

2009-2010

Supplement

to the

MASTER AGREEMENT

between the

Board of Education of Baltimore County

and

Council 67/Local 434

of the

**American Federation of State, County,
and Municipal Employees, AFL-CIO
(AFSCME)**

**(THIS SUPPLEMENT INCLUDES NEGOTIATED REVISIONS TO THE MASTER
AGREEMENT AND REPLACES THE 2008-2009 SUPPLEMENT.)**

Article III - Association's Rights, Privileges, and Responsibilities

8. Lists and Reports

Upon request, the Board will provide to the Union reports of all employees covered by this Agreement that shall include names, job locations, job titles, hire dates, and other such reports/data that is permissible by law, and mutually determined between the Union and the Board. These reports will be delivered to the Union in a manner that is mutually determined between the Union and the Board. Requests for such reports shall be made in writing to the Manager of the Office of Staff Relations.

Article VI - Working Hours and Shift Differential

7. Lunch Schedule and Breaks

All employees shall be granted an unpaid, duty-free lunch period during each normal work day. Whenever possible, the lunch period shall be scheduled close to the middle of the shift.

The employee has the prerogative to leave the work location during his unpaid lunch period. The employee must clock out when leaving the work area and clock in upon his/her return. In facilities where there is more than one (1) employee, the lunch schedule must be approved by the immediate supervisor or appropriate administrator.

Breaks, in addition to the lunch period, shall be provided. Breaks shall be scheduled with the employee's immediate supervisor.

Article VII - Absences and Leaves

7b. 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. 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* form must be received in the Department of Human Resources no later than thirty (30) days from the date of the birth of the child(ren).

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 monthly, bi-monthly, or quarterly subject to completion of the appropriate form. No reimbursement of less than fifteen dollars (\$15.00) will be paid to an employee for any period of time, except for the final reimbursement if 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 a fiscal year for all other employees in order to receive reimbursement.

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 XII - Vacations

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 irreconcilable conflict between work schedule and desired vacation schedule, the former will be dominant. Vacations must be requested in advance and approved by the appropriate administrator.

Whenever possible, the employee will be notified in writing or electronically of the disposition of a vacation request of five (5) consecutive work days or longer within fifteen (15) work days of the date received by the appropriate administrator.

When considering two (2) or more vacation requests for the same period of time, the employee with the most seniority shall be given preference, where appropriate.

Approved vacation requests shall not be subject to revocation except in cases of designated system emergencies and/or disasters. In the event that an employee is required to work because of disaster or emergency, the unused vacation time shall be restored and may be used at a later date.

ARTICLE XV - Job Security and Transfers

3. Assignment and Voluntary Transfer

An employee who is voluntarily transferred (i.e., moves to 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 the new assignments will apply. Current employees requesting transfers will be given priority of selection.

Employees desiring to be considered for a voluntary transfer within the existing classification may obtain a form from the Department of Physical Facilities, the Department of Transportation, or copy the form in Appendix D, and return the completed form to the designated office.

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

4. Assignment and Involuntary Transfer

Involuntary transfers may be made by the superintendent or the superintendent's designee as the needs of the system require. Notification of an involuntary transfer will be given to an employee as soon as possible, but not less than twenty (20) calendar days, except in cases of emergency, in advance of the intended transfer. The involuntary 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. In the event the transfer is not in the employee's desired geographic area, the transferred employee shall be given primary consideration for any opening in the desired geographic area for a minimum of two (2) school years.

Involuntary transfers based on reasons other than the ability to perform essential functions will be affected, whenever possible, beginning with the employees having the least service within the classification at the location.

Article XVIII - Bus Drivers and Attendants

1. Leaves and 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. Two (2) inclement weather days are available to be used automatically when schools are closed. Unused inclement weather days shall be accumulated as sick leave.
- d. No floating holidays are assigned to bus drivers and attendants.
- e. Drivers and attendants are not assigned to work during winter vacation and spring vacation. Drivers and attendants may be assigned to work on professional study days.
- f. Drivers and attendants who work during the summer months on summer school routes or extended school year routes shall be permitted to use a maximum of three days of previously accrued personal illness/illness in family leave. In the event that a driver or an attendant works less than the entire summer school/extended school year program, the amount of personal illness/illness in family leave will be pro-rated.

2. Normal Workday

During the school year, the normal work-week for full-time employees will be forty (40) hours Monday through Friday. The work-week for part-time employees will be twenty-five (25) hours Monday through Friday. The normal work-week for full-time employees 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 noon, field trip, or stand-by assignments between their a.m./p.m. assignment on the day of that evening assignment. Evening assignments are defined as work that begins after the close of the instructional day. Drivers and attendants who are scheduled noon work will not be given evening assignments.

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

An a.m., p.m. route

An a.m., noon, p.m. route

An a.m., p.m., evening route

Each driver and attendant will be paid his/her regular rate of pay, 15 minutes each day for pre/post trip inspections. When a majority of an assignment occurs beyond the normal work day, the driver and attendant shall receive a shift differential as stated in Article VI, Section 3.

A request for a change in status from full-time to part-time must be submitted to the immediate supervisor and will be considered on a seniority basis as positions become available. Requests from part-time to full-time status can be addressed immediately by a supervisor.

Drivers and attendants who choose to accept full-time positions will be asked to perform duties that continue to be part of the normal and customary tasks related to the functions of the respective position.

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' (BCPS) 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 ten (10) days, the non-public school drivers and attendants will be paid within two (2) pay periods after the work is completed and reported.

All drivers and attendants assigned to non-public routes will be eligible for any accrued leave benefits, until the end of the non-public school assignment, if the non-public school calendar exceeds the BCPS school year.

Non-public runs that require drivers and attendants to work on scheduled holidays will be paid according to Article VI, Section 2 and Article XI, Section 2 of the Master Agreement.

3. Posting of Vacancies

Vacancies shall be posted for ten (10) duty 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 monthly throughout the school year. Included on the posted list will be name and hire date, by lot only. If a current BCPS employee transfers to the Office of Transportation into a position of bus driver or attendant, the transfer date will be used for the purpose of work and bus assignments.

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.

9d. Assignment of Summer Work

The President of the Union will give the Director of Transportation a list of designated Union representatives who will be given the opportunity to review the final assignments of a.m., p.m., and noon summer work assignments. The designated union representatives will be given a copy of these assignments. Copies of summer bus routes will be given to the Union President. Upon request, the Director of Transportation will provide the Union President with a list of hours worked at the conclusion of the summer work program.

Appendix A
BALTIMORE COUNTY PUBLIC SCHOOLS
Salary Scale for AFSCME-represented Facilities and
Transportation Employees, July 1, 2009

STEP	GRADE												STEP
	01	02	03	04	05	06	07	08	09	10	11	12	
01	8.66	9.37	10.14	10.96	11.85	12.82	13.88	15.01	16.24	17.57	18.99	20.54	01
02	9.01	9.75	10.54	11.40	12.33	13.34	14.44	15.61	16.89	18.26	19.75	21.36	02
03	9.37	10.14	10.96	11.85	12.82	13.88	15.01	16.24	17.57	18.99	20.54	22.22	03
04	9.75	10.54	11.40	12.33	13.34	14.44	15.61	16.89	18.26	19.75	21.36	23.11	04
05	10.14	10.96	11.85	12.82	13.88	15.01	16.24	17.57	18.99	20.54	22.22	24.03	05
06	10.54	11.40	12.33	13.34	14.44	15.61	16.89	18.26	19.75	21.36	23.11	24.99	06
07	10.96	11.85	12.82	13.88	15.01	16.24	17.57	18.99	20.54	22.22	24.03	25.99	07
31	9.01	9.75	10.54	11.40	12.33	13.34	14.44	15.61	16.89	18.26	19.75	21.36	31
32	9.37	10.14	10.96	11.85	12.82	13.88	15.01	16.24	17.57	18.99	20.54	22.22	32
33	9.75	10.54	11.40	12.33	13.34	14.44	15.61	16.89	18.26	19.75	21.36	23.11	33
34	10.14	10.96	11.85	12.82	13.88	15.01	16.24	17.57	18.99	20.54	22.22	24.03	34
35	10.54	11.40	12.33	13.34	14.44	15.61	16.89	18.26	19.75	21.36	23.11	24.99	35
36	10.96	11.85	12.82	13.88	15.01	16.24	17.57	18.99	20.54	22.22	24.03	25.99	36
37	11.40	12.33	13.34	14.44	15.61	16.89	18.26	19.75	21.36	23.11	24.99	27.04	37
61	9.37	10.14	10.96	11.85	12.82	13.88	15.01	16.24	17.57	18.99	20.54	22.22	61
62	9.75	10.54	11.40	12.33	13.34	14.44	15.61	16.89	18.26	19.75	21.36	23.11	62
63	10.14	10.96	11.85	12.82	13.88	15.01	16.24	17.57	18.99	20.54	22.22	24.03	63
64	10.54	11.40	12.33	13.34	14.44	15.61	16.89	18.26	19.75	21.36	23.11	24.99	64
65	10.96	11.85	12.82	13.88	15.01	16.24	17.57	18.99	20.54	22.22	24.03	25.99	65
66	11.40	12.33	13.34	14.44	15.61	16.89	18.26	19.75	21.36	23.11	24.99	27.04	66
67	11.85	12.82	13.88	15.01	16.24	17.57	18.99	20.54	22.22	24.03	25.99	28.12	67
91	9.75	10.54	11.40	12.33	13.34	14.44	15.61	16.89	18.26	19.75	21.36	23.11	91
92	10.14	10.96	11.85	12.82	13.88	15.01	16.24	17.57	18.99	20.54	22.22	24.03	92
93	10.54	11.40	12.33	13.34	14.44	15.61	16.89	18.26	19.75	21.36	23.11	24.99	93
94	10.96	11.85	12.82	13.88	15.01	16.24	17.57	18.99	20.54	22.22	24.03	25.99	94
95	11.40	12.33	13.34	14.44	15.61	16.89	18.26	19.75	21.36	23.11	24.99	27.04	95
96	11.85	12.82	13.88	15.01	16.24	17.57	18.99	20.54	22.22	24.03	25.99	28.12	96
97	12.32	13.33	14.44	15.61	16.89	18.27	19.75	21.36	23.11	24.99	27.03	29.24	97

Longevity Steps

10 years =	0.89
12 years =	1.21
14 years =	1.53
16 years =	1.85
18 years =	2.17
20 years =	2.49
22 years =	2.81
24 years =	3.13
26 years =	3.45
28 years =	3.77
30 years =	4.09

32 years =	4.41
34 years =	4.73
36 years =	5.05
38 years =	5.37
40 years =	5.69

Hourly Shift Differentials

2nd Shift =	0.65
3rd Shift =	0.90
1st Shift NCW =	0.65
2nd Shift NCW =	0.90
3rd Shift NCW =	1.15

NCW = Non-consecutive Work Week

Appendix A
BALTIMORE COUNTY PUBLIC SCHOOLS
Salary Scale for AFSCME-represented Facilities and
Transportation Employees
Effective January 1, 2010 for Twelve-month Employees
Effective January 21, 2010 for Ten-month Employees

	01	02	03	04	05	06	07	08	09	10	11
01	10.00	10.74	11.62	12.56	13.58	14.68	15.88	17.18	18.58	20.09	21.73
02	10.33	11.17	12.08	13.06	14.12	15.27	16.52	17.87	19.32	20.89	22.60
03	10.74	11.62	12.56	13.58	14.68	15.88	17.18	18.58	20.09	21.73	23.50
04	11.17	12.08	13.06	14.12	15.27	16.52	17.87	19.32	20.89	22.60	24.44
05	11.62	12.56	13.58	14.68	15.88	17.18	18.58	20.09	21.73	23.50	25.42
06	12.08	13.06	14.12	15.27	16.52	17.87	19.32	20.89	22.60	24.44	26.44
07	12.56	13.58	14.68	15.88	17.18	18.58	20.09	21.73	23.50	25.42	27.50
31	10.33	11.17	12.08	13.06	14.12	15.27	16.52	17.87	19.32	20.89	22.60
32	10.74	11.62	12.56	13.58	14.68	15.88	17.18	18.58	20.09	21.73	23.50
33	11.17	12.08	13.06	14.12	15.27	16.52	17.87	19.32	20.89	22.60	24.44
34	11.62	12.56	13.58	14.68	15.88	17.18	18.58	20.09	21.73	23.50	25.42
35	12.08	13.06	14.12	15.27	16.52	17.87	19.32	20.89	22.60	24.44	26.44
36	12.56	13.58	14.68	15.88	17.18	18.58	20.09	21.73	23.50	25.42	27.50
37	13.06	14.12	15.27	16.52	17.87	19.32	20.89	22.60	24.44	26.44	28.60
61	10.74	11.62	12.56	13.58	14.68	15.88	17.18	18.58	20.09	21.73	23.50
62	11.17	12.08	13.06	14.12	15.27	16.52	17.87	19.32	20.89	22.60	24.44
63	11.62	12.56	13.58	14.68	15.88	17.18	18.58	20.09	21.73	23.50	25.42
64	12.08	13.06	14.12	15.27	16.52	17.87	19.32	20.89	22.60	24.44	26.44
65	12.56	13.58	14.68	15.88	17.18	18.58	20.09	21.73	23.50	25.42	27.50
66	13.06	14.12	15.27	16.52	17.87	19.32	20.89	22.60	24.44	26.44	28.60
67	13.58	14.68	15.88	17.18	18.58	20.09	21.73	23.50	25.42	27.50	29.74
91	11.17	12.08	13.06	14.12	15.27	16.52	17.87	19.32	20.89	22.60	24.44
92	11.62	12.56	13.58	14.68	15.88	17.18	18.58	20.09	21.73	23.50	25.42
93	12.08	13.06	14.12	15.27	16.52	17.87	19.32	20.89	22.60	24.44	26.44
94	12.56	13.58	14.68	15.88	17.18	18.58	20.09	21.73	23.50	25.42	27.50
95	13.06	14.12	15.27	16.52	17.87	19.32	20.89	22.60	24.44	26.44	28.60
96	13.58	14.68	15.88	17.18	18.58	20.09	21.73	23.50	25.42	27.50	29.74
97	14.12	15.27	16.52	17.87	19.32	20.89	22.60	24.44	26.44	28.60	30.93

Longevity Steps

10 years =	\$0.91	30 years =	\$4.17
12 years =	\$1.23	32 years =	\$4.50
14 years =	\$1.56	34 years =	\$4.82
16 years =	\$1.89	36 years =	\$5.15
18 years =	\$2.21	38 years =	\$5.48
20 years =	\$2.54	40 years =	\$5.80
22 years =	\$2.87		
24 years =	\$3.19		
26 years =	\$3.52		
28 years =	\$3.85		

Hourly Shift Differentials

2nd Shift =	0.66
3rd Shift =	0.92
1st Shift NCW =	0.66
2nd Shift NCW =	0.92
3rd Shift NCW =	1.17

NCW = Non-consecutive Work Week

**APPENDIX B
FLEXIBLE BENEFITS PLAN**

Medical, Dental, & Vision Deductions for Full-Time Employees Effective 9/1/2009 - 8/31/2010

MEDICAL INSURANCE	Total Premium or Equivalent	Board Annual Share	Your Annual Share	Your bi-weekly Deduction *
CareFirst BlueCross BlueShield Triple Choice/MPOS				
Individual	\$ 6,552.96	5,897.76	\$ 655.20	\$ 32.76
Parent/Child	12,983.04	11,684.84	1,298.20	64.91
Two Adults	15,637.56	14,073.96	1,563.60	78.18
Family	17,630.88	15,867.88	1,763.00	88.15
Kaiser Permanente HMO				
Individual	\$ 5,629.56	5,066.76	\$ 562.80	\$ 28.14
Parent/Child(ren)	10,696.44	9,626.84	1,069.60	53.48
Two Adults	13,229.64	11,906.84	1,322.80	66.14
Family	16,888.68	15,199.88	1,688.80	84.44
Keystone Health Plan HMO (PA residents only)				
Individual	\$ 6,071.04	5,464.04	\$ 607.00	\$ 30.35
Parent/Child	11,838.60	10,654.80	1,183.80	59.19
Two Adults	13,357.08	12,021.48	1,335.60	66.78
Family	19,124.04	17,211.64	1,912.40	95.62
DENTAL INSURANCE	Total Premium or Equivalent	Board Annual Share	Your Annual Share	Your bi-weekly Deduction *
CareFirst Regional Dental PPO				
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
CareFirst Regional Dental Traditional				
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
CIGNA Dental DHMO				
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 *
Vision Service Plan				
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.

