If such employee defendant is deemed to be not guilty by the court, he shall be paid retroactively for time lost because of summons provided verification of the verdict is provided within thirty (30) days of the absence. An employee pleading nolo contendere shall not be paid.

7. Maternity Leave

a. Absence for Maternity

Absence for Maternity. The parties hereto intend to comply fully with the provisions of the Pregnancy Discrimination Amendments of the Civil Rights Act of 1964, as amended. An employee who is pregnant may use accrued sick leave prior to and following the birth of the child, subject to medical documentation indicating the physician's determination that the employee refrain from employment due to a disability resulting from her pregnancy, child birth, and/or complications thereof. An employee absent due to these reasons must return to work as soon as she is physically able. The Board reserves the right to request medical documentation of her disability and of her physical ability to return to work.

An employee who selects this option and whose earned sick leave expires prior to the birth of the child or the time she is able to return to work may request an unpaid leave of absence for a period not to exceed six (6) months from the effective date of leave (last duty day worked). Should it become necessary to extend the leave beyond six (6) months, the employee's position will no longer be held and reinstatement in an appropriate position will be made as soon as a vacancy occurs.

b. Child Rearing Leave

If an employee does not desire to return to her position as soon as she is physically able to do so, following the birth of a child, or a father wishes to remain home to rear a newborn child, he/she may apply for a child rearing leave under the following conditions:

1. Request for child rearing leave of absence shall be made by completing and forwarding the form, "Application for Child Rearing Leave of Absence" to the appropriate administrator as soon as possible but prior to the last day of work before the birth of the child.

2. A child rearing leave of absence may be granted for a period of up to twenty-four (24) months following the birth of a child. Earned sick leave may be utilized by the mother on child rearing leave both prior to and after the birth of the child under the following conditions:

a. A statement by a doctor must be attached to the application stating the date the employee must stop work for medical reasons.

b. In the event that more than six (6) weeks earned sick leave is required after the birth of the child, the doctor must furnish an additional statement indicating a condition of continued disability.

3. A child rearing leave of absence may be granted for a period of up to twenty-four (24) months for the adoption of a child. Such leave becomes effective following the last day of employment. Earned sick leave may not be utilized during leave of absence for adoption.

4. An employee on child rearing leave will be reinstated in an appropriate position as soon as a vacancy occurs after his/her request for reinstatement. To facilitate the employee's return consistent with his/her desired schedule, he/she should give as much advance notice of his/her anticipated return as possible.

5. Before she returns to duty, the employee may be required to present a doctor's certificate stating that she is able to resume her regular work.

6. The unused sick leave of an employee who has been granted a child rearing leave of absence will be held in abeyance until such time as she returns to active service.

7. If in any event the employee is unable to return to a position with the Board within the 24-month period specified above, resignation from the Board of Education will be accepted as automatic and the employee will be notified.

8. Military Leave

a. All employees who have volunteered or who have been called for military duty shall be given a leave of absence covering their period of service in the Armed Forces of the United States.

b. Short term--Employees who lose time due to obligatory short-term emergency or annual unit training duty with the National Guard or military reserves may be granted leave with regular pay consistent with their official military orders up to a period of fifteen (15) working days per annum. During the fifteen-day (15) period, accrual of benefits will continue.

If a employee is a member of the organized militia and is ordered to active duty under the authority of the Governor, he/she shall be entitled to leave of absence without loss of pay while actually serving under such active duty orders. "Without loss of pay" shall mean the employee's regular pay for the period of service less any compensation for such military duty.

In order to implement this policy, the employee must present the Board with a copy of his military orders. In the absence of supporting documents, lost time due to military training or emergency duty shall be uncompensated.

During this leave period, but not to exceed fifteen (15) working days per annum, the Board of Education shall continue the employee's regular pay. This provision excludes weekly training or drill sessions.

c. Extended active duty military leave may be granted to any employee entering one of the military services of the United States. Upon completion of his military obligation he shall, within a reasonable length of time, be reinstated to his previous position, one of similar scope and complexity, or to an advanced position for which the Director of Personnel believes he is qualified by virtue of his service, experience and training.

Where the employee is returned to his former job classification, he shall be entitled to all annual increments (allowable in his salary grade) for which he would have become eligible had employment been continuous including seniority and higher leave accrual rates if appropriate.

The above applies providing:

1. The returning veteran has been separated under honorable or general conditions. Veterans separated under other than honorable (undesirable, bad conduct, or dishonorable) conditions shall forfeit their rights under this policy.

2. The veteran applies for reinstatement within ninety (90) days of separation.

3. The service period has not been voluntarily extended beyond four (4) years' total active duty since August 1, 1961.

4. The veteran is still qualified to perform the duties of his former position or one of similar scope and complexity.

5. It is possible and reasonable to reinstate the veteran. Should the type of work formerly performed by the veteran no longer be required by the employer, or should all suitable positions be filled, the veteran shall be considered for future suitable openings.

6. Employees who are ordered to extend active duty shall be compensated for lost time up to fifteen (15) working days.

d. Employees returning to the system from military leave shall be granted up to a maximum of five (5) years of salary credit.

e. Salary credit for military service for employees new to the system may be granted up to a maximum of two (2) years.

f. A reasonable effort shall be made to reinstate to a comparable position a former employee who resigned to accompany a spouse who was on military duty, provided that the former employee was in permanent status in the system at the time of the resignation. Service of the spouse shall not have been voluntarily extended beyond four years' total active duty, and the employee must have applied for reinstatement within ninety (90) days of the separation of the spouse from service.

9. Urgent Personal Business Leave

a. Each employee shall be entitled to a maximum of three (3) days of urgent personal business leave annually. When the first two days of this leave are used during any year, an employee may use the day by submitting twenty-four (24) hours in advance to the appropriate administrator a letter or card indicating the request for "urgent personal business." Use of the third day requires that a specific reason be given to the appropriate administrator. The appropriate administrator may make exception to the twenty-four (24) hour requirement in case of a demonstrated need.

b. A personal business leave day may not be used immediately preceding or following a holiday except upon special permission by the appropriate Associate Superintendent.

Personal business leave shall not be used for group activities. Absence for personal business leave shall not be charged to sick leave; unused urgent personal business leave shall be accumulated as sick leave.

10. Special Religious Observance Leave

Employees will be permitted a total of five (5) days for religious holidays and personal business days. However, no more than three (3) may be used for personal business. Once three (3) days are used for personal business and/or religious holidays, the unused additional two (2) days may not be accumulated as sick leave. In determining these holidays, the Superintendent of Schools will request recommendations from appropriate religious authorities with verification of the fact that an employee must be absent from the worksite to fulfill religious obligations. The employee is required to submit two (2) weeks in advance to the appropriate administrator, a letter stating the intent to be absent on a duty day to observe a religious holiday.

11. Sick Leave/Family Illness Leave

First shift employees needing to utilize sick leave must contact the appropriate office as soon as possible but prior to the beginning of his or her shift on each day of absence, stating the necessity for the absence so that time records can be properly maintained and work schedules realigned. Second and third shift employees must contact the appropriate office at least one-half hour prior to the beginning of their respective shift. Where a relatively long period of absence is anticipated, the employee need only contact his supervisor on the first day of the absence but must state at that time the estimated date of return.

The employee is required to submit to the appropriate administrator a letter or a suitable form giving the reason for absence. This explanation will be forwarded with the payroll report. If, having conferred with the employee, the appropriate administrator believes the absence(s) to be excessive or questionable, the appropriate administrator or his designee may, after written notice to the employee from the appropriate administrator, require the employee to submit written certification from a physician confirming the necessity for any future sick leave absence. This requirement can be valid for up to three (3) months.

Employees may be absent without loss of pay, within the limits stated below. Absences shall be charged to sick leave.

During the first fiscal year, a full-time 10-month employee who is in the pay status for the full fiscal year (7/1 to 6/30) shall be advanced 10 days of sick leave. A full-time 12-month employee who is in pay status for the full fiscal year shall be advanced 12 days of sick leave.

After the first fiscal year, a 10-month employee who is in pay status for the full fiscal year (7/1 to 6/30) shall be advanced 15 days of sick leave. A full-time 12-month employee who is in pay status for the full fiscal year shall be advanced 18 days of sick leave.

Sick leave shall be prorated for employees who have been in duty status for less than twelve (12) months.

A new employee or a rehire must be on duty at least five (5) qualifying months during a fiscal year to be eligible for the higher advanced rate of sick leave the following year.

A regular part-time or 10-month employee shall accrue sick leave in proportion to the time worked.

All unused sick leave is cumulative.

An employee using vacation days, or current and/or accumulated sick leave days, except in the case of maternity, accrues additional sick leave days as described herein.

An employee on leave of absence requiring Board action does not accrue sick leave time.

Salary consideration beyond cumulative sick leave will be given only in those cases of serious and continuous illness which makes it impossible for the employee to be on the job.

Each case will be considered individually by the Board of Education after the appropriate Associate Superintendent has made an inquiry to determine the employee's financial need, his caliber of work, and the recency of any past special salary consideration.

When an employee is granted an extended formal sick leave of absence, the accumulated sick leave days may either be utilized prior to the granting of this leave, or may be retained for future use after the employee has returned to duty.

An employee who becomes seriously ill while on vacation may have his vacation extended or take vacation at a later date. A serious illness is one that is incapacitating.

This illness must be confirmed by the attending physician.

An employee who, while on vacation, has a death in the immediate family, or of a close relative, may have his vacation extended or take vacation at a later date.

An employee who leaves the employ of the Board of Education will be granted sick leave days accumulated during prior service if he returns to duty within one (1) year. Ten-month employees who resign as of June 30 of any calendar year are eligible for such credit, provided they are re-employed the first duty day in September of the following calendar year.

When an employee is granted a leave of absence requiring Board action, his accumulated sick leave days are held in abeyance until he returns to duty. Upon return to duty, the employee will be granted sick leave days according to the policies in effect, but he will not lose his earned length of service for accumulation purposes. In matters concerning leave of absence because of illness, the Superintendent may require a written certificate from a physician as proof of illness and need for leave.

Family Illness Leave

Employees may use a portion of their personal sick leave for illness in the immediate family. At the start of their leave accounting year, employees 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 of such leave. Family Illness days are a part of an employee's personal sick leave. The Office of Staff Relations may approve additional days of Family Illness leave if the employee has sufficient personal sick leave and can provide medical documentation of the family member's illness, and the necessity for assisting the ill family member.

12. Sick Leave Bank

The purpose of the Sick Leave Bank is to provide sick leave to contributors to the bank after the member's accumulative sick leave has been exhausted.

The definition of sick leave shall be that leave that is granted to an employee who through personal catastrophic illness, injury, or quarantine is unable to perform the duties of his or her position. Sick leave from the bank may not be granted for the period of disability when monies are paid to the employee under Worker's Compensation Law.

A three-member approval committee, consisting of members selected by the Union, shall have the responsibility of receiving requests, verifying the validity of requests, approving or denying requests, and communicating its decision to the member. The rules of procedure and general criteria will be developed by a four (4) member Rules Committee, two (2) members appointed by the President of the Union and two (2) members appointed by the Superintendent. These rules must be approved by the President of the Union, and the Superintendent before said rules take effect. Once approved, the rules will be widely distributed by the approval committee.

The Office of Employee Benefits and Risk Management shall verify bank grants as being within the limits of the bank balance, that the illness is of a catastrophic nature and that sick leave is exhausted. Requests meeting the above will be approved and forwarded to the Office of Payroll as authorization for payment.

The bank may be used only by the individual contributor for his or her personal disability.

The bank may not be used for disabilities of other members of the contributor's family.

The bank may not be used by the contributor to remain away from his or her position in order to assist a member of his or her family who is ill.

Only earned sick leave may be contributed to the bank; vacation and personal leave may not be contributed.

Contributions can be made at any time during the year. Employees returning from leave will be permitted to contribute to the bank on approval of the committee. New employees will not be eligible to join during their first two (2) years of employment. An employee may join the sick leave bank only after having accumulated three hundred sixty (360) hours of sick leave.

An employee who was a Board employee in another bargaining unit in Baltimore County and who was a member of a sick leave bank in that unit at the time shall be eligible to join the bank immediately. The Union will notify the Office of Payroll so that an exception entry can be made.

All employees on active duty in the Baltimore County Public Schools for which the Union is the exclusive agent are eligible to contribute to the Sick Leave Bank.

The rate of contribution for members shall be based on the following schedule:

- 360 hours to 960 hours
of accumulated sick leave12 hours
- 961 hours to 1,440 hours 8 hours
- 1,441 hours or more hours 4 hours

The rate of contribution for bus drivers and attendants shall be based on the following schedule:

Hours Worked Per Week	Hours of Accumulated Sick Leave	Rate of Contribution
21 hours	189 hours	6.3 hours
25	225	7.5
27	243	8.1
30	270	9.0
32	288	9.6
35	315	10.5
37	333	11.1
40	360	12.0

The initial contribution to the bank will be made at the time of joining the bank, and future contributions will be based on need as recommended by the Sick Leave Bank Committee and agreed upon by the Union and the Superintendent.

Contributors must use all accumulated and anticipated sick leave before applying for leave from the bank. The total time a person may draw on the sick leave bank is one (1) year including duty days, holidays, and vacation days but does not include the other days the employee does not normally work.

A contributor will lose the right to utilize the benefits of the bank only by:

- a. Termination or suspension of employment in the Baltimore County Public Schools.
- b. Cancellation of participation by the member on the proper form at any time.
- c. While on approved leave of absence.

- d. Transfer to a position of another unit within the school system.

The existence of the bank and participation by an employee in the bank does not negate or eliminate the rights of the individual employees who participate in the bank to other sick leave benefits as specified in this Agreement.

All donations will remain in force and cannot be returned even upon cancellation of a membership.

Members shall be permitted to use the bank for personal illness after sick leave is exhausted. The bank can be used on the fourth duty day of absence during the member's disability. The three (3) days deductible will apply to each disability but will be waived for relapses of the same disability. The maximum number of sick days that can be granted in any one (1) fiscal year will be the remaining number of duty days a member is scheduled to work plus included holidays or vacation days they would normally accrue during this period. In no case will the granting of leave from the bank cause a member to receive more than his or her annual salary.

The number of accumulated sick leave days available to a member at any time for any purpose, will not include the number of days which the employee has contributed to the bank.

All unused sick leave days in the bank at the end of a fiscal year shall be carried over to the next fiscal year.

An individual eligible for disability retirement may not use the provision of the sick leave bank to postpone that retirement.

If the provisions of the sick leave bank be should be terminated, the bank balance shall be returned to the then, current members of the bank proportional to the rate collected in the last assessment, excluding those individuals who have utilized said bank in the last three (3) years.

13. Unusual or Imperative Leave

Employees may be granted leave up to one (1) year without pay for unusual or imperative reasons where no other leave program is applicable.

This leave may be granted by the Board of Education and approval must be secured before absence occurs.

During this leave the employee may continue participation in the Board of Education Employee Insurance Plan by assuming full premium costs. The employee may neither withdraw nor make contributions to the Retirement Systems.

ARTICLE VIII--Insurance Benefits

1. Basic Life Insurance Plan

The Board will pay 100% of the premium for \$10,000 life insurance.

2. Optional Plan Life Insurance

For active employees, additional life insurance (optional) can be purchased in multiples of basic annual earnings, rounded up or down to the nearest \$1,000 increment. Increments are equal to .25 times the employee's base annual earnings starting at .50 times earnings. The minimum amount available for additional coverage, therefore, equals .50 times the employee's basic annual earnings. The maximum amount available equals the lesser of three (3) items the employee's basic annual earnings. Optional life insurance coverage shall be available to employees by payroll deduction.

3. Section 125 Plan

The Board shall provide for employee contributions to life, health, dental insurance programs, and employee premiums for cancer/intensive care insurance, and catastrophic insurance to be made with pre-tax dollars under Section 125 of the IRS Code. The Board shall provide for additional coverage under Section 125 as indicated in the Flexible Benefits Plan described later in this article.

4. Flexible Benefits Insurance Program

Effective January 1, 1990, a flexible benefits insurance program shall be offered to employees, along with flexible spending accounts established under Section 125 of the IRS Code.

During Open Enrollment, employees will select their benefits and type of coverage. Individual employee costs shall be established in Appendix B.

Each benefit option will have a "price tag" or cost to an employee if that particular benefit is selected. All employee contributions will be on a pre-tax basis. This means that federal and state income taxes and FICA tax will not be withheld on employee contributions nor will these contributions be included in an employee's gross

wages are reported on W-2 form. Employee contributions will be included in annual salary for retirement and life insurance purposes.

An employee may make employee contributions to a Dependent Care Spending Account provided the employee meets requirements prescribed by federal regulations. Benefit credits may also be deposited into this account. The account may be used, during the plan year for which the contributions were made, for tax-free reimbursement of qualifying expenses for the care of dependents to enable the employee to work. Any amounts remaining in the account at the end of the plan year will be forfeited.

An employee may make employee contributions to a Health Care Spending Account for tax-free reimbursement of qualifying health-related expenses incurred during the plan year for which the contributions were made and not paid by insurance. Benefit credits may also be deposited into this account. Any amounts remaining in the account at the end of the plan year will be forfeited.

The Board shall make qualified reimbursements from flexible spending accounts on a monthly basis.

For computation of the Board contribution shall be as follows:

Health/Dental Care - prorated based on regularly scheduled work hours.

Vision Plan - More than .5 FTE at no cost.

5. Health Care Options -- Flexible Benefits Plan

Option 1 is a triple option plan. The employee will be able to select, at the time service is needed, a triple option (POS, PPO, indemnity) plan. The employee price tag will be 10% of the annual premium through 2006-2007 according to the schedule in Appendix B.

The Board shall provide a discount prescription card for plan members, as well as a mail order Prescription Drug Program for the purchase of maintenance type prescription drugs, including insulin and related supplies. Generic substitutions will be mandatory. The co-pay through 2006-2007 shall be \$13.00 per prescription for generic drugs.

Option 2 Employees may choose to enroll in a qualified prepaid health maintenance organization or a Blue Cross/Blue Shield HMO. The employee will pay ten percent (10%) of the cost of the annual HMO premium for each market through 2006-2007, provided it is the exclusive HMO vendor in the market. When two (2) or more HMO's are offered in a market, the employees' cost will be calculated on the difference between the cost of the lowest annual premium of the HMO's offered in the

market and the Board's contribution. A prescription drug benefit is included with each HMO offered. The employee price tag will be according to the schedule in Appendix B.

6. Adult Hearing Aids

Beginning in 2003-2004, coverage for adult hearing aids will be included in the health plans offerings provided by the Board. The incremental annual cost for the benefit for Medicare-eligible retirees will be 90% paid by the retiree.

7. Health Insurance--Family of Deceased Employee

The Board will pay full premiums for health insurance for the spouse and/or family of any employee who dies in service, for a period of one year, providing the employee was enrolled in such program and the spouse and/or family were eligible for benefits prior to the death.

8. Health Insurance--Retired Members

The Board shall contribute toward the premium for health insurance or an optional HMO for employees with ten (10) years or more service with the Board, including up to two (2) years honorable military service time provided appropriate documentation is received. Contributions by the Board shall be made in accordance with the following schedule:

	Options 1 & 2	Option 3
10-19 years of service	50%	30%
20-29 years of service	75%	55%
30 or more years of service	90%	70%

The Board shall reimburse employees retired or employees who have attained the age of 65, for their cost of Medicare--Part B (Medical) in accordance with the following schedule:

- 10-19 years of service 30%
- 20-29 years of service 55%
- 30 or more years of service 70%

The Board shall continue to provide the payment set in Section 8 for one year for the spouse of a retired employee who dies if the surviving spouse was covered under the retired employee's policy at the time of the retired employee's death.

9. Dental Insurance

The Board shall contribute 65% of the premium for the lowest cost dental option. The employee will contribute 35% of the lowest cost option plan plus the additional premium for a higher cost option if one is chosen. These rate splits will remain in effect through June 30, 2007. The employee price tag will be according to the schedule in Appendix B.

10. No change will be made in the carrier of any insurance plan identified in this Article unless the Union approves such change.

**ARTICLE IX
Educational Assistance Benefit**

1. Financial Assistance

The Educational Assistance Program is designed to provide financial assistance to permanent, non-exempt personnel who wish to attend outside training courses to improve performance in their present position or to prepare themselves for career ladder promotion within the educational system.

An employee must file a request for course approval form obtained from the office of the principal or other appropriate administrator to secure the prior approval of the appropriate specialist in the Office of Personnel to be eligible for reimbursement of tuition. Employees shall be eligible for up to sixty-six dollars (\$66) per credit hour for tuition upon presentation of a Grade C or better for approved requests. Only nine (9) semester hours will be honored per fiscal year.

Employee in technical fields can apply for reimbursement based on 15 hours of classroom content for each credit with verification.

2. Staff Development

Representatives of the Board shall meet annually with representatives of the Union to discuss suggestions for staff development activities.

**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 twenty-five dollars (\$25.00) 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. 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 the duty day which is nearest 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.

2. Observed Holidays

Should a holiday fall on an employee's normal day off, it shall, at the discretion of the appropriate supervisor, be observed on the first normal working day preceding or following the date of the recognized holiday. Should the employee be required to work on his observed holiday, he shall receive holiday pay plus one (1) and one-half (1/2) times his hourly rate for all hours worked on the holiday.

Should an emergency exist and an employee is assigned duties on an observed holiday but fails to report for an observed holiday and fails to report for an unacceptable reason, he shall forfeit his holiday pay and an appropriate deduction shall be made.

3. Floating Holidays

For each 12-month employee who has completed his probationary period on or before March 1, two (2) floating holidays are available. Whenever possible, floating holidays need to be requested and approved three (3) weeks in advance but, not later than two (2) weeks. Two additional floating holidays are available for use during the Spring Holiday or as otherwise designated by the appropriate administrator.

ARTICLE XII - Vacations

1. Regular full-time employees with less than five (5) years of service shall accrue paid vacation credit at a rate of .416 normal workday for each pay period qualifying employment to a maximum credit of ten (10) normal workdays per year.

2. Regular full-time employees with five (5) years of service, but less than ten (10) years of service shall accrue paid vacation credit at a rate of .625 normal workday for each pay period of qualifying employment to a maximum credit of fifteen (15) normal workdays per year. Accrual at the new rate begins on the fifth anniversary of employment. Vacation accruals will be made on twenty-four (24) specified bi-weekly

pay periods for 12-month employees and twenty (20) specified bi-weekly pay periods for 10-month employees.

3. Regular, full-time employees with ten (10) or more years of service shall accrue paid vacation credit at a rate of .833 normal workday for each pay period of qualifying employment to a maximum credit of twenty (20) workdays per year. Accrual at the new rate begins on the eleventh (11th) anniversary of employment.

4. A qualifying pay period of employment shall be any pay period in which the employee was in qualifying pay status for a minimum of 60% of the period. Qualifying pay status shall include: hours worked, vacation, paid holidays and paid leave.

5. In determining vacation schedules, effort shall be made to comply with the wishes of the employee. It must be recognized, however, that work schedules must be met, and when there is an unreconcilable conflict between work schedule and desired vacation schedule, the former will be dominant. Vacation must be requested in advance and approved by the appropriate administrator.

6. Pay for all vacations shall be based on the rate of pay of the employee at the time of vacation. This includes shift differential.

7. Vacation payments shall be calculated at the current regular rate and on the basis of a normal workday.

8. Accumulated days will be capped at forty (40) vacation days.

9. A vacation in excess of that normally allowed requires the accumulation of the additional days, plus the written approval of the appropriate Associate Superintendent. Such written approval for an extended vacation shall be filed with the Department of Payroll. Normally, an extended vacation shall be limited to thirty (30) days. Under unusual circumstance, the Superintendent of Schools may grant permission for a vacation in excess of thirty (30) days, to a maximum of forty (40) days, in order to take a trip of such duration.

10. Earned vacation credits shall not be used to extend employment beyond the last day worked.

11. Vacation credits shall not be charged to holidays or normally non-scheduled days.

12. At the time of termination, an employee shall be paid for the vacation time earned during the current fiscal year, plus approved accumulated vacation time.

13. Once a year an employee may request advanced pay for accrued vacation provided this request is made one pay period prior to the date of the approved vacation. This payment will be made on or before that last duty day that coincides with the regular pay period.

ARTICLE XIII Discipline and Discharge

1. Discipline

Employees who may be subject to disciplinary measures shall be afforded due process. Disciplinary action or measures shall consist of: oral reprimand, written reprimand, suspension and termination. Where possible, progressive discipline is to be utilized; however, where the offense is deemed to be gross misconduct, preceding steps may be waived and the employee may be discharged. Any disciplinary action or measure imposed may be processed through the administrative appeal process culminating in a hearing before the Board of Education's hearing officer. If the employer has reason to reprimand an employee, it shall be done in a manner that will not embarrass the employee before other employees or the public.

Every effort will be made by the Board to notify an employee of a possible disciplinary action within ten (10) working days of the alleged infraction or the date on which the Board could have reasonably been expected to have had knowledge of the alleged infraction.

2. Termination

The employer shall not terminate any employee without just cause. The Union shall have the right to take up the termination through the administrative appeal process culminating in a hearing before the Board of Education's hearing officer. Any employee found to be unjustly suspended or terminated shall be reinstated with full compensation for all lost time and with full restoration of all other rights and conditions of employment.

3. Discharge

Gross misconduct on the part of the employee shall result in immediate suspension by the appropriate administrator or supervisory personnel. Such suspension shall be valid until such time as the appropriate division head can investigate the facts pertaining to the suspension, and based upon the findings, discharge or reinstate the alleged offender. Normally, this should take no longer than five (5) workdays. When practical, the conditions contributing to the suspension should

be brought to the attention of the appropriate division head before notifying the employee. A decision to discharge an employee following a suspension and investigation of the charges can only be made by a division head, and such action shall be recorded in the file as "discharged." Examples of gross misconduct are:

- a. Being under the influence of intoxicants or narcotics during working hours
- b. Stealing, willfully destroying, or defacing Board of Education property
- c. Being convicted of a criminal offense involving moral turpitude
- d. Fighting or creating a disturbance
- e. Falsifying records

Should the allegations pertaining to the employee's suspension prove to be unfounded, the employee shall be reinstated with back pay for time lost and with full restoration of all other rights and conditions of employment. Should the suspension result in discharge, however, the discharge date shall be consistent with the last day worked. The Union shall have the right to take up the discharge as a grievance at Step 3 of the grievance procedures within ten (10) working days from the date of discharge, and the matter shall be handled in accordance with this procedure through arbitration if deemed necessary by either party.

4. Representation

If an employee has been called to a meeting for the purpose of discipline or discharge, he shall be informed of his right to have a representative present.

ARTICLE XIV Evaluation

1. Formal evaluation including a conference must be made at least once every two years. In any year in which an employee is not evaluated, it shall be assumed the employee's performance is "satisfactory."
2. The evaluation shall be based on the conclusions and assessments reached by the evaluator.
3. The evaluation shall be based on observations of the employee's work performance. An employee performing at a less-than-satisfactory level shall receive suggestions for improvement and have an opportunity to show improvement prior to receipt of an evaluation.

4. An employee shall be given the name and specific complaint of any person who complains about the employee within a reasonable time if the complaint is to be given any consideration in the employee's evaluation.
5. The written evaluation report shall be shown to the employee within ten (10) days subsequent to the aforementioned conference. The employee shall sign the report within three (3) days and receive a copy thereof. Such signature will not, however, necessarily indicate agreement with the evaluation. Provision shall be made for written comments and reactions by the employee, which shall be attached and become a part of the evaluation report.
6. Except for evaluation forms, material of a negative nature may be removed from all the employee's files after four (4) years upon the employee's request and subject to the approval of the appropriate division head.
7. Any personnel files maintained other than in the central file shall be available for review by the employee at a time mutually convenient to the employee and the appropriate administrator. At the employee's request, a witness of his/her choice may accompany the employee in such a review. The review shall be made in the presence of the administrator responsible for safekeeping of such files.
8. Matters relating to evaluation may be subject to the grievance procedure only for reasons of arbitrariness or failure to follow procedure.

ARTICLE XV

Job Security and Transfers

1. Seniority

As used in this Agreement, the term, seniority, shall mean an employee's adjusted hiring date. This date shall be established by advancing the employee's original date of employment a span on time equivalent to the employee's non-creditable service which shall have resulted from the leave.

2. Posting of Vacancies

When openings for permanent positions, other than entrance level jobs, occur, the Board shall post notices of such vacancies for a period of at least ten (10) days. Any employee who desires to be considered shall submit a written application to the Department of Personnel during the posting period.

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.

3. Assignment and Transfer

An employee who is transferred to a position of the same job classification in another department or job location shall be paid at the same base rate held at the time of transfer. Shift differentials applicable to new assignments will apply. Current employees requesting transfer will be given priority of selection. An employee, who is involuntarily transferred to a position in a different classification, but in same pay grade, shall be paid at this rate at the time of transfer. Involuntary transfers will be effected beginning with the employee having the least service within the classification at the location in which the overage occurs.

Should the transfer be requested by the employee, his rate of pay in the new position shall be adjusted to a rate appropriate with his skill, ability and experience in his new position.

Any transfer under this provision is subject to the grievance procedure only for reasons of arbitrariness or failure to follow procedures.

4. Administrative Transfer

Involuntary transfers may be made by the Superintendent as the needs of the system require. Notification of an administrative transfer will be give to an employee as soon as possible but not less than twenty (20) calendar days, except in case of emergency, in advance of the intended transfer. The administrative transfer will be made only after a meeting between the employee and the appropriate supervisor at which time the employee shall be notified of the reason for the transfer. Whenever possible the employee will be transferred to a work location within the same geographic area. The transferred employee shall be given primary consideration in any opening for a minimum of two (2) school years.

5. Promotion -- Demotion

PROMOTION

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

The Board shall fill the opening by promoting from among the qualified employees with the longest continuous service provided all other factors are equal.

Board Representatives, after receiving written applications, shall screen to determine those applicants who will be contacted for an interview. If no employee is qualified, or if no employee applies, the Board may seek outside applicants.

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 more than one grade, the new rate shall be not less than two (2) steps 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

When an employee is demoted, his pay shall be adjusted in a manner opposite to a promotional adjustment, whereby the employee shall be placed on the current step of the new pay grade.

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

6. Probation

All new employees shall serve a ninety (90) calendar day probationary period. This period may be extended to one hundred eighty (180) days at the discretion of the appropriate administrator. An additional sixty (60) days probationary period may be used at the discretion of the appropriate administrator. During this period of probation, an employee may be terminated without right of appeal through the grievance procedure. Prior to the date an employee completes his probationary period, his performance will be evaluated. It is the responsibility of the appropriate administrator to complete the evaluation. This evaluation shall indicate whether the employee should be placed on regular status, receive extended probation or be terminated. In the event termination is recommended, a two (2) week (10 duty day) notice shall be given to the employee.

Whenever a regular employee is promoted or transferred to a different job classification, he shall again be placed on probationary status for a period of ninety (90) days. Should his performance be unsatisfactory during this period, he shall receive notification that he will be returned to a position within his original job classification and geographical area as soon as a vacancy occurs.

ARTICLE XVI
Reduction in Force

1. Authority

When it becomes necessary to lay off or reduce its work force, the Board will do so in accordance with the procedures herein. Decisions for the necessity of such actions are not subject to the grievance procedure.

2. Procedure

a. Layoff

Should it become necessary to reduce the work force due to lack of suitable work by terminating a satisfactory employee(s), layoffs or transfers will be effected beginning with the employee having the least service within the classification (with the same job description) at the location in which the overage occurs.

This employee will be offered the position of the least senior employee in that supervisory area. The employee may refuse the position and be placed on layoff.

b. Recall

An employee who has been laid off due to a reduction in work force will remain on a recall list for two (2) years. As vacancies develop, the employee on the recall list will be offered comparable paying jobs if qualified in inverse order of layoff. Failure to accept one of the first three jobs offered will result in removal from the recall list.

ARTICLE XVII
Safety and Health

1. Should an employee feel that a safety problem exists, he should report it immediately to his immediate supervisor. An inspection of the condition will be made as soon as possible. The employee involved shall be advised of the results of the inspection. The Board will continue to provide and maintain safety equipment and stress safe conditions.

2. The Board will furnish adequate rain gear to employees where it is deemed necessary.

3. The Board will continue to provide locker and shower facilities for employees where appropriate and feasible.
4. Representatives of the Board shall meet with representatives of the Union twice annually to share information related to health and safety in the workplace.
5. The Union shall be represented on the Board's system wide Safety committee.
6. The Board shall make flu shots available without cost to the employee, and if necessary, will provide tuberculin tests at no cost to the employee.
7. The Board shall make hepatitis B vaccine available at no cost to any employee who has been exposed to body fluids of a known carrier or body fluids of a student who has not been tested.

ARTICLE XVIII Bus Drivers and Attendants

1. Leaves, Vacations, Holidays

- a. Two (2) days of urgent personal business leave shall be provided. If not used, the personal business days shall be accumulated as sick leave.
- b. Two (2) days of leave for religious observance shall be provided.
- c. One (1) inclement weather day is 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.
- d. No floating holidays are assigned to bus drivers and attendants.
- e. Drivers and attendants are not assigned to work during winter vacation, spring vacation, and professional study days.
- f. The sick leave shall be accrued at a rate based on the normal workweek of the driver/attendant, when the route is a Baltimore Co. Public School route, including regular summer assignments. Accrued sick leave may only be used during the regular school year. Unused sick leave is cumulative.
- g. Drivers and attendants may join the sick leave bank when the prorated amount of hours which equate to the 360 hours needed by full-time employees are available. For example, a driver working 30 hours per week would need to have accumulated, 30/40ths of 360 hours or 270 hours of sick leave.

2. Normal Workday

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

An a.m., p.m. run

An a.m., noon, p.m. run

An a.m., p.m., evening run

Each driver and attendant will be paid 15 minutes each day for pre/post trip inspections.

Activity runs may be attached to one of the above, according to departmental needs. (Activity runs for part-time drivers and attendants could be mutually agreed upon.)

The normal workweek will be forty (40) hours, Monday through Friday, and will be comprised of one of the workday configurations 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, etc. 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 in 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.

Every attempt will be made to use inverse seniority in the case of emergency assignments; however, student safety will be the primary consideration in these cases. Inverse seniority is defined as least to most senior hire date.

3. Posting of Vacancies

Vacancies shall be posted for ten (10) days at all bus locations. The vacancy shall be filled by the most senior driver/attendant requesting consideration, provided the driver/attendant possesses the necessary qualifications. The union will be supplied a copy of all job postings.

Posting of driver/attendant seniority lists will occur on each lot quarterly throughout the school year. Included on the posted list will be name and hire date, by lot only.

Drivers and attendants will be notified periodically, via internal memo, regarding work opportunities outside their job category, such as route typing, back-up Dispatcher and Routing Assistant positions, and other office related duties. Interest in new work opportunities require a written letter of interest by employees to their Area Manager. The letter shall include any special skills and past experience.

4. Assignment of Work to 5000 Series

a. Work assignments are based upon seniority by parking locations, however, adjustments may be necessary to keep all times balanced, e.g., driver 9/1/63, 6.1 hours may not be in line with next senior driver because of the combination of length of assignment. To avoid this, a.m., p.m., or mid-day times may have to be balanced. A seniority list of all drivers and attendants assigned to the lot, shall be maintained and posted on the lot. The list shall contain the driver's name and adjusted hire date and the attendant's name and adjusted hire date.

b. All work assignment preparation should be completed by August 15. Any work received by the Department of Transportation after this date will be assigned based upon the need of the system, and not driver seniority and time.

c. The final assignment of work is subject to the review of the Director of Transportation. This review will focus on overall performance and will consider factors including, but not limited to, attendance, school administrator input.

d. The work assignment process may be observed by Union representative(s), on their own time without compensation, for a.m./p.m. and noon work assignments. The union representatives appointed should be willing to be present at all stages of the work assignment process.

e. The Area Supervisor should perform the following tasks in the following order:

- Gather data from the will/will not cards, e.g., driver request mid-day work
- Generate a seniority list using hire date only (no names to be included)
- Generate a seniority list using names and hire dates
- Write 5000 series routes, non mid-day

- Cluster and time routes, e.g., A., B., C., etc.
- List routes in the order of greatest time. A.B.C. cluster delineations should be deleted.
- Match seniority list without names to timed routes. Following from the first to last, e.g., from seniority list employee with 9/1/63 hire date to receive the longest timed route of 6.1 hours, if 9/1/63 is senior person on list and 6.1 is the greatest amount of time
- Using the seniority list as described above, assign runs
- Using the seniority list as described above, resolve any conflict with the same hire date by selecting alphabetically. Final assignments will consider information received on the will/will not cards.

f. All non-public school runs shall be clearly designated to advise drivers and attendants that these runs are subject to a different calendar than the public school calendar. If this calendar exceeds the Baltimore County Public Schools calendar, drivers and attendants will be compensated for their additional work at the conclusion of the school year. If a non-public school year opens before the Baltimore County school year and if the first regular pay period for drivers and attendants is less than 10 days, the non-public school drivers and attendants is less than 10 days, the non-public school drivers and attendants within (2) pay periods after the work is completed and reported.

g. All non-public school runs shall be clearly designated to advise drivers and attendants that these runs are subject to a different calendar than the public school calendar.

5. Assignment of Work to 4000 Series

The following factors will be considered when assigning drivers and attendants:

- a. Attendance
- b. Ability to build a rapport with school administrators and parents
- c. Input 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 physical handicaps
- h. Driving record
- i. Sensitivity to the needs of special students
- j. Interest by the employee in expanding his/her base of knowledge concerning handicapping conditions, learning disabilities, etc.

6. Assignment of Field Trips

Field trips will be assigned by the dispatcher using seniority by bus locations.

7. Salary Dispute Resolution

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

8. Transfers

Transfer forms will be utilized for requests for type of assignment (regular/special needs) and work location. A transfer list will be maintained in the Office of Transportation and will be updated annually on the final day of the scheduled school year. Requests for transfer will be considered on a seniority basis. Transfer forms may be submitted or withdrawn at any time during the year. The union will be provided a copy of the transfer list.

9. Summer Work

A list of assignments for summer work, to include hire date, type of assignment, dates of assignment, and total projected hours will be provided prior to the summer operation. Upon request, a list of hours worked during the summer operation will be provided to the Union president.

ARTICLE XIX -- Salaries

1. Basic Salaries

The basic salaries of employees covered by this Agreement are set forth in Appendix A which is attached to, and incorporated in this Agreement. These salaries shall remain in effect from July 1 through June 30.

2. Longevity

At the beginning of 10, 15, 20, 25, 30, 35, and 40 years of permanent employment with the Board, the employee shall receive longevity salary increments in accordance with the current salary schedule.

3. Salary Errors

In the event of salary error, neither the Board nor the employee may claim salary adjustment for any more than the fiscal year in which the error is detected. When an overpayment occurs, the Office of Payroll will establish a repayment schedule with the employee. The employee must be paid at the correct rate of pay for two (2) pay periods before repayment deductions begin. However, at the employee's request, repayment deductions may begin immediately.

ARTICLE XX -- Effect of Agreement

1. Change in Rules and Policies

All Board functions and responsibilities not expressly modified or restricted by this Agreement are retained and vested exclusively in the Board. The Board retains the right to make or change rules or policies not in conflict with this Agreement or with Title 6, Subtitle 5 of the Annotated Code of Maryland.

2. Contrary to Law

In the event any article, section or portion of this Agreement should be held unlawful by any court of competent jurisdiction, only the specified article, section or portion thereof shall be invalid; all other articles, sections and portions of this Agreement shall remain in full force and effect for the duration of the Agreement. Upon issuance of such a decision, the board and the Union agree to immediately negotiate a substitute, if possible, for the invalidated article, section or portion thereof.

ARTICLE XXI
Duration of Agreement

The provisions of this Agreement shall be effective from July 1, 2003 and shall continue in effect through June 30, 2007, except as follows. Unless the parties mutually agree to the contrary during negotiations, negotiable items for FY 05 through FY 07 will be limited to wage reopeners (i.e., wages beyond the minimum cost of living requests made by the Board of Education for each of these three (3) fiscal years), and up to two Articles selected by each respective party. Implementation of any fiscal provisions of this Agreement is dependent upon the appropriation of the necessary funds by the County Executive and the County Council of Baltimore County. The Board of Education will request the following minimum cost of living adjustments (COLA) for each fiscal year as follows: FY 05 – 2%; FY 06 – 2%; and FY 07 – 3%.

FOR THE UNION:

Council 67

Thomas Kelleher

Local 434

Lora Williams
Denise Keller
Dee Jackson

Reggie Downing
Barbara Sirbaugh

Consultants

Dolottie Layton
Howard Warthen III

Phil Schufer
Edmund Blusiewicz

FOR THE BOARD:

Dan Capozzi
Dennis Elkins
Cynthia Hamlet
Kathleen Harmon

Ed Dieffenbach
Linda Fitchett
Randy Grimsley

Appendix A-1
Maintenance, Operations, and Cooks
(Hourly)
2003-04

Grade	Step 1	Step 2	Step 3	Step 4	Step 5
1	7.15	7.43	7.73	8.02	8.35
2	7.73	8.04	8.36	8.68	9.04
3	8.35	8.68	9.04	9.40	9.79
4	9.03	9.40	9.79	10.17	10.57
5	9.79	10.17	10.57	11.00	11.43
6	10.57	10.99	11.43	11.88	12.37
7	11.42	11.88	12.36	12.84	13.36
8	12.36	12.83	13.35	13.89	14.44
9	13.35	13.88	14.44	15.03	15.61
10	14.43	15.03	15.60	16.23	16.89
11	15.59	16.22	16.88	17.54	18.26
12	16.85	17.53	18.23	18.97	19.73
13	18.22	18.96	19.73	20.50	21.33
14	19.72	20.49	21.32	22.16	23.05

Longevity Steps

10 years = 0.59 15 years = 1.15 20 years = 1.74 25 years = 2.31
 30 years = 2.90 35 years = 3.47 40 years = 4.07

Shift Differentials

2nd shift = 0.14 3rd shift = 0.24 1st shift NCW = 0.14
 2nd shift NCW = 0.24 3rd shift NCW = 0.36

Appendix A-2
Hourly salary schedule
Attendants 2003-04

Grade	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
2	8.33	8.59	8.88	9.13	9.57	9.87

Longevity Steps

10 years = .81 15 years = 1.45 20 years = 2.08 25 years = 2.70
 30 years = 3.33 35 years = 3.96 40 years = 4.58

Appendix A-3
Hourly salary schedule
Bus Drivers 2003-04

Grade	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
6	10.70	11.10	11.47	11.90	12.55	12.99

Longevity Steps

10 years = .88 15 years = 1.51 20 years = 2.15 25 years = 2.77
 30 years = 3.39 35 years = 4.05 40 years = 4.69

APPENDIX B

Medical, Dental, and Vision Deductions for Full-Time Employees 9/1/2003 – 8/31/2004

Medical Insurance	Total Premium	Your Annual Share	Your Bi-Weekly Deduction*
Care First BlueCross BlueShield Triple Choice/MPOS			
Individual	\$ 4,335.48	\$ 433.60	\$21.68
Parent/Child	8,590.80	859.00	42.95
Husband/Wife	10,347.36	1,034.80	51.74
Family	11,666.28	1,166.60	58.33
Kaiser Permanente HMO (Maryland Only)			
Individual	\$3,143.16	\$314.20	\$15.71
Parent/Child(ren)	5,972.16	597.20	29.86
Husband/Wife	7,386.60	738.60	36.93
Family	9,429.60	942.80	47.14
Keystone Health Plan HMO (Pennsylvania Residents Only)			
Individual	\$3,590.52	\$359.00	\$17.95
Parent/Child	7,001.40	700.00	35.00
Husband/Wife	7,899.00	789.80	39.49
Family	11,309.88	1,130.80	56.54
Dental Insurance			
	Total Premium	Your Annual Share	Your Bi-Weekly Deduction*
CareFirst BlueCross BlueShield Preferred Dental			
Individual	\$243.60	\$85.20	\$4.26
Parent/Child or Husband/Wife	527.76	184.60	9.23
Family	800.28	280.00	14.00
CareFirst BlueCross BlueShield Maryland Dental			
Individual	\$277.80	\$119.40	\$5.97
Parent/Child or Husband/Wife	582.48	239.20	11.96
Family	978.36	458.00	22.90
CIGNA Dental DHMO			
Individual	\$304.08	\$145.60	\$7.28
Parent/Child or Husband/Wife	582.84	239.60	11.98
Family	876.24	355.80	17.79
Vision Insurance Vision Service Plan			
	Total Premium	Your Annual Share	Your Bi-Weekly Deduction*
Individual (Free if FTE is .5 or greater)	\$31.20	\$ -	\$ -
Family (includes Parent/Child and Husband/Wife)	100.68	69.60	3.48

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

Appendix C

APPENDIX D
BOARD OF EDUCATION OF BALTIMORE COUNTY
 Department of Planning and Support Operations
 Office of Transportation

**1940 G Greenspring Drive
 Timonium, Maryland 21093**

Linda Fitchett
 Director

Phone: 410-887-4321
 Fax: 410-887-7830

TRANSFER REQUEST
Bus Driver/Attendant

School Year
2___/2___

Area: _____
Name: _____
Social Security Number: _____

I am currently a:

Driver	Attendant
--------	------------------

Instructions:

1. Complete this form if you are requesting a transfer from your present assignment.
2. If you request a transfer on this form and later decide to alter your request, you should indicate this by submitting a new Transfer Request form.
3. Transfer forms will be maintained in the Office of Transportation for the duration of the current school year.
4. Requests for transfer must be re-submitted, on this form, each June for the following school year.

Please check as applicable below:

Full-Time (40 Hours Per Week)	Part-Time (25 Hours Per Week)
Regular Route	Special Needs (if you select special, please complete below)
	Alternative
	Emotionally Handicapped
	ESOL
	Non-Public Programs
	Physically Handicapped
	Special Classes in Public Schools
Location:	
Southwest	Northwest
<input type="checkbox"/> Arbutus <input type="checkbox"/> Inwood	<input type="checkbox"/> Windsor Mill <input type="checkbox"/> Wabash
Northeast	Southeast
<input type="checkbox"/> Kenwood <input type="checkbox"/> Rosedale	<input type="checkbox"/> Dundalk <input type="checkbox"/> Hopkins Creek
Central	
<input type="checkbox"/> Cockeysville	<input type="checkbox"/> Providence <input type="checkbox"/> Hereford
Comments:	

Employee's Signature

Date

RETURN TO THE OFFICE OF TRANSPORTATION

Office of Transportation Use Only
Adjusted Hire Date_____

BOARD OF EDUCATION OF BALTIMORE COUNTY

Donald Arnold, President

Dr. Joe Hairston, Superintendent

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

Lora Williams, President

Thomas Kelleher, Council 67