

2010-2011

Supplement

to the

MASTER AGREEMENT

between the

Board of Education of Baltimore County

and the

**Education Support Professionals of Baltimore
County
(ESPBC)**

(Formerly known as BACE)

**(THIS SUPPLEMENT INCLUDES NEGOTIATED REVISIONS TO THE MASTER
AGREEMENT AND REPLACES THE 2009-2010 SUPPLEMENT.)**

Article 4 – Negotiations Process

4.1 Designation of Negotiators

Prior to September 15 of each year, the Board and the Association shall each designate in writing, to the other, the name of the chairperson of its negotiating team.

Prior to September 15 of each year, the Board and the Association shall each designate in writing, to the other, not more than four (4) other official representatives to serve on its negotiating team. The negotiating teams of the Board and the Association may have four (4) 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 Association shall retain the right to replace the chairperson or members of their teams at their individual discretion.

4.2 Proposals

Requests by the Association and the Board to amend the existing Agreement must be submitted in writing no later than September 30 of each school year in which the contract expires.

4.3 Time Limit - Impasse

Negotiation of all items submitted must be completed by November 30, unless the impasse procedure provided in Title 6, Subtitle 5 of the Education Article 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 Education Article 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 Association.

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.

Article 7 - Wages and Working Hours

7.3 Overtime

Any employee who obtains prior authorization from an appropriate administrator/supervisor to work in excess of his/her normal schedule shall be compensated by agreed upon compensatory time hour for hour or by cash payment as follows:

- a. Up to forty (40) hours per workweek -- (1) cash payment-employee's hourly rate or (2) compensatory time-hour for hour.

b. Hours in excess of forty (40) hours per workweek -- (1) cash payment-time and one-half employee's hourly rate or (2) compensatory time-one and one-half hours per hour.

c. Any employee who earns compensatory time shall be provided the opportunity to use that compensatory time prior to the end of the school year for ten (10) month employees or the end of the fiscal year for twelve (12) month employees. Unused compensatory time shall be paid to the employee at the end of the fiscal year.

Article 8 - Absences and Leaves

8.7 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. Requests 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. In the event of a premature delivery (before the completion of the thirty-seventh (37th) week), where the employee has not yet filed for leave, the *Application for Child Rearing Leave of Absence* must be received in the Department of Human Resources no later than thirty (30) days from the date of birth of the child(ren).

Article 9 – Insurance Benefits

Health Insurance—Retired Members

9.8 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 military service time recognized by the Board, who retire under the Maryland State Teachers' Retirement or Pension System, or the Baltimore County Employee Retirement System (ERS). Specific price tags for available plans will be according to schedules contained in the Retiree Enrollment Guide. Contributions by the Board shall be made to employees hired prior to January 1, 2011 in accordance with the following schedule:

	<u>Pre-65</u> Options 1 & 2	<u>Only for retirees age 65 or older</u> Option 3-A Option 3-B	
		CareFirst Med. Supp.	Kaiser Med. Plus
10-19 years of service	50%	36%	68%
20-29 years of service	75%	66%	100%
30 or more years of service	90%	84%	100%

9.8.1 Employees hired on or after January 1, 2011 will be enrolled in a basic allowance health care subsidy. The flat dollar amounts listed on Appendix D will be adjusted by the lesser of the growth in the US Consumer Price Index (CPI) in the prior calendar year or 4%. Appendix D will be updated yearly by BCPS.

9.8.2 The Board shall implement a Prescription Drug Plan (PDP) for Medicare-eligible retirees.

9.8.3 The Board shall continue to provide the payment set in Section 9.8 for one (1) 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.

Article 11 - Transportation Reimbursement

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

- a. Attendance at a meeting called by an appropriate administrator.
- b. Banking and Post Office business.
- c. Travel from one work location to another at the direction of the appropriate administrator.
- d. Staff development activities held during the regular day.
- e. Employees assigned to two (2) or more locations on any given day will be reimbursed for the total mileage incurred less the normal round-trip commuting distance to the closest school or office to which the employee is assigned.

Reimbursement forms will be submitted monthly, bi-monthly, or quarterly. No reimbursement of less than fifteen dollars (\$15.00) will be paid to an employee during any period of time, except for the final reimbursement of the fiscal year, which may be submitted for less than fifteen dollars (\$15.00). Final reimbursement reports must be submitted by June 30 for ten (10) month employees, or within seven (7) duty days of the close of the fiscal year for all other employees in order to receive reimbursement.

Article 13 – Vacations

13.5 In determining vacation schedules, effort shall be made to comply with the employee's request; however, when there is a conflict between employee work schedules and an individual employee's request, work schedules will take precedence. Vacations shall be requested at least twenty-four (24) hours in advance and require the approval of the appropriate administrator, with the exception of vacation requested for use during inclement weather days.

Article 18 - Salaries

18.2 Longevity

At the beginning of the 11th, 13th, 15th, 17th, 19th, 21st, 23rd, 25th, 27th, 29th, 31st, 33rd, 35th, 37th, and 40th year of permanent employment with the Board of Education, the employee shall receive longevity salary increments in accordance with the current salary schedule.

18.6 Summer Rates for Paraeducators

The rate of pay for paraeducators who perform summer work as paraeducators shall be the same hourly rate of pay as paid during the prior school year for pre-July 1 work, or at the hourly rate of pay for the coming school year for work performed on or after July 1.

18.7 Extra Duty Activities

Individuals accepting an extra duty activity (EDA) responsibility shall be paid an hourly rate of pay based on the negotiated rates for the respective position(s) identified in the Master Agreement between TABCO and the Board of Education of Baltimore County (Board). Payment for these services shall be thirteen dollars (\$13.00) per hour, based on FY 09 rates. When, as a result of sponsoring an EDA, an employee exceeds forty (40) working hours during a regular work week, the rate of compensation for the EDA hours above forty hours will be time-and-one half, or nineteen dollars and fifty cents (\$19.50).

In subsequent years, the same calculation formula as used in FY 09 will be used to determine the hourly rate and the overtime rate.

18.8 Staff Development Activities

Paraeducators who are employed by BCPS as paraeducators during the summer and who choose to attend summer staff development activities shall be compensated at their respective hourly rate of pay.

Paraeducators who are not employed by BCPS during the summer, but who choose to attend staff development activities during the summer, shall be compensated at a rate of seventeen dollars and fifty cents (\$17.50) per hour.

Paraeducators who attend staff development activities during the school year (outside of their scheduled work day) shall be compensated at his/her hourly rate of pay.

Article 21 - Duration of the Agreement

The provisions of this Agreement shall be effective from July 1, 2007 through June 30, 2012, except as indicated in the following. Unless the parties mutually agree to the contrary during negotiations, negotiable items for FY 09 through FY 12 will be limited to wage re-openers, i.e., wages and other rates of pay included in the Agreement and three (3) articles selected by each respective party. Article 9 shall remain constant through FY 09. In subsequent years, Article 9 shall be subject to the re-openers noted above. Implementation of negotiated fiscal provisions each year of this Agreement is dependent upon the appropriation of the necessary funds by the County Executive and County Council of Baltimore County.

For FY 11 and FY 12, salary schedule step and longevity increases will be funded. In addition, there will be no furloughs or layoffs of bargaining unit employees, and the 90 %-10% health care premium split will be maintained for, at least, those same two years.

Memorandum of Understanding

It is agreed that for a one-year period of time (FY10), the following provisions will apply to Section 3.2, *Leave for Association Business*:

Leave for association business for any employee will be limited to ten (10) days for ten (10) month employees and twelve (12) days for twelve (12) month employees. Individuals elected to the MSTA or NEA Board of Directors will be permitted to use an additional five (5) days of leave for association business.

This MOU shall end on June 30, 2010. ESPBC or the Board may reintroduce this proposal during negotiations without using one of their three (3) openers.

Memorandum of Understanding

It is agreed that representatives of the Board and the Association will meet to discuss the practice of permitting paraeducators to substitute for the classroom teacher. The following issues will be addressed and/or researched:

- The activities for which a paraeducator shall be compensated
- The rate of pay
- The manner in which paraeducators across the State of Maryland are compensated for substituting for teachers

Recommendations of the study committee shall be submitted to the Office of Staff Relations and to the ESPBC Board of Directors by September 30, 2010.

Appendix A-1

BALTIMORE COUNTY PUBLIC SCHOOLS

2010-2011 Salary Scale for Paraeducators

Effective July 1, 2010

Step	Grade 31 High School < 30 Hours	Grade 32 High School Plus 30 Hours	Grade 33 High School Plus 60 Hours	Grade 34 High School Plus 90 Hours	Grade 35 Bachelor's Degree
01	14.17	14.60	15.03	15.46	15.89
02	14.83	15.25	15.69	16.11	16.54
03	15.47	15.91	16.33	16.76	17.19
04	16.09	16.54	16.98	17.44	17.88
05	16.74	17.20	17.67	18.12	18.59
06	17.41	17.89	18.37	18.85	19.34
07	18.11	18.61	19.10	19.60	20.11
08	18.83	19.35	19.86	20.38	20.91
09	19.58	20.12	20.65	21.20	21.75
10	20.36	20.92	21.48	22.05	22.62

Longevity Steps	
11 years	= 0.75
13 years	= 1.12
15 years	= 1.50
17 years	= 1.87
19 years	= 2.24
21 years	= 2.61
23 years	= 2.98
25 years	= 3.36
27 years	= 3.73
29 years	= 4.11
31 years	= 4.48
33 years	= 5.22
35 years	= 5.96
37 years	= 6.70
40 years	= 7.44

Appendix A-2

BALTIMORE COUNTY PUBLIC SCHOOLS

2010-2011 Salary Schedule for Ten-Month Interpreters

Effective July 1, 2010

GRADE	10	11	12
STEP			
01	19.38	20.11	20.92
02	20.16	20.92	21.76
03	20.96	21.76	22.63
04	22.01	22.85	23.76
05	23.11	23.99	24.95
06	24.27	25.19	26.20
07	25.48	26.46	27.51
08	26.75	27.78	28.89
09	27.93	29.00	30.16
10	29.16	30.28	31.49
31	20.16	20.92	21.76
32	20.96	21.76	22.63
33	22.01	22.85	23.76
34	23.11	23.99	24.95
35	24.27	25.19	26.20
36	25.48	26.46	27.51
37	26.75	27.78	28.89
38	27.93	29.00	30.16
39	29.16	30.28	31.49
40	30.44	31.61	32.88
61	20.96	21.76	22.63
62	22.01	22.85	23.76
63	23.11	23.99	24.95
64	24.27	25.19	26.20
65	25.48	26.46	27.51
66	26.75	27.78	28.89
67	27.93	29.00	30.16
68	29.16	30.28	31.49
69	30.44	31.61	32.88
70	31.78	33.00	34.33

Longevity Steps:

- 11 years = 0.75**
- 13 years = 1.12**
- 15 years = 1.50**
- 17 years = 1.87**
- 19 years = 2.24**
- 21 years = 2.61**
- 23 years = 2.98**
- 25 years = 3.36**
- 27 years = 3.73**
- 29 years = 4.11**
- 31 years = 4.48**
- 33 years = 5.22**
- 35 years = 5.96**
- 37 years = 6.70**
- 40 years = 7.44**

Grade 10 = Not certified

Grade 11 = Possession of NAD-RID National Level II Interpreter Certification; or

- **NIC Generalist Certification; or**
- **RID Certificate of Interpreting; or**
- **RID Certificate of Transliteration**

Grade 12 = Possession of RID Certificate of Interpreting and Certificate of Transliteration; or

- **NAD-RID National Level IV or V Interpreter Certification; or**
- **NIC Certified Master or Advanced Level Certification**

Appendix A-3

BALTIMORE COUNTY PUBLIC SCHOOLS
2010-2011 Salary Scale for ESPBC-represented Office Professionals and Classified Employees
Effective July 1, 2010

GRADE	01	02	03	04	05	06	07	08	09	10	11	12	13	Grade
STEP														STEP
01	13.22	13.87	14.54	15.19	15.85	16.53	17.22	17.94	18.65	19.38	20.11	20.92	21.76	01
02	13.75	14.42	15.12	15.80	16.48	17.19	17.91	18.66	19.39	20.16	20.92	21.76	22.63	02
03	14.30	15.00	15.73	16.43	17.14	17.88	18.63	19.40	20.17	20.96	21.76	22.63	23.54	03
04	15.01	15.75	16.51	17.25	18.00	18.78	19.56	20.37	21.18	22.01	22.85	23.76	24.72	04
05	15.76	16.54	17.34	18.12	18.90	19.72	20.53	21.39	22.24	23.11	23.99	24.95	25.96	05
06	16.55	17.37	18.21	19.03	19.85	20.71	21.56	22.46	23.35	24.27	25.19	26.20	27.26	06
07	17.38	18.24	19.12	19.98	20.84	21.75	22.64	23.58	24.51	25.48	26.46	27.51	28.62	07
08	18.25	19.15	20.07	20.98	21.88	22.84	23.78	24.77	25.73	26.75	27.78	28.89	30.05	08
09	19.05	19.99	20.95	21.90	22.84	23.84	24.83	25.86	26.86	27.93	29.00	30.16	31.37	09
10	19.89	20.87	21.87	22.86	23.84	24.89	25.92	27.00	28.04	29.16	30.28	31.49	32.75	10
31	13.75	14.42	15.12	15.80	16.48	17.19	17.91	18.66	19.39	20.16	20.92	21.76	22.63	31
32	14.30	15.00	15.73	16.43	17.14	17.88	18.63	19.40	20.17	20.96	21.76	22.63	23.54	32
33	15.01	15.75	16.51	17.25	18.00	18.78	19.56	20.37	21.18	22.01	22.85	23.76	24.72	33
34	15.76	16.54	17.34	18.12	18.90	19.72	20.53	21.39	22.24	23.11	23.99	24.95	25.96	34
35	16.55	17.37	18.21	19.03	19.85	20.71	21.56	22.46	23.35	24.27	25.19	26.20	27.26	35
36	17.38	18.24	19.12	19.98	20.84	21.75	22.64	23.58	24.51	25.48	26.46	27.51	28.62	36
37	18.25	19.15	20.07	20.98	21.88	22.84	23.78	24.77	25.73	26.75	27.78	28.89	30.05	37
38	19.05	19.99	20.95	21.90	22.84	23.84	24.83	25.86	26.86	27.93	29.00	30.16	31.37	38
39	19.89	20.87	21.87	22.86	23.84	24.89	25.92	27.00	28.04	29.16	30.28	31.49	32.75	39
40	20.77	21.79	22.83	23.87	24.89	25.99	27.06	28.19	29.27	30.44	31.61	32.88	34.19	40
61	14.30	15.00	15.73	16.43	17.14	17.88	18.63	19.40	20.17	20.96	21.76	22.63	23.54	61
62	15.01	15.75	16.51	17.25	18.00	18.78	19.56	20.37	21.18	22.01	22.85	23.76	24.72	62
63	15.76	16.54	17.34	18.12	18.90	19.72	20.53	21.39	22.24	23.11	23.99	24.95	25.96	63
64	16.55	17.37	18.21	19.03	19.85	20.71	21.56	22.46	23.35	24.27	25.19	26.20	27.26	64
65	17.38	18.24	19.12	19.98	20.84	21.75	22.64	23.58	24.51	25.48	26.46	27.51	28.62	65
66	18.25	19.15	20.07	20.98	21.88	22.84	23.78	24.77	25.73	26.75	27.78	28.89	30.05	66
67	19.05	19.99	20.95	21.90	22.84	23.84	24.83	25.86	26.86	27.93	29.00	30.16	31.37	67
68	19.89	20.87	21.87	22.86	23.84	24.89	25.92	27.00	28.04	29.16	30.28	31.49	32.75	68
69	20.77	21.79	22.83	23.87	24.89	25.99	27.06	28.19	29.27	30.44	31.61	32.88	34.19	69
70	21.68	22.75	23.83	24.92	25.99	27.13	28.25	29.43	30.56	31.78	33.00	34.33	35.69	70

Longevity Steps:

11 years = 0.65	21 years = 2.27	31 years = 3.88
13 years = 0.97	23 years = 2.59	33 years = 4.53
15 years = 1.29	25 years = 2.91	35 years = 5.18
17 years = 1.62	27 years = 3.23	37 years = 5.83
19 years = 1.94	29 years = 3.56	40 years = 6.48

Appendix B

FLEXIBLE BENEFITS PLAN

Medical, Dental, & Vision Deductions for Full-Time Employees Effective 9/1/2010 - 12/31/2010

MEDICAL INSURANCE	Total Premium or Equivalent	Board Annual Share	Your Annual Share	Your bi-weekly Deduction *
<i>CareFirst BlueCross BlueShield Triple Choice/MPOS</i>				
Individual	\$ 6,687.36	\$ 6018.76	\$ 668.60	\$ 33.43
Parent/Child	13,249.44	11,924.64	1,324.80	66.24
Two Adults	15,958.32	14,362.52	1,595.80	79.79
Family	17,992.56	16,193.36	1,799.20	89.96
<i>Kaiser Permanente HMO</i>				
Individual	\$ 5,771.64	\$ 5,194.64	\$ 577.00	\$ 28.85
Parent/Child(ren)	10,966.08	9,869.48	1,096.60	54.83
Two Adults	13,563.36	12,207.16	1,356.20	67.81
Family	17,314.92	15,583.52	1,731.40	86.57
<i>Keystone Health Plan HMO (PA residents only)</i>				
Individual	\$ 7,914.60	\$ 7,123.20	\$ 791.40	\$ 39.57
Parent/Child	15,433.44	13,890.24	1,543.20	77.16
Two Adults	17,413.08	15,671.88	1,741.20	87.06
Family	24,931.32	22,438.32	2,493.00	124.65
DENTAL INSURANCE	Total Premium or Equivalent	Board Annual Share	Your Annual Share	Your bi-weekly Deduction *
<i>CareFirst Regional Dental PPO</i>				
Individual	\$ 290.28	\$ 188.68	\$ 101.60	\$ 5.08
Parent/Child or Two Adults	628.80	408.60	220.20	11.01
Family	953.28	619.28	334.00	16.70
<i>CareFirst Regional Dental Traditional</i>				
Individual	\$ 328.92	\$ 188.72	\$ 140.20	\$ 7.01
Parent/Child or Two Adults	689.64	408.24	281.40	14.07
Family	1,158.24	619.04	539.20	26.96
<i>CIGNA Dental DHMO</i>				
Individual	\$ 376.56	\$ 188.76	\$ 187.80	\$ 9.39
Parent/Child(ren) or Two Adults	721.80	408.80	313.00	15.65
Family	1,085.16	619.76	465.40	23.27
VISION INSURANCE	Total Premium or Equivalent	Board Annual Share	Your Annual Share	Your bi-weekly Deduction *
<i>Vision Service Plan</i>				
Individual (Free if FTE is .5 or greater)	\$ 37.80	\$ 37.80	\$ -	\$ -
Family (includes Parent/Child and Two Adults)	144.96	37.96	107.00	5.35

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

New health, dental, and vision plan options will be available during the October/November Employee Open Enrollment period. The plan year for all BCPS plans will become the calendar year beginning January 1, 2011 in order to be consistent with the way benefit usage is currently calculated. Although specific plan costs may change as of January 1, 2011 to begin the new plan year, the health care premium rate splits will remain 90% (BCPS) and 10% (employee).

Appendix D

**RETIREMENT HEALTH PLAN ALLOWANCE FOR BCPS EMPLOYEES HIRED
ON OR AFTER JANUARY 1, 2011**

Original Base Amounts

PRE-MEDICARE RETIREES

MEDICARE RETIREES

Base Allowance per Years of Service
\$150.00 \$225.00

Base Allowance per Years or Service
\$100.00 \$150.00

Yrs. Of Service	Retiree	Retiree & Dependent	Retiree	Retiree & Dependent
10	\$1,500.00	\$2,250.00	\$1,000.00	\$1,500.00
11	\$1,650.00	\$2,475.00	\$1,100.00	\$1,650.00
12	\$1,800.00	\$2,700.00	\$1,200.00	\$1,800.00
13	\$1,950.00	\$2,925.00	\$1,300.00	\$1,950.00
14	\$2,100.00	\$3,150.00	\$1,400.00	\$2,100.00
15	\$2,250.00	\$3,375.00	\$1,500.00	\$2,250.00
16	\$2,400.00	\$3,600.00	\$1,600.00	\$2,400.00
17	\$2,550.00	\$3,825.00	\$1,700.00	\$2,550.00
18	\$2,700.00	\$4,050.00	\$1,800.00	\$2,700.00
19	\$2,850.00	\$4,275.00	\$1,900.00	\$2,850.00
20	\$3,000.00	\$4,500.00	\$2,000.00	\$3,000.00
21	\$3,150.00	\$4,725.00	\$2,100.00	\$3,150.00
22	\$3,300.00	\$4,950.00	\$2,200.00	\$3,300.00
23	\$3,450.00	\$5,175.00	\$2,300.00	\$3,450.00
24	\$3,600.00	\$5,400.00	\$2,400.00	\$3,600.00
25	\$3,750.00	\$5,625.00	\$2,500.00	\$3,750.00
26	\$3,900.00	\$5,850.00	\$2,600.00	\$3,900.00
27	\$4,050.00	\$6,075.00	\$2,700.00	\$4,050.00
28	\$4,200.00	\$6,300.00	\$2,800.00	\$4,200.00
29	\$4,350.00	\$6,525.00	\$2,900.00	\$4,350.00
30	\$4,500.00	\$6,750.00	\$3,000.00	\$4,500.00
31	\$4,650.00	\$6,975.00	\$3,100.00	\$4,650.00
32	\$4,800.00	\$7,200.00	\$3,200.00	\$4,800.00
33	\$4,950.00	\$7,425.00	\$3,300.00	\$4,950.00
34	\$5,100.00	\$7,650.00	\$3,400.00	\$5,100.00
35	\$5,250.00	\$7,875.00	\$3,500.00	\$5,250.00

Beginning in FY 09, flat dollar amounts will be adjusted by the lesser of the growth in the US Consumer Price Index (CPI) in the prior year or 4%.

FY 2009 Adjustment (Calendar Year 2007 CPI)	2.85%
FY 2010 Adjustment (Calendar Year 2008 CPI)	3.84%
FY 2011 Adjustment (Calendar Year 2009 CPI)	-0.36%