

Supplement

to the

MASTER AGREEMENT

between

Council 67/Local 434

of the

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

and the

**BOARD OF EDUCATION
OF BALTIMORE COUNTY**

July 1, 2005 - June 30, 2007

(THIS DOCUMENT REPLACES ALL PRIOR SUPPLEMENTS.)

ARTICLE VII – ABSENCES AND LEAVES

12. UNIFIED SICK LEAVE BANK (This language becomes effective July 1, 2006.)

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

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

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

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

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

Employees meeting the eligibility requirements will be assessed a contribution when enrolled. The initial assessment and subsequent employee contributions will be based upon the needs of the USLB as determined by its governing committee.

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

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

USLB GOVERNING COMMITTEE. Each union will appoint a USLB governing committee from its membership. The committee shall meet as needed to: review and verify employee requests to draw from the bank; recommend the approval or denial of such requests to the employee, to the Office of Risk Management and to other Board of Education (BOE) offices, as necessary; and to review the decision of the Manager of the Office of Risk Management regarding approval or denial of the request to draw from the USLB. Representatives of the committees shall meet with representatives of the BOE to develop procedural rules for the administration of the USLB. After approval by the Superintendent and the bargaining units, the USLB rules shall be distributed to employees. The representatives of the committees shall meet at least once annually with representatives of the BOE to review the rules and procedures of the Unified Sick Leave Bank, and to make recommendations for revisions to the rules and/or procedures.

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

ARTICLE IX - EDUCATIONAL ASSISTANCE BENEFIT

1. Financial Assistance

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

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

ARTICLE X - TRANSPORTATION REIMBURSEMENT

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

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

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

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

When computing mileage, the employee's normal round-trip commuting distance to his regularly assigned location shall be subtracted from the total mileage incurred. Those employees without a regularly assigned work

location (painters, stationary crews, roofing inspectors) will be assigned to a specific location at the beginning of each fiscal year for the purpose of computing their travel reimbursement. Transportation reimbursement shall be provided for an employee traveling to a medical facility from his/her work location and back to the work location, due to an injury on the job. Transportation reimbursement shall be provided for an employee traveling to and from a medical facility from his/her legal residence when required and confirmed in writing by the medical facility personnel.

ARTICLE XV - JOB SECURITY AND TRANSFERS

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

2. Posting of Vacancies

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

Employees of the Board of Education shall be considered first and take precedence over outside applicants for these positions, provided the employee possesses the qualifications required for the job opening that are equal to those of outside applicants. Where experience and competency are equal, seniority shall prevail in the selection between two (2) or more employees.

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

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

5. Promotion – Demotion

PROMOTION

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

Promotion from one pay grade to the next consecutive pay grade shall be made in such a manner that the employee promoted shall move to 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 procedures, but only for reasons of alleged arbitrariness or failure to follow procedures.

DEMOTION - No change

ARTICLE XVII - SAFETY AND HEALTH

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

Any case of threat (assault) and/or physical attack (battery) upon a staff member while acting within the scope of his/her duties shall be promptly reported to the supervisor. The scope of the employee's duties, in such cases, shall

be defined to include the regular workday, and any extra-curricular activity or duty, whether school-sponsored or PTA-sponsored.

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

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

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

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

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

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

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

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

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

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

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

APPENDIX A

BALTIMORE COUNTY PUBLIC SCHOOLS

Proposed AFSCME Hourly Salary Schedule, 2005-06

Step	01	02	03	04	05	06	07	08	09	10	11	12	Step
01	8.55	9.25	10.01	10.82	11.70	12.66	13.70	14.82	16.03	17.34	18.75	20.28	01
02	8.89	9.62	10.40	11.25	12.17	13.17	14.25	15.41	16.67	18.03	19.50	21.09	02
03	9.25	10.01	10.82	11.70	12.66	13.70	14.82	16.03	17.34	18.75	20.28	21.93	03
04	9.62	10.40	11.25	12.17	13.17	14.25	15.41	16.67	18.03	19.50	21.09	22.81	04
05	10.01	10.82	11.70	12.66	13.70	14.82	16.03	17.34	18.75	20.28	21.93	23.72	05
06	10.40	11.25	12.17	13.17	14.25	15.41	16.67	18.03	19.50	21.09	22.81	24.67	06
31	8.89	9.62	10.40	11.25	12.17	13.17	14.25	15.41	16.67	18.03	19.50	21.09	31
32	9.25	10.01	10.82	11.70	12.66	13.70	14.82	16.03	17.34	18.75	20.28	21.93	32
33	9.62	10.40	11.25	12.17	13.17	14.25	15.41	16.67	18.03	19.50	21.09	22.81	33
34	10.01	10.82	11.70	12.66	13.70	14.82	16.03	17.34	18.75	20.28	21.93	23.72	34
35	10.40	11.25	12.17	13.17	14.25	15.41	16.67	18.03	19.50	21.09	22.81	24.67	35
36	10.82	11.70	12.66	13.70	14.82	16.03	17.34	18.75	20.28	21.93	23.72	25.66	36
61	9.25	10.01	10.82	11.70	12.66	13.70	14.82	16.03	17.34	18.75	20.28	21.93	61
62	9.62	10.40	11.25	12.17	13.17	14.25	15.41	16.67	18.03	19.50	21.09	22.81	62
63	10.01	10.82	11.70	12.66	13.70	14.82	16.03	17.34	18.75	20.28	21.93	23.72	63
64	10.40	11.25	12.17	13.17	14.25	15.41	16.67	18.03	19.50	21.09	22.81	24.67	64
65	10.82	11.70	12.66	13.70	14.82	16.03	17.34	18.75	20.28	21.93	23.72	25.66	65
66	11.25	12.17	13.17	14.25	15.41	16.67	18.03	19.50	21.09	22.81	24.67	26.69	66
91	9.62	10.40	11.25	12.17	13.17	14.25	15.41	16.67	18.03	19.50	21.09	22.81	91
92	10.01	10.82	11.70	12.66	13.70	14.82	16.03	17.34	18.75	20.28	21.93	23.72	92
93	10.40	11.25	12.17	13.17	14.25	15.41	16.67	18.03	19.50	21.09	22.81	24.67	93
94	10.82	11.70	12.66	13.70	14.82	16.03	17.34	18.75	20.28	21.93	23.72	25.66	94
95	11.25	12.17	13.17	14.25	15.41	16.67	18.03	19.50	21.09	22.81	24.67	26.69	95
96	11.70	12.66	13.70	14.82	16.03	17.34	18.75	20.28	21.93	23.72	25.66	27.76	96

Longevity Steps

10 years	0.83
15 years	1.46
20 years	2.10
25 years	2.72
30 years	3.34
35 years	4.00
40 years	4.64

Shift Differentials

2nd Shift =	0.28
3rd Shift =	0.48
1st Shift NCW =	0.28
2nd Shift NCW =	0.48
3rd Shift NCW =	0.72

NCW = Non-consecutive Work Week

APPENDIX A

STEP	DRIVERS PARTIAL GRADE 05
01	11.32
02	11.73
03	12.13
04	12.58
05	13.27
06	13.74
31	11.73
32	12.13
33	12.58
34	13.27
35	13.74
36	14.18
61	12.13
62	12.58
63	13.27
64	13.74
65	14.18
66	14.64

**Longevity Steps for Attendants,
Bus Drivers, and Routing Assistants,
2005-06**

YRS	
10	0.88
15	1.51
20	2.15
25	2.77
30	3.39
35	4.05
40	4.69

APPENDIX B
FLEXIBLE BENEFITS PLAN 2005-2006

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

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

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