

BALTIMORE COUNTY PUBLIC SCHOOLS

DATE: March 5, 2013

TO: **BOARD OF EDUCATION**

FROM: S. Dallas Dance, Superintendent

SUBJECT: **CONSIDERATION OF SUPPLEMENTS TO THE MASTER AGREEMENTS FOR AFSCME, CASE, ESPBC, AND TABCO**

ORIGINATOR: Kevin A. Hobbs, Deputy Superintendent

RESOURCE PERSON(S): Lisa Grillo, Chief Human Resource Officer
George M. Duque, Manager, Office of Staff Relations

RECOMMENDATION

That the Board of Education approve the tentatively agreed to edits, changes and additions to the Master Agreements between the Board of Education and the following collective bargaining units: American Federation of State, County and Municipal Employees (AFSCME), Council of Administrative and Supervisory Employees (CASE), Education Support Professionals of Baltimore County (ESPBC), and the Teachers Association of Baltimore County (TABCO).

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BALTIMORE COUNTY PUBLIC SCHOOLS
2012-2013 Collective Bargaining Unit Negotiations

TENTATIVE AGREEMENTS

AFSCME

ARTICLE III
Union's Rights, Privileges, and Responsibilities

Section 13 - Agency Fee

An agency fee will be implemented when the Union attains 72% [80%] membership. The agency fee will go into effect in the fiscal year following this attainment. In the event that membership falls below 68% [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 72% [80%] membership is achieved, all employees hired on or after July 1, 1996 will be affected.

ARTICLE VII
Absences & Leaves

Section 4 - Conference Leave

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 HIS/HER TERM IN OFFICE, HIS/HER PLACE ON THE SALARY SCALE WILL ADVANCE AT THE RATE OF AN EMPLOYEE ON ACTIVE STATUS. SUCH LEAVE SHALL BE ARRANGED SO THAT PAYMENT OF THE PRESIDENT'S SALARY AND DEDUCTIONS FOR RETIREMENT AND FRINGE BENEFITS WILL BE MADE BY THE OFFICE OF PAYROLL AND REIMBURSED BY THE UNION.

THE BOARD AGREES TO RETURN THE PRESIDENT TO A POSITION COMPARABLE TO THAT HELD BY HIM/HER PRIOR TO THE LEAVE OF ABSENCE BEING GRANTED, PROVIDING THE PRESIDENT NOTIFIES THE BOARD OF HIS/HER DESIRE TO RETURN TO THAT POSITION AT THE TIME THE LEAVE IS GRANTED. THIS SECTION APPLIES ONLY IF THE PRESIDENT RETURNS UPON THE EXPIRATION OF THE LEAVE OF ABSENCE AND SHALL BE EXTENDED IN THE EVENT HE/SHE IS RE-ELECTED.

BALTIMORE COUNTY PUBLIC SCHOOLS
2012-2013 Collective Bargaining Unit Negotiations

TENTATIVE AGREEMENTS

AFSCME *(continued)*

ARTICLE VIII
Insurance Benefits

2. Optional Plan Life Insurance

For active employees, additional life insurance (optional) can be purchased in multiples of basic annual earnings. **MINIMUM COVERAGE IS FOR 1X'S THE EMPLOYEE'S BASIC ANNUAL EARNINGS AND MAXIMUM COVERAGE IS 10X'S THE EMPLOYEE'S BASIC ANNUAL EARNINGS UP TO \$1,000,000.** [, 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.

CASE

ARTICLE II
Council Rights and Responsibilities

2.2 The Board will provide CASE with copies of all communications concerning salaries, wages, benefits, hours and other working conditions of CASE **ELIGIBLE EMPLOYEES** [members]. Similarly, decisions made by the Board **AND/OR SUPERINTENDENT OR HIS/HER DESIGNEE** affecting groups of CASE **ELIGIBLE EMPLOYEES** [members] will be provided. CASE will supply the Board with copies of each flyer, newsletter or other communication which is given general distribution to its members. Distribution to the Board and to CASE will be made concurrently with other distribution.

BALTIMORE COUNTY PUBLIC SCHOOLS
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TENTATIVE AGREEMENTS

CASE *(continued)*

2.6 By September 30, the Board will provide CASE with the names and assignments of all CASE eligible **EMPLOYEES** [members] and, upon its publication, with **FIVE** [two] copies of the Directory of School and Office Personnel which it produces. The Board will provide CASE with the names and assignments of new **LY APPOINTED OR PROMOTED** administrators, supervisors, and other personnel represented by the Council as well as listings of transfers and retirements as soon as possible after Board action.

2.13 The Superintendent shall determine the membership of any committee established to develop or revise curriculum guides, courses of study, **AND** instructional [and operational] policy. When deemed appropriate by the Superintendent a representative of CASE shall be appointed to serve on the committee.

2.13.1 A REPRESENTATIVE OF CASE WILL BE PART OF ANY COMMITTEE ESTABLISHED BY THE SUPERINTENDENT, OR HIS/HER DESIGNEE, DESIGNED TO CHANGE OR REVISE THE EVALUATION SYSTEMS OF UNIT ELIGIBLE ADMINISTRATIVE AND SUPERVISORY EMPLOYEES.

2.15 A **REPRESENTATION** [fair share agency] fee will be implemented when the Council attains **72%** [80%] membership. **THIS** [The] **REPRESENTATION** [fair share agency] fee will go into effect in the fiscal year following this attainment. In the event that membership falls below **68%** [75%], representatives of the Board and the Council will meet to review the circumstances upon which membership was reduced. The Board, after such review may, at its discretion, terminate the collection of the **REPRESETNATION** [fair share agency] fee.

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TENTATIVE AGREEMENTS

CASE *(continued)*

ARTICLE VI
Promotion and Assignment

Section 6.2

WHENEVER POSSIBLE AND PRACTICAL, THE SUPERINTENDENT, OR HIS/HER DESIGNEE, WILL CONFER WITH AFFECTED SCHOOL PRINCIPALS OR DEPARTMENT AND OFFICE HEADS DURING THE PROMOTION, TRANSFER, AND/OR APPOINTMENT PROCESS.

6.3 Reassignment

Reassignment may be made by the Superintendent as the needs of the **SCHOOL SYSTEM** [schools] require. Reassignment will be made only after the Superintendent, **OR HIS/HER DESIGNEE**, has conferred with the **UNIT ELIGIBLE EMPLOYEE** [CASE member].

6.4.1 WHEN A UNIT ELIGIBLE EMPLOYEE IS REASSIGNED AFTER THE BEGINNING OF A FISCAL YEAR TO A POSITION THAT RESULTS IN A REDUCTION OF SALARY, THE UNIT MEMBER'S BASE SALARY (IN ACCORDANCE WITH THE SALARY SCALE FOR TEN (10) AND TWELVE (12) MONTH ADMINISTRATIVE, EXECUTIVE AND PROFESSIONAL EMPLOYEES.) SHALL NOT BE REDUCED FOR THE REMAINDER OF THAT FISCAL YEAR.

BALTIMORE COUNTY PUBLIC SCHOOLS
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TENTATIVE AGREEMENTS

CASE *(continued)*

ARTICLE IX
Absences and Leaves

Unusual or Imperative Leave

9.10 A member may be granted a leave up to one (1) year by the Board at loss of full pay for **CIRCUMSTANCES THAT ARE** unusual or imperative [reasons when no] **AND NOT COVERED BY ANY** other **TYPE OF** leave [program is applicable].

Application and approval must be secured before the absence begins.

The member may continue participation in the Board of Education Employee Insurance Plan by assuming full costs of the premium.

The member must notify the Office of **BENEFITS, LEAVES AND RETIREMENT** [Personnel] immediately if the plans for the leave do not materialize as planned.

ARTICLE XII
Benefits

12.1 Basic Plan Life Insurance

The Board will pay one hundred percent (100%) of the premium for fifteen thousand dollars (\$15,000) life insurance.

For active employees, additional life insurance (optional) can be purchased in multiples of basic annual earnings. **MINIMUM COVERAGE IS FOR 1X'S THE EMPLOYEE'S BASIC ANNUAL EARNINGS AND MAXIMUM COVERAGE IS 10X'S THE EMPLOYEE'S BASIC ANNUAL EARNINGS UP TO \$1,000,000.** [, rounded up or down to the nearest one thousand dollar (\$1,000) increment. Increments are equal to twenty-five one-hundredths (.25) times the employee's base annual earnings starting at fifty one-hundredths (.50) times earnings. The minimum amount available for additional coverage, therefore, equals fifty one-hundredths (.50) times the employee's basic annual earnings. The maximum amount available equals the lesser of three (3) times the employee's basic annual earnings or four hundred thousand dollars (\$400,000).] Optional life insurance coverage shall be available to employees by payroll deduction.

BALTIMORE COUNTY PUBLIC SCHOOLS
2012-2013 Collective Bargaining Unit Negotiations
TENTATIVE AGREEMENTS

CASE *(continued)*

Memorandum of Understanding
between the
Baltimore County Board of Education and
The Council of Administrative and Supervisory Employees (CASE)

CASE and the Board agree to re-open negotiations during the 2012-2013 school year on non-budgetary issues for the eligible non-certificated employees. This would only occur should those non-certificated supervisory employees currently represented by CASE establish an identity for their legislatively re-established bargaining unit and if they desire to create an agreement of their own at that time. Should that not be an initial concern of that group during the 2012-13 school year, the current agreement and newly negotiated supplement will serve as the Master Agreement for both CASE (representing certificated administrative and supervisory employees) and the new unit until formal negotiations finalize new agreements for both units for the 2014 – 2015 school year.

CASE and the board further agree to begin meeting prior to March 1, 2013 to discuss which system bargaining units in operation on July 1, 2013 will represent the various job titles currently represented by CASE.

Memorandum of Understanding
Between the
Baltimore County Board of Education and
The Council of Administrative and Supervisory Employees (CASE)

CASE agrees to join the other system bargaining units in the exploratory process regarding the establishment by the school system of the payroll “Rolled Leave” category and how it relates to the implementation of state and county retirement system benefit procedures and policies. CASE retains the right, however, to bargain separately on the specifics of how “Rolled Leave” is implemented and how it affects its unit eligible employees.

BALTIMORE COUNTY PUBLIC SCHOOLS
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TENTATIVE AGREEMENTS

ESPBC

ARTICLE 6

Employee Rights and Working Conditions

6.18 Substituting

No office professional **OR PARAEDUCATOR** shall be required to substitute for a teacher except in case of emergency. [The use of paraeducators as substitutes will be in accordance with guidelines distributed by the Office of Staff Relations.] **ALL SUBSTITUTE REQUIREMENTS FOR BARGAINING UNIT EMPLOYEES SHALL BE FILLED THROUGH THE DEPARTMENT OF HUMAN RESOURCES. EMPLOYEES SHALL NOT BE REQUIRED TO OBTAIN THEIR OWN SUBSTITUTE.**

6.18.1 IN NON-EMERGENCY SITUATIONS, PARAEDUCATORS SHALL NOT BE ASSIGNED AS A SUBSTITUTE WHEN THEY DO NOT DESIRE TO ASSUME THE RESPONSIBILITY.

6.18.2 PARAEDUCATORS MAY BE USED TO COVER FOR TEACHERS INVOLVED IN SUCH ACTIVITIES AS TEAM CONFERENCES FOR SHORT PERIODS OF TIME, i.e. UP TO 3 HOURS, BUT SHOULD NOT BE USED FOR FULL-DAY COVERAGE.

ARTICLE 7

Wages and Working Hours

7.3 Overtime

7.3.1 ALL OVERTIME WILL BE HANDLED IN ACCORDANCE WITH THE FAIR LABOR STANDARDS ACT AND APPLICABLE BOARD POLICIES AND/OR RULES REGARDING THE USE AND APPROVAL OF OVERTIME. ALL SCHEDULED OVERTIME SHALL BE PRE-AUTHORIZED BY THE EMPLOYEE'S IMMEDIATE SUPERVISOR OR APPROPRIATE ADMINISTRATOR.

BALTIMORE COUNTY PUBLIC SCHOOLS
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ESPBC *(continued)*

7.3.2 WHEN THE SUPERVISOR OR ADMINISTRATOR IS UNAVAILABLE TO PROVIDE AUTHORIZATION AND UNEXPECTED OR UNSCHEDULED CIRCUMSTANCES REQUIRE WORK BEYOND AN EMPLOYEE'S NORMAL DUTY SCHEDULE, COMPENSATORY TIME, IN LIEU OF OVERTIME CASH PAYMENT, SHALL BE GIVEN. IN SUCH INSTANCES, EMPLOYEES SHALL APPRISE THEIR SUPERVISOR OR ADMINISTRATOR IN WRITING OF THE TIME WORKED ON THE FIRST DUTY DAY IN ATTENDANCE FOLLOWING THE OCCURRENCE. UPON RECEIPT OF THIS NOTIFICATION, THE SUPERVISOR OR

ADMINISTRATOR SHALL ACKNOWLEDGE, APPROVE AND SUBMIT THE TIME WORKED FOR COMPENSATORY OVERTIME.

7.3.3 Any employee who agrees 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:

ARTICLE 8
Absences and Leaves

g. 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, equivalent step family members, or first cousin. **BY BLOOD OR MARRIAGE REFERS TO THE EMPLOYEE'S RELATIVE BY BLOOD OR MARRIAGE. FOR EXAMPLE, AN AUNT BY BLOOD IS THE SISTER OF THE EMPLOYEE'S PARENTS; AN AUNT BY MARRIAGE IS THE SPOUSE OF THE EMPLOYEE'S UNCLE BY BLOOD.**

8.12 Unusual or Imperative Leave

Employees may be granted leave **BY THE BOARD** up to one (1) year without pay for **CIRCUMSTANCES THAT ARE** unusual or imperative [reasons when no] **AND NOT COVERED BY ANY** other **TYPE OF** leave [program is applicable]. **APPLICATION AND APPROVAL** [This leave may be granted by the Board and approval] must be secured before **THE** absence **BEGINS** [occurs].

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ESPBC *(continued)*

ARTICLE 13

Vacations

(12-month Office Professionals and 12-month Paraeducators Only)

13.8 A vacation in excess of **TWENTY (20) CONSECUTIVE DAYS REQUIRES THE APPROVAL OF THE EMPLOYEE'S DIVISION HEAD OR HIS/HER DESIGNEE.** [that normally allowed requires the accumulation of the additional days, plus the written approval of the appropriate Area Assistant Superintendent, Executive Director, or other Administrator. Such written approval for an extended vacation shall be filed with the Office of Payroll.] Normally, an extended vacation shall be limited to thirty (30) days. Under unusual circumstances, 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.

TABCO

ARTICLE X

Teaching Conditions

Health and Safety

10.1.3 **WHEN ROOMS ARE CLOSED FOR HEALTH, SAFETY, OR CONDITIONS UNSUITABLE FOR TEACHING AND LEARNING, THE PRINCIPAL WILL CONFER WITH THE TEACHER AND DETERMINE THE AMOUNT OF TIME AND RESOURCES NEEDED WITHIN THE WORK DAY TO PACK MATERIALS AND SUBSEQUENTLY RECONSTRUCT THE AFFECTED ROOM(S). SHOULD OBSERVATIONS OCCUR DURING THE RECONSTRUCTION OF THE CLASSROOM, TEACHERS SHALL NOT BE ADVERSELY AFFECTED AS A RESULT OF THE PHYSICAL ENVIRONMENT OF THE CLASSROOM SPACE, i.e. BULLETIN BOARDS, CENTERS, LABS, etc.**

BALTIMORE COUNTY PUBLIC SCHOOLS
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TABCO *(continued)*

Preparation, Planning, and Duty-free Lunch

10.12.1 All [classroom] teachers shall have time during the school day for individual preparation and planning related to their assignment. Individual teacher preparation and planning periods shall not be imposed upon, except in the case of unforeseen circumstances, or by the agreement of the teacher.

10.12.4 Whenever the organization of the school and staffing patterns permit, administrators may provide additional [planning and preparation] time beyond **THE 250 UNASSIGNED minutes PER WEEK.** This [additional preparation and planning] time may be utilized for **PREPARATION AND PLANNING,** grade level planning, **VERTICAL TEAM MEETINGS** and other group meetings with teachers and/or administrators for **INSTRUCTIONAL** planning purposes [for student instruction], data analysis, **CO-PLANNING BETWEEN RESOURCE STAFF AND GENERAL EDUCATORS, SPECIAL EDUCATION CASE MANAGEMENT, PROFESSIONAL DEVELOPMENT ACTIVITIES** and for other professional responsibilities and duties as allowed or assigned by the administrator. **THIS ADDITIONAL TIME MAY BE ALLOTTED ON A DIFFERENTIATED BASIS DEPENDING UPON INDIVIDUAL TEACHER ASSIGNMENTS AND/OR SCHEDULES.** To address unusual situations, the administrator reserves the right to switch a planning period with a duty period.

Faculty Meetings

10.13 The principal and his/her staff, through the Faculty Council, shall mutually determine the number, type, and time of non-emergency faculty meetings. Teachers, through the Faculty Council, will be involved in the development of the agenda for faculty meetings. [In order to clear other afternoons for other purposes,] **A**[a]ll schools are urged to use Mondays for scheduling faculty meetings.

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TABCO *(continued)*

Desks, Chairs, Files, etc.

10.18 Each teacher shall be provided with a serviceable desk with keys, an adult chair and if requested, a filing cabinet. **SECURED STORAGE FOR A TEACHER'S PERSONAL PROPERTY AND CONFIDENTIAL MATERIALS SHALL BE PROVIDED AS DETERMINED IN CONSULTATION BETWEEN THE ADMINISTRATOR AND THE TEACHER.** It is the goal of the school system that classroom access to a computer, a network printer, and the internet is made available for each teacher. In addition, the necessary instructional supplies and materials in adequate amounts as needed in the program shall be furnished.

ARTICLE XII
Absences & Leaves

Unusual or Imperative Leave

12.13 A teacher may be granted a leave up to one (1) year by the Board at loss of full pay for **CIRCUMSTANCES THAT ARE** unusual or imperative [reasons when no] **AND NOT COVERED BY ANY** other **TYPE OF** leave [program is applicable].

ARTICLE XVII
Insurances

Optional Plan Life Insurance

17.2 For active employees, additional life insurance (optional) can be purchased in multiples of basic annual earnings. **MINIMUM COVERAGE IS FOR 1X'S THE EMPLOYEE'S BASIC ANNUAL EARNINGS AND MAXIMUM COVERAGE IS 10X'S THE EMPLOYEE'S BASIC ANNUAL EARNINGS UP TO \$1,000,000.** [, rounded up or down to the nearest \$1,000 increment. Increments are equal to .25 times the employee's basic 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) times the employee's basic annual earnings or \$400,000.] Optional life insurance coverage shall be available to employees by payroll deduction.