

# **MASTER AGREEMENT**

**between the**

**Board of Education of  
Baltimore County**

**and the**

**Baltimore (County Instructional)  
Assistants & Clerical Employees, Inc.,  
(BACE)**

**July 1, 2007 – June 30, 2012**

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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. Association – Baltimore (County Instructional) Assistants and Clerical Employees, Inc. (BACE)
3. Employee – All unit members represented exclusively by the Association as defined in Article 1, Recognition.
4. Negotiations Law – Title 6, Subtitle 5 of the Education Article of the Annotated Code of Maryland.
5. Grade – A level in the salary schedule with a common pay range for all jobs assigned thereto.
6. Job, Job Classification, Classification – A group of positions sufficiently alike to warrant the use of the same title, specifications, and grade. All paraeducators are considered in the same classification regardless of category, e.g., paraeducators, special education paraeducators.
7. Position – A collection of tasks, duties, and responsibilities regularly assigned to and performed by a single individual; a position may be vacant or occupied.
8. Balanced Staffing – Is that which provides employees who have the necessary qualifications for the position and who vary in race and gender.
9. CNDWD – Compensable Non-Duty Week Days – weekdays falling within the 217 weekdays in the school year that are not holidays or ten-month teacher duty days.

**ARTICLE 1**  
**Recognition**

The Board of Education of Baltimore County recognizes the Baltimore (County Instructional) Assistants and Clerical Employees, Inc., BACE/TABCO, 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, Subtitles 5 of the Education Article of the Annotated Code of Maryland.

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

**ARTICLE 2**  
**Board's Rights**

**2.1 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.

**2.2 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 3**  
**Association's Rights, Privileges and Responsibilities**

**3.1 Members' Protection**

There will be no reprisals of any kind taken against an employee as a result of his/her proper exercise of authority and responsibility in performing assigned duties, membership in the Association, participation in any of its legal activities, or participation in the grievance procedure provided in this Agreement.

**3.2 Leave for Association Business**

Any employee elected or duly appointed by the Association may with proper application and permission from the Office of Staff Relations, be granted release time to conduct Association business and/or attend official or professional meetings. The Association shall provide the costs of substitutes for officers or representatives granted release time when the purpose is primarily to promote Association work and the hiring of a substitute is appropriate, as determined by the Office of Staff Relations.

The president of the Association shall at the request of the Association 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.

**3.3 Association Representative Visits**

Duly authorized representatives of the Association shall be permitted to meet with employees and transact Association business on school property, if, in the judgment of the appropriate administrator, there is no interruption to the work schedule. Upon the representative's arrival at any school, he/she will notify the school office of his/her presence and, if requested, confer with the appropriate administrator or his/her designee in order to facilitate the visit.

The time for meetings between Association representatives and administrators shall be established by mutual agreement.

### **3.4 Use of Facilities**

The Association shall have the right to use school buildings for any lawful, noncommercial purpose without cost except for necessary expenses incurred as a result of the activity. Such use shall be by prior arrangement with the principal and with no interference to normal school operation.

The Association shall have the right to use school facilities and all office, reproduction, and 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 Association shall pay for costs of all materials and supplies incidental to such use and shall be liable for any damage resulting from such use.

### **3.5 Bulletin Boards**

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

### **3.6 Interschool Mail**

The Association may use the interschool mail delivery service to distribute official Association material. The Board reserves the right to refuse to deliver any materials or communications which it deems to be illegal or libelous. Individually addressed correspondence shall be handled in a confidential manner.

### **3.7 Payroll Deduction, Dues**

Employees may join the Association at any time by completing a membership application. The Board agrees to collect Association dues through payroll deduction from employees who complete a membership application. The Association will provide the Office of Payroll with the names and social security numbers of employees who request dues deduction. Dues deduction will begin immediately when the Association notifies the Office of Payroll in writing of new association members.

The Association will determine the dues amount on an annual basis and inform the Office of Payroll of the rates and the effective date. Dues deductions will be self-renewing for subsequent years and will begin with the first date of normal payroll deductions following September 15 or immediately after notification of new members is provided by the Association to the Office of Payroll. Deductions will remain in effect through all pay periods where normal payroll deductions are taken for ten-month employees. The Office of Payroll will remit dues to the Association on a biweekly basis. The Office of Payroll will provide the Association biweekly an electronic payroll file, in addition to the other related reports periodically, as requested.

The employee may withdraw from Association membership by notifying the Association in writing between September 1 and September 15 for that school year. The letter must be received by the Association or postmarked no later than September 15 to be considered valid. The Association will send a membership withdrawal list to the Office of Payroll as soon as possible after September 15. Dues collected in error after September 15 from employees who have appropriately withdrawn their membership will be returned to the employee.

The Office of Payroll will deduct the unpaid balance of dues from the final pay of members who separate from service or the balance of one-half year dues if the employee separates prior to January 1 (for 12-month employee) or February 1 (for 10-month employee). No unpaid balance will be deducted from the employee's final pay if the separation is due to death, retirement, or an unpaid leave of absence.

Upon returning from an approved leave, all employees who were previously members will have appropriate dues deductions automatically reinstated, provided the employee has not cancelled his/her membership as described above.

Employees who are no longer represented by the Association will have their dues deduction to the Association stopped unless the employee notifies the Office of Payroll that he/she wants the deduction to continue.

### **3.8 Payroll Deduction, Other**

The Board shall provide for payroll deduction of the following coordinated programs:

- 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 Federal Credit Union
- d. Payroll Savings Bond Plan
- e. KidCare
- f. When a payroll deduction slot, which has been available for KidCare or other Association sponsored programs is no longer endorsed by the Association, that slot may be eliminated following proper notification to the Association and the existing user(s).

**3.8.1** Any alteration of the payroll deduction procedures for the above carriers shall be by mutual agreement of the Association and the Board. The Board agrees to meet with the Association upon two (2) weeks notice from the Association to negotiate the substitution of new carriers for any of the above named carriers.

**3.8.2** The Board agrees to stop payroll deductions to an insurance or mutual fund company within thirty (30) days of receipt of a written notice from an individual employee. However, the employee shall save the Board harmless from any fiscal liability arising from the cessation of deductions.

### **3.9 Board Meetings**

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

### **3.10 Telephone**

Using office telephones for official Association business or matters relating to this Agreement is permitted. No toll calls shall be permitted outside of the county, and local calls relating to the administration of the office shall be given preference, in the judgment of the appropriate administrator.

### **3.11 New Employees**

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

### **3.12 Employee Lists**

As soon as possible, but no later than October 15 of any school year, the Board shall provide the Association with a list of all employees that shall include their names, job title, and building assignments.

### **3.13 Communication from Staff**

The Association shall receive at least five (5) copies of all communications concerning salaries, wages, hours, and working conditions of employees which are given general distribution. The Association shall also receive at least five (5) copies of any policies or regulations that are to be included in the *Manual of Policies and Regulations*.

The Office of Staff Relations, shall be sent at least five (5) copies of all communications pertaining to matters covered in this Agreement which are given general distribution to schools and employees at the time that such materials are picked up from the Association headquarters for delivery through the interschool mail delivery service.

### **3.14 BACE Association Representatives**

BACE Association Representatives shall have the privilege of:

- a. Placing Association materials and those of MSTA and NEA in employees' mailboxes.
- b. Announcing Association meetings immediately following school/office announcements on the intercommunications system.
- c. Posting notices and materials on the Association bulletin board.
- d. Conducting polls, gathering information, recording membership votes, conducting elections, and other business necessary to the effective function of the Association in the school.
- e. Conferring with employees about problems, concerns and grievances, and advising employees of their rights and privileges under the terms of this Agreement, providing such activity does not interfere with the program of instruction.

**3.14.1** When the building roster has been compiled by the principal or office head for normal use by the school and office, copies shall be made available to a representative of the Association.

**3.14.2** BACE Association Representatives and members of the Board of Directors of the Association shall be permitted at least once a month to leave their work locations in time to drive to 4 p.m. meetings of the Association.

### **3.15 Agency Shop**

An agency fee will be implemented when BACE 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 BACE 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.

### **3.16 Exclusive Rights**

For the duration of this Agreement, the rights and privileges enumerated in Article 3 shall not be accorded to any other association seeking to represent employees under Title 6, Subtitle 5 of the Education Article of the Annotated Code of Maryland.

### **3.17 Save Harmless**

The Association 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 Association or its agents in respect to the provisions of items 3.7 and 3.8 of this Article, and particularly in reliance of any list, notice of assignment furnished by the Association or its agents under any of the preceding provisions of items 3.7 and 3.8 of this Article.

## **ARTICLE 4 Negotiations Procedures**

### **4.1 Designation of Negotiators**

Prior to November 1 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 November 1 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 November 15 of each school year in which the contract expires.

### **4.3 Time Limit - Impasse**

Negotiation of all items submitted must be completed by January 15 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.

### **4.4 Ratification**

Following the completion of the regular negotiating session, an agreement shall be signed by the respective negotiating teams and shall be submitted to the parties for ratification.

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.

#### **4.5 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 of the Education Article of the Annotated Code of Maryland.

#### **4.6 Emergency Items**

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

#### **4.7 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.

#### **4.8 Fiscal 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.

#### **4.9 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 employees. The parties shall prepare the final text of the ratified Agreement for printing and shall mutually share in the costs of printing. Distribution will be made by the Association.

#### **4.10 Non-Arbitrable**

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

### **ARTICLE 5 Grievance Procedure**

#### **5.1 Definitions**

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

- b. Grievant: The person or persons, or Association filing a grievance.
- c. Days: Refers to duty days unless otherwise specified.
- d. Time Limits: If the employer 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.

## 5.2 Purpose

It is the intent of the grievance procedure to find equitable solutions to complaints or problems at the lowest possible administrative level. Both parties agree that these proceedings will be kept informal and confidential at all levels of the procedure. Nothing herein contained shall detract from the right of an employee to discuss any matter with his/her immediate supervisor or any other appropriate administrative officer. At any level of the grievance procedure, the grievant will be granted release time without loss of pay to attend level hearing if such are scheduled during the grievant's working hours. An employee may not utilize both the grievance procedure contained herein and the administrative appeal procedure to challenge the same alleged violation.

## 5.3 Procedure

Informal Level - Within fifteen (15) days of the event giving rise to the complaint, or within fifteen (15) days from the date that the employee could reasonably be expected to have knowledge of the complaint, he/she shall discuss, either orally or in writing, his/her grievance with his/her supervisor. Both parties will make efforts to solve the grievance at this informal level. The employee may have representation at this informal level of the grievance procedure at any meeting initiated by the employee.

Level I - If the grievance has not been satisfactorily resolved at the informal level, a written grievance may be presented on the appropriate form to the appropriate Area Assistant Superintendent, Executive Director, or other Administrator within ten (10) days following the reply at the informal level or thirty (30) days of the event if no reply is received at the informal level. If a grievance hearing is to be conducted it shall be scheduled (not necessarily held) within ten (10) days of receipt of the grievance by the Area Assistant Superintendent, Executive Director, or other Administrator. The Area Assistant Superintendent, Executive Director, or other Administrator shall within fifteen (15) days or after the grievance meeting, if held, inform the grievant as to the disposition of the claim.

Level II - If the grievance is not settled at Level I, the grievant may move to Level II by written notice to the Superintendent or a designated representative within ten (10) days. If a grievance hearing is to be conducted it shall be scheduled (not necessarily held) within ten (10) days of receipt of the grievance by the Superintendent or his designee. The Superintendent or a designated representative shall within fifteen (15) days or after the grievance meeting, if held, inform the grievant as to the disposition of the claim.

Level III - If the grievance is not settled at Level II, the Association, at the request of the grievant, may move the matter to arbitration. If such action is determined, the Association shall notify the Superintendent of its intent to appeal to arbitration within ten (10) days of receipt of the Superintendent's disposition of the claim<sup>1</sup>.

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<sup>1</sup>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. If legislation reverses the Livers v. Board of Education of Charles County decisions, cases pertaining to discipline and discharge shall be subject to arbitration.

**5.3.1** Within ten (10) days after such notification of submission to arbitration, the Board and the Association will attempt to agree upon a mutually acceptable arbitrator and obtain a commitment from said arbitrator to serve and hold a hearing within thirty (30) days. If the parties are unable to agree upon an arbitrator or to obtain such a commitment within the specified period, a request for a list of arbitrators may be made to the American Arbitration Association by either party. The parties will then be bound by the rules and procedures of the American Arbitration Association.

**5.3.2** The jurisdiction and authority of the arbitrator and his/her opinion and award shall be confined to the express provision or provisions of this Agreement at issue between the Association and the Board. The arbitrator 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, in writing, as final and binding on the aggrieved employee or employees, the Association and the Board.

**5.3.3** 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.

**5.4** Grievance forms and attendant papers shall not be placed in an employee's personnel file which is kept in the Department of Personnel, and/or the employee's work location.

**5.5** An employee may be represented at each formal level of the grievance procedure by the Association.

## **ARTICLE 6 Employee Rights and Working Conditions**

### **6.1 Just Cause**

No employee will be discharged, disciplined, reprimanded, reduced in rank or compensation, or deprived of any employment advantage without just cause.

### **6.2 Non-Discrimination**

The provisions of this agreement shall not be applied in a manner arbitrary, capricious, or discriminatory in regard to race, creed, religion, color, national origin, age, sex, mental or physical impairment, or marital status.

### **6.3 Personal Life**

The personal life of an employee shall be the concern of and warrant the attention of the Board only as it may directly prevent the employee from properly performing his/her assigned functions during duty hours.

The participation or nonparticipation in religious, political, or employee association activities of an employee conducted outside duty hours and off school property shall not be grounds for disciplinary action or for discrimination with respect to his/her employment.

### **6.4 Charitable Contributions**

No individual office quotas for charity campaigns will be established. Employees who do not plan to contribute do not need to return pledge cards.

### **6.5 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 her/his duties shall be promptly reported to her/his administrator/office head. The scope of the

employee's duties in such cases shall be defined to include any extracurricular 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.**

**6.5.1** The administrator 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, Area Assistant Superintendent, 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 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.

## **6.6 Property Loss - Assault**

In the event that an employee has any clothing or other personal property damaged or destroyed as the result of an unwarranted assault suffered in the course of his/her employment, the Board shall reimburse the employee the cost of repair or replacement value of such property, less any benefit from Workers' Compensation or insurance. This benefit shall have a five dollar (\$5.00) minimum clause.

## **6.7 Property Loss - General**

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 for a specified length of time was obtained in writing from the administrator, and such permission is renewed at least annually.
- c. A recent appraisal indicating the value of the item was filed with the administrator in advance.
- d. No coverage shall exceed five hundred dollars (\$500.00).
- e. Such coverage shall not apply if the negligence of the employee contributed to the loss.

## **6.8 Tuberculin Tests and Flu Shots**

The Board shall make available, without cost to the employee, tuberculin tests and flu shots.

**6.8.1** 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.

## **6.9 Health and Safety**

The Board agrees that it shall maintain safe, sanitary, healthful working conditions and shall comply with state and federal regulations pertaining to such items.

Should an employee feel that a safety problem exists, he/she should report it immediately to his/her immediate supervisor. An inspection 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.

#### **6.10 Transportation of Students**

Employees will not be required to transport students.

#### **6.11 Parking**

Parking facilities will be provided at each location for employees.

#### **6.12 Seniority**

Seniority shall be computed from the original date of hire or the adjusted hire date if applicable in the bargaining unit. The adjusted hire date shall be established by advancing the original date of employment in the bargaining unit a span of time equivalent to the employee's non-creditable service which shall have resulted from unpaid leave or layoff. Employees shall be notified in writing of any changes made in their adjusted hire date at the time of the adjustment. Former employees who return within twelve (12) months of their separation shall also have an adjusted hire date.

#### **6.13 Progressive Discipline**

Disciplinary action or measures shall consist of: oral reprimand, written reprimand, suspension, and discharge. In incompetency dismissal cases, however, suspension will not normally be a step in the process and demotion will be considered prior to discharge. Any disciplinary action or measure imposed may be processed through the administrative appeal process.<sup>2</sup> Where possible, progressive discipline is to be utilized; however, where the offense is deemed to be of gross enough nature, preceding steps may be waived. 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, students, or the public.

##### **6.13.1 Discharge**

Any employee found to be unjustly suspended or discharged shall be reinstated with full compensation for all lost time and with full restoration of all rights and conditions of employment.

Formal evaluation as described in Article 15 shall be the basis for termination for incompetency. A regular employee shall be given appropriate assistance and a reasonable period of time to show improvement. Before termination can be recommended, a second evaluation shall be prepared and shared in a conference with the employee. Employees shall be given two (2) weeks notice prior to termination.

#### **6.14 Professional Growth**

Representatives of the Board shall meet with representatives of the Association semi-annually to discuss suggestions for and location of in-service courses and other professional growth activities. The Board agrees to provide high quality in-service courses and/or staff development workshops for paraeducators and office professionals, with appropriate follow-up. Special consideration will be given to creating professional

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<sup>2</sup>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. If legislation reverses the Livers v. Board of Education of Charles County decisions, cases pertaining to discipline and discharge shall be subject to arbitration.

development opportunities that assist employees in becoming highly qualified. In addition, employees shall be allowed to apply for in-service courses provided for teachers. The Association shall appoint one (1) ex officio member to the office professional committee and one (1) ex officio member to the paraeducator committee responsible for the Professional Development Conference Allowance (PDCA) process.

#### **6.15 Dispensing Medication**

Employees designated to dispense medication in the absence of the nurse shall be made aware of the current policy and procedures, and shall be given training related to this responsibility.

#### **6.16 Representation**

When a meeting with an employee is being called for the purpose of suspension, demotion, or discharge, the employee shall be advised of his/her right to representation prior to the beginning for any such conference or meeting and be given time to arrange for representation.

#### **6.17 School-Based Participatory Decision Making**

In any school where school-based participatory decision making is occurring, opportunity for involvement of employees shall be provided as appropriate.

#### **6.18 Substituting**

No office professional 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.

### **ARTICLE 7 Wages and Working Hours**

#### **7.1 Duty Year**

The duty year for ten (10) month office professionals and for ten (10) month paraeducators shall consist of the same duty days as ten (10) month teachers, and shall include all holidays defined in Article 12.

The duty year for twelve (12) month office professionals shall consist of all weekdays between July 1 and June 30 including paid holidays.

Central office employees will not be required to work more than two (2) of the days that the office is open when schools are closed for winter holiday and spring vacation, or other extended school closings except those necessitated by inclement weather or national emergency. Every effort will be made to obtain coverage on a volunteer basis. The schedule for these employees, to be worked out by the department heads, shall assure that an adequate staff is available at all times to carry out business operations. Central office employees shall be given compensatory time for any time worked during the winter holidays or spring vacation, or other extended school closings, except those necessitated by inclement weather or national emergency. School-based clericals do not work on days when schools are closed for winter or spring break.

#### **7.2 Normal Duty Hours**

The paraeducators' duty day shall be six and one-half (6 1/2) consecutive hours, not including a lunch period of thirty (30) minutes. The central office employees' duty day shall be seven and one-half (7 1/2) hours, not including a lunch period of forty-five (45) minutes. Flexible hours for central office may be established by mutual agreement between the employee and the employee's supervisor. School based office professionals' duty day shall be seven and one-half (7 1/2) consecutive hours, not including a thirty (30) minute lunch period.

Whenever possible, the hours of a part-time employee shall be established by mutual agreement between the employee and the appropriate administrator; however, the needs of the instructional program must be given priority.

### **7.3 Overtime**

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:

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.

### **7.4 Compensable Non-Duty Week Days (Ten-month Office Professionals and Paraeducators Only)**

This concept of compensable non-duty weekdays is applicable to those employed as ten (10) month office professionals and paraeducators. Compensable non-duty week days are those days within the school year that are not holidays nor are they duty days. They are, however days for which office professional employees and paraeducators are paid.

### **7.5 Breaks**

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

### **7.6 Inclement Weather**

Twelve (12) month employees shall be allowed to use personal business, compensatory time, or accrued vacation for absences directly related to inclement weather on days when schools are closed for students.

If there is a delayed opening of schools, paraeducators shall not be required to report sooner than fifteen (15) minutes prior to the delayed start of school. Ten (10) month office professionals shall not be required to report sooner than thirty (30) minutes prior to the delayed start of school. If schools are closed early, paraeducators may leave at the time of the school closing or as soon as all students leave the building.

## **ARTICLE 8 Absences and Leaves**

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

- a. Appropriate Administrator: The professional employee to whom the individual reports.
- b. Calendar Days: All the days in the year, month, or pay period.
- c. Calendar Day Worked: The day on which the employee's shift began.

- d. Duty Days: The days an employee is scheduled to work.
- e. Non-duty Days: The days an employee is not scheduled to work; normally weekends, holidays, etc.
- f. Immediate Family: Father, mother, brother, sister, husband, wife, son, daughter, grandmother and grandfather by blood (not marriage), father-in-law, grandson, granddaughter, mother-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/her home, or any other person so interpreted by the Board. Brother-in-law and sister-in-law are classified as immediate family for purposes of bereavement leave.
- 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.

### **8.1 Academic Activities**

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

One (1) day shall be allowed for employees to appear for examination for advanced degrees or professional licenses related to their employment. The absence will be charged to urgent personal business leave.

Utilization of this type leave requires one (1) week prior notification to the appropriate administrator in writing.

### **8.2 Adoption Leave**

A full-time employee shall have six (6) weeks for adoption beginning with 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 paid adoption leave between themselves or either one may use the full six (6) weeks.

### **8.3 Bereavement Leave**

Up to four (4) consecutive duty days with pay, beginning with the day of death, or the first day after death are allowed if the death is in the immediate family. One (1) additional day with pay shall be allowed in those instances of delay of funeral, the need to travel excessive distances or when required by the tenets of a religious denomination. 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 Manager, Office of Staff Relations.

One (1) workday with pay shall be allowed to attend a funeral of a close relative. One (1) additional day with pay 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 or form stating the relationship, the date of death, the date of the funeral, and the dates of absence. This information will be forwarded with the payroll report.

## **8.4 Educational Leave**

An employee with two (2) or more years of satisfactory continuous service with the Board may be granted either a semester or year of educational leave for the purpose of furthering growth by means of further study or by other means as approved by the Superintendent.

**8.4.1** Application for educational leave shall be made in writing prior to June 1, preceding the year for which the leave is required.

**8.4.2** This leave is granted without pay.

**8.4.3** Upon return from educational leave, the employee will receive the full yearly increment, provided he/she has fulfilled the plans approved by the Superintendent.

**8.4.4** The number of educational leaves granted during any one (1) year will be decided in the best interest of the school system.

## **8.5 Legal Commitments and Transactions**

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

An employee who is issued a summons from a legally established court may be absent without loss of pay unless he/she is a defendant in court proceedings. If such employee defendant is not found to be guilty or, in a civil case, disposition is in favor of the defendant by the court, he/she shall be paid retroactively for time lost because of the summons provided verification of the verdict is provided within thirty (30) days of the absence.

## **8.6 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, childbirth, 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. Reinstatement in an appropriate position will be made as provided in Section 8.14.

## **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.

2. A Child Rearing Leave of Absence may be granted for a period of up to twenty-four (24) months following the birth of the 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. Before she returns to duty, the mother may be required to present a doctor's certificate stating that she is able to resume her regular work.

5. 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 he/she returns to active status.

## **8.8 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 lost 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 (15) day period, accrual of benefits will continue. In order to implement this policy, the employee must present the Board with a copy of his/her military orders. In the absence of supporting documents, lost time due to military training or emergency duty shall be uncompensated. If a 10-month employee has an option as to when he/she participates in short-term duty, he/she shall do so at the time which has least conflict with his/her professional duties.

c. Active-duty - The Board will continue to pay its share of the health and dental benefits for the family of the employee called to active duty for up to one (1) year, provided the employee was enrolled in the appropriate coverage at the time of the order.

d. 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/her military obligation the employee shall, within a reasonable length of time, be reinstated to his/her previous position, one of similar scope and complexity, or to an advanced position for which the Director, Department of Personnel believes the employee is qualified by virtue of his/her service, experience, and training. Where the employee is returned to his/her former job classification, the employee shall be entitled to all annual increments (allowable in his/her salary grade) for which the employee would have become eligible had his/her employment been continuous.

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/her 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 extended active duty shall be compensated for lost time up to fifteen (15) working days.

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

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

g. A reasonable effort shall be made to reinstate to a comparable position an employee who resigned to accompany a spouse while on military duty, provided that the employee had completed any probationary period in the system at the time of resignation. Service of the spouse shall not have been voluntarily extended beyond four (4) years total active duty and the employee must have applied for reinstatement within ninety (90) days of the separation of the spouse from service.

### **8.9 Urgent Personal Business Leave**

a. Each employee shall be entitled to up to five (5) days per year for urgent personal business leave. A written statement of intent to be absent shall be submitted to the principal (or other appropriate administrator) at least twenty-four (24) hours prior to the expected absence. The principal (or other appropriate administrator) may make exception to the twenty-four (24) hour requirement in case of demonstrated need. Urgent personal business leave must be used only to conduct personal business of any nature that cannot be scheduled on a non-duty day. Urgent personal business leave may not be used on consecutive duty days except with permission of the principal (or other appropriate administrator).

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

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

### **8.10 Special Religious Observance Leave**

Employees will be permitted a total of five (5) days for religious holidays. These five (5) days shall be comprised of two (2) days for religious holidays and three (3) days for personal business. The two (2) days of religious holiday are not cumulative. In determining these holidays, the Superintendent of Schools will request verification from appropriate religious authorities of the requirement to be absent from the worksite to fulfill religious obligations. Should religious authorities verify that more than five (5) days are needed by the employee; the employee shall have the option of paying a substitute employee's pay for the additional day(s) where applicable. If a substitute is hired, the employee outlay will be the lesser of the actual cost of the substitute or the current rate for a degreed daily teacher substitute. The day(s) shall not be subtracted from the employee's accumulated sick leave. The employee is required to submit one (1) week in advance to the appropriate administrator, a letter stating the intent to be absent on a duty day to observe a religious holiday.

## 8.11 Sick Leave

Any employee needing to utilize sick leave must contact his/her immediate supervisor prior to or during the first hour of each day of absence, stating the necessity for the absence so that time records can be properly maintained and work schedules realigned. Where a relatively long period of absence is anticipated, the employee need only contact his/her supervisor on the first day of the absence but must state at the 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.

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

A full-time ten (10) month employee during the first fiscal year shall be advanced ten (10) days of sick leave. A twelve (12) month employee shall be advanced twelve (12) days during the first fiscal year.

A full-time ten (10) month employee, after the first fiscal year, shall be advanced fifteen (15) days of sick leave. A full-time (12) month employee, after the first fiscal year, shall be advanced eighteen (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 the following year for the higher advanced rate of sick leave.

A regular part-time or ten (10) month employee shall be advanced sick leave in proportion to the time worked.

All unused sick leave is cumulative.

An employee on less than a twelve (12) month schedule, who is employed for additional periods of duty on a temporary basis, is permitted to use sick leave during these periods. Such an employee shall receive sick leave for the additional term of employment in proportion to the time worked.

An employee on leave of absence requiring Board action shall not be advanced sick leave.

An employee who becomes seriously ill while on vacation may have his/her vacation extended or take vacation at a later date. A serious illness is one that requires hospitalization or is of prolonged nature. 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/her vacation extended or take vacation at a later date. An employee who leaves the employ of the Board will be granted sick leave days accumulated during prior service if he/she returns to duty within one (1) year. Ten (10) 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/her accumulated sick leave days are held in abeyance until he/she returns to duty. Upon return to duty, the employee will be granted sick leave days according to the policies in effect, but he/she will not lose his/her 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.

### **8.11.1 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 four (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. The Manager of 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 member of the family.

### **8.12 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 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 System.

### **General Provisions**

#### **8.13 Benefit Continuation**

While on approved unpaid leave of absence, insurance coverage may be maintained through payment of premium by the employee.

#### **8.14 Reinstatement**

Upon the expiration of a leave or written notification that the employee is ready to return from leave the employee shall be returned to his/her prior position if the leave has been for six (6) months or less. If over six (6) months and his/her prior position has been filled, the employee will be included with the employees to be involuntarily transferred or laid off employees and shall, in order of length of service, be offered any and all vacancies which may exist within his/her prior grade for which the employee may qualify. Should no vacancies exist for which the employee qualifies, offers will be extended as soon as they do become available prior to the employment of a new employee. An employee returning from leave shall be assigned no later than the beginning of the next school year. If necessary, the layoff provisions of Article 17 shall be invoked with the newly created vacancy utilized to place the individual being reinstated provided that employee would not otherwise have been laid off. An employee returning from an approved leave of absence shall be reinstated with all the rights, privileges and status accrued at the time of the effective date of leave and not utilized in the course of the leave. Failure to accept one of the positions offered, or the position offered in the case of only one position being available, will mean that the Board will have fulfilled its responsibility and will be under no obligation to make additional offers. The employee's name will be removed from the list.

#### **8.15 Unified Sick Leave Bank**

**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:

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

**TWELVE (12) MONTH EMPLOYEES.** TWELVE (12) MONTH EMPLOYEES WHO HAVE COMPLETED ONE YEAR OF CONTINUOUS SERVICE AND WHO HAVE ACCUMULATED TWENTY-FOUR (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 ten (10) month employees and is equal to two hundred forty-five (245) duty days for twelve (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 Governmental Relations. Pending the outcome of the appeal to the Assistant Superintendent, the employee will continue to be paid from the sick leave bank.

## **8.16 Workers' Compensation**

Whenever an employee is absent from work as a result of personal injury 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 (12) months, and 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, the employee shall be placed on leave-of-absence and disability payments will commence consistent with the amount covered by Workers' Compensation Law. The employee, on termination of service with the Board of Education, who has indebtedness for advanced personal injury leave pay, must reimburse the Board for the amount of indebtedness.

**8.16.1** 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 benefits.

**8.16.2** An employee on Workers' Compensation may accrue up to one (1) 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 and life insurance, commensurate to an employee retiring with thirty (30) years of service.

## **ARTICLE 9 Insurance Benefits**

### **Basic Plan Life Insurance**

**9.1** The Board will pay 100% of the premium for \$15,000 life insurance.

### **Optional Plan Life Insurance**

**9.2** 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 basic annual earnings starting at .50 times the employee's basic annual 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.

### **Section 125 Plan**

**9.3** 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.

**9.3.1** The Section 125 Plan administrator shall be jointly determined by the Board and the employee organization(s) representing covered employee.

## **Flexible Benefits Insurance Program**

**9.4** A flexible benefits insurance program shall be offered to employees, along with flexible spending accounts established under Section 125 of the IRS Code. Part-time employees hired before July 1, 1977 who work at least one-half time are eligible to participate with the Board contributing the same share as it does for full-time employees. Part-time employees hired after June 30, 1977 who work at least one-half time are eligible to participate with the Board contributing a prorated portion of the premium determined by the percent of time worked. Part-time employees who work less than half time are eligible to participate but assume full cost for participation.

**9.4.1** Beginning each May, employees will be afforded a minimum three (3) week period to select their benefits and type of coverage. Every effort will be made to complete the open enrollment process before the last duty day for ten-month employees.

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

**9.4.3** An employee may make employee contributions to a Dependent Care Spending Account provided the employee meets requirements prescribed by federal regulations. 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.

**9.4.4** 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. Any amounts remaining in the account at the end of the plan year will be forfeited.

**9.4.5** The Board shall make qualified reimbursements from flexible spending accounts on a semi-monthly basis.

## **Health Care Options - Flexible Benefits Plan**

**9.5** The specific coverage in each of the health care options shall be mutually determined by the Board and the employee organization(s) representing covered employees, and shall be provided in writing each year to the employees.

**9.5.1** 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 ten percent (10%) of the annual premium through 2011-2012 according to the schedule in Appendix B.

The Board shall provide a prescription drug benefit 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 structure through 2011-2012 shall be as follows:

CareFirst: Retail – Up to a 30-day supply - \$8 for generic; \$20 for formulary; \$35 for non-formulary;  
Mail order - 90-day supply of maintenance prescriptions - \$15 for generic; \$40 for brand.

**9.5.2 Option 2** Employees may choose to enroll in a qualified prepaid health maintenance organization or a Blue Cross/Blue Shield HMO. The employee price tag will be 10% of the annual premium through 2011-2012 according to the schedule in Appendix B.

A prescription drug benefit is included with each HMO offered. The co-pay structure through 2011-2012 shall be as follows:

Kaiser: Retail - Up to 60-day supply - \$5 generic; \$5 brand; At participating community pharmacy - \$15 generic; \$15 brand; Mail order - 90-day supply - \$5 generic; \$5 brand.

Keystone: Retail - Up to a 30-day supply - \$5 generic; \$15 brand; Mail order - Up to a 90-day supply - \$10 generic; \$30 brand.

**9.5.3 Option 3** This option provides for two (2) Medicare Supplement Plans with specific coverage comparable to the existing plan. These plan options will only be available to retirees who have attained the age of 65. The Board contribution toward the premium for health insurance for Medicare-eligible retirees will be according to the schedule in Section 9.8. At least one plan option shall provide the following components. The limit on major medical coverage shall be \$300,000. The major medical cash deductible shall be two hundred fifty dollars (\$250) per family member, shall be limited to two (2) per family benefit year, and shall be limited to a total deductible of six hundred dollars (\$600) per family. The major medical coverage shall provide for 80/20 co-insurance up to \$200 with 100% payment thereafter in each benefit year. The maximum out-of-pocket cost to the retiree for major medical will be six hundred fifty dollars (\$650) per individual per year of deductibles and co-insurance.

**Adult Hearing Aids**

**9.6** Coverage for adult hearing aids will be included in the health plan offerings provided by the Board. The incremental annual cost for the benefit for Medicare-eligible retirees will be ninety percent (90%) paid by the retiree.

**Health Insurance - Family of Deceased Employee**

**9.7** The Board will pay full premiums for health, dental, and vision insurance for the spouse and/or family of any employee who dies in service, for a period of one (1) year, providing the employee was enrolled in such program and the spouse and/or family were eligible for benefits prior to the death.

**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. Specific price tags for available plans will be according to schedules contained in the Retiree Enrollment Guide. Contributions by the Board shall be made in accordance with the following schedule:

	<u>Pre-65</u> <u>Options</u> <b>1 &amp; 2</b>	<u>Only for retirees age 65 or older</u>	
		<u>Option</u> <b>3-A</b>	<u>Option</u> <b>3-B</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** The Board shall implement a Prescription Drug Plan (PDP) for Medicare-eligible retirees.

**9.8.2** 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.

### **Dental Insurance**

**9.9** The Board shall offer three dental plans: a) Traditional Dental Plan, b) Preferred Provider Dental Plan, and c) Dental HMO.

**9.9.1** The Board shall contribute sixty-five percent (65%) of the premium for the lowest cost dental option. The employee will contribute thirty-five percent (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, 2012. The employee price tag will be according to the schedule in Appendix B.

**9.9.2** The specific coverage in each of the Dental Insurance plans shall be mutually determined by the Board and the employee organization(s) representing covered employees, and shall be provided in writing each year to the employees.

**9.9.3** All self-funded dental plan options available to active employees will be available to retirees for a price tag equal to the existing COBRA rates.

### **Vision Insurance**

**9.10** The Board shall provide an optical plan jointly selected by the Board and employee organizations. Participation in the optical plan will be available to retirees and dependents at full cost to the retiree.

### **Insurance Plan Carriers**

**9.11** No change will be made in the carrier of any insurance plan identified in this Article unless the Association approves such change.

## **ARTICLE 10 Educational Assistance Benefits**

The Educational Assistance Program is designed to provide financial assistance to permanent employees who have successfully completed their probationary period and who are employed fifteen (15) hours per week or more. The Educational Assistance Program is for employees who wish to attend outside training courses to improve performance in their present position or to prepare themselves for recertification, relicensure, or a 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 member of the Office of Personnel to be eligible for reimbursement. Employees shall be eligible for up to two hundred fifty dollars (\$250.00) per credit hour for tuition and fees upon presentation of Grade C or better for approved requests. Only twelve (12) semester hours will be honored per fiscal year. However, in programs requiring more than twelve (12) credits per year, the twelve (12) credit limit will be waived.

Employees on approved leaves of absence upon returning to active service shall be eligible for reimbursement for courses taken while on leave in accordance with the other provisions of the Article.

**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 will be made subject to completion of the necessary form. No reimbursement of less than fifteen dollars (\$15.00) will be paid to an employee during any period of three (3) months or less except that the final mid-year and final reimbursement may be less than fifteen (15) dollars.

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.

**ARTICLE 12**  
**Holidays**

**12.1** The following days shall be recognized as holidays by the Board:

- 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 Monday
- Memorial Day
- Election Days (Baltimore County)

The list of holidays is for information only and not open to the grievance procedure.

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 laws.

**12.1.1** If an employee is absent in unpaid status on his/her duty day prior to (a) holiday(s) and his/her 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/she 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 day.

**12.2** School based office professionals shall receive compensatory time on a day for day basis, if an extended school closing which appears on the school calendar is eliminated because of the need to meet statutory requirements for pupil days.

**12.3** Employees whose normal retirement date immediately follows a holiday period shall be paid for the holiday.

## **ARTICLE 13**

### **Vacations**

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

**13.1** 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 of qualifying employment to a maximum credit of ten (10) normal workdays per year.

**13.2** 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 biweekly pay periods for twelve (12) month employees.

**13.3** 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 tenth anniversary of employment.

**13.4** A qualifying pay period of employment shall be any pay period in which the employee was in qualifying pay status for a minimum of sixty percent (60%) of the period. Qualifying pay status shall include: hours worked, use of compensatory time, vacation, paid holidays, and paid leave.

**13.5** 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 shall be requested in advance and approved by the appropriate administrator.

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

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

a. Convenience of the Employee - With approval of the appropriate administrator, an employee may accumulate a maximum of one-half (1/2) of his/her accrued vacation days. In order to acquire permission to accumulate vacation, an employee must submit to the appropriate administrator the reason for the use of the accumulated vacation days.

b. Convenience of the Employer - When the responsibilities of an employee make it impractical to use all of his/her vacation time prior to July 1, following the end of the fiscal year in which it was earned, permission may be granted to use the time after said date, with the approval of the appropriate administrator.

**13.8** A vacation in excess of 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.

**13.9** Earned vacation credits shall not be used to extend employment beyond the last day worked except in case of retirement.

**13.10** Vacation credits shall not be charged to holidays or normally nonscheduled days.

**13.11** 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.

#### **ARTICLE 14 Employee Files**

**14.1** Upon written request to the appropriate personnel officer, each employee shall have the right to review, at a time mutually convenient, the contents of his/her file in the central office, excepting, however, any confidential references submitted as a part of the pre-hiring selection process. 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 personnel officer responsible for the safekeeping of such files.

**14.2** Any employee shall have the right to answer in writing any complaint filed in his/her personnel file, and the answers shall be attached to the complaint and reviewed by the Superintendent or his/her designated representative.

**14.3** Material of negative nature shall not be placed in an employee's file without his/her knowledge. Except for evaluation forms, material of a negative nature may be removed from the employee's file after five (5) years upon the employee's request and subject to the approval of the division head.

**14.4** Facilities shall be available for the employee to make Photostat copies of such contents and records, except in circumstances beyond the control of the administrator.

**14.5** 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 the safekeeping of such files.

#### **ARTICLE 15 Evaluation**

**15.1** Formal evaluation including a conference must be made a minimum of once every two (2) years. Employees should be provided with feedback on their performance each year. The standard evaluation form will normally be used every other year. In a year when the standard form is not used, the feedback shall have no rating attached to it. In any fiscal year in which an employee is not evaluated, it shall be assumed the employee's performance was no less than the last written evaluation.

**15.2** The evaluation shall be based on the conclusions and assessments reached by the evaluator. In the event an employee is assigned to more than one (1) location, the home administrator shall be responsible for submitting the evaluation form. All administrators should provide input to the home administrator prior to the completion of the form.

**15.3** The evaluation shall be based on observations of the employee's work performance. Less than satisfactory performance shall be discussed with the employee. Specific suggestions for improvement shall be

given so that the employee may have an opportunity and sufficient time, as indicated by the appraisal team, to improve.

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. No employee shall receive adverse comments from any observer in the presence of pupils, parents, other nonsupervisory employees, or at public gatherings.

**15.4** Provision shall be made for an overall assessment by the evaluator which clearly indicates a satisfactory or unsatisfactory rating. No employee shall receive a rating on the evaluation less than satisfactory without having received earlier written suggestions for improvement in the area of weakness and having been given an opportunity to show improvement. An overall evaluation rating may not be lower than the previous rating unless the employee has received advanced warning of a possible reduction and an opportunity to show the necessary improvement.

**15.5** 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.

**15.6** Matters relating to evaluation may be subject to the grievance procedure only for reasons of arbitrariness or failure to follow procedure.

## **ARTICLE 16**

### **Job Security and Transfers**

#### **16.1 Assignment and Transfer**

An employee who is transferred to a position of the same job classification shall be paid at the same rate he/she was receiving at the time of transfer.

An employee who is involuntarily transferred to a position in a new classification in a lower pay grade due to the abolishment of his/her former position shall be paid at his/her former rate for a period of one (1) year from the date of the transfer. During this period, efforts will be made to restore said employee to his/her former grade. After this period, his/her rate of pay will be adjusted to the appropriate step of the new grade.

Should the transfer to a lower pay grade, in the same salary schedule, be requested by the employee, he/she shall be placed on his/her current step on the salary schedule for the new grade. Any transfer under this provision is subject to the grievance procedure only for reasons of arbitrariness or failure to follow procedures.

Employees receiving a promotion or voluntary transfer shall be allowed to move to their new position as soon as possible.

##### **16.1.1 Voluntary Transfers**

Employees who desire a transfer to a position in their same pay grade for which they qualify shall fill out a transfer request and forward the request to the Office of Personnel by the last student attendance day or within seven (7) week days after learning that he/she is to be involuntarily reassigned. If such notice was provided fewer than seven (7) week days prior to the last student attendance day, or provided after the last student attendance day. Employees may also use the transfer roster to request to move from part-time to full-time positions and from full-time to part-time positions. Should an employee decline to be considered for a position or more than one (1) offer for placement in an area or a specific location that he/she had requested or

receive a voluntary transfer, the employee's name will be removed from the transfer roster until the annual registration.

Paraeducators will be considered for transfer opportunities from the time the transfer request forms are received by the Office of Personnel until September 30. All such transfers will not be effective sooner than July 1. After September 30, all paraeducator vacancies will be posted, and the established posting procedures will apply.

The employees on the transfer roster who have requested transfers within their grade for which they qualify will be referred to the appropriate administrator for review, provided the employee has demonstrated satisfactory competency. Among the data shared with the administrator at the time of referral will be the employee's adjusted hire date. When four (4) or more eligible employees have applied for the same position, the selection will be made from within this group except where the need to maintain balanced staffing is demonstrated. Where experience and competency are equal, seniority will prevail in the selection between two or more employees. Positions will be posted as indicated in Section 16.4.

A probationary employee who is transferred to a job of an identical classification level as the one in which he/she received his/her initial appointment will continue the probationary period already in existence and shall not be subject to starting a new probationary period.

### **16.1.2 Administrative Transfers**

Administrative transfers may be made by the Superintendent, as the needs of the schools require. Notification of an administrative transfer will be given 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. An administrative transfer will be made only after a meeting between the employee and the appropriate administrator/supervisor at which time the employee shall be notified of the reason for the transfer.

### **16.1.3 Involuntary Transfers**

In the event of an involuntary transfer as required by the needs of the school system, the following guidelines will be observed:

a. When an employee who is performing satisfactorily is transferred involuntarily, he/she will be included with the employees to be involuntarily transferred, laid off personnel and employees returning from leave and shall be considered for any and all vacancies which may exist within his/her prior classification for which the employee may qualify. Employees may submit a list of worksites in preferential order for which they wish to be considered.

b. Where a transfer has not been requested and the transfer results from a reduction in the number of employees at a work site, the Director of Personnel, or his/her designated representative, shall discuss the reason for such transfer with the employee involved prior to the implementation of the transfer. The employee may list worksites for which he/she wishes to be considered. When more than one (1) clerical employee in an identical classified position is employed at a given school/office, the employee to be transferred shall be the one with the least seniority, except where the need to maintain balanced staffing is demonstrated.

When more than one paraeducator is employed at a given school/office, the employee to be transferred shall be the one with the least seniority, except where the need to maintain balanced staffing or to address special training or talents is demonstrated.

Employees involuntarily transferred shall remain on the transfer roster.

When an employee is transferred involuntarily after the beginning of the school year, he/she may elect to be included on the excess list for the following school year. Involuntarily transferred office professionals and paraeducators, and office professionals and paraeducators requesting a transfer to another position, shall be considered for appropriate vacancies simultaneously.

#### **16.1.4 Acting Positions**

When an employee is voluntarily assigned duties of a higher skill or responsibility than is normally associated with his/her job classification during a temporary emergency he/she shall be compensated at the appropriate rate for the assigned job when such an assignment exceeds one (1) calendar week, retroactive to the date of assignment. 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.

Emergency temporary assignments do not need to be posted. Should the position develop into one of a permanent nature or the emergency temporary assignment exceeds six (6) months, the job must be posted and a selection made in accordance with promotional procedures.

#### **16.2 Promotions - Demotion**

Promotion – Promotions from one (1) pay grade to either of the next two (2) consecutive pay grades on the same salary schedule shall be made in such a manner that the employee promoted shall move to their current step on the salary schedule for the new pay grade. If the promotion is more than two (2) pay grades, the new rate shall not be less than 10% over the rate received immediately prior to such promotion. In no case shall the employee receive less than the minimum of the new grade.

Demotion - When an employee is demoted, his/her pay shall be adjusted in a manner opposite to a promotional adjustment. If a recently promoted employee must be demoted within six (6) months of his/her placement in the new position, he/she will be returned to his/her grade and step immediately preceding the promotion.

#### **16.3 Probation**

All new employees shall serve a ninety (90) calendar day probationary period without any right of appeal. This period may be extended to one hundred twenty (120) days, or in the case of health assistants\*, to one hundred eighty (180) days at the discretion of the appropriate administrator. One (1) month prior to the date an employee completes his/her probationary period, his/her supervisor will evaluate the employee's performance. It is the responsibility of the supervisor to complete this evaluation and indicate whether the employee should be placed on permanent status, receive extended probation, or be terminated. The Office of Personnel will be notified of this decision three (3) weeks (15 duty days) prior to the completion date of the probationary period. In the event termination is recommended, a two (2) week (10 duty days) notice shall be given to the employee. The employee shall have no right of appeal through the grievance process.

\*As a result of certification and training requirements imposed by the Maryland State Board of Nursing through the Department of Health and Mental Hygiene, health assistants shall serve a one hundred eighty (180) calendar day probationary period consisting of two (2) consecutive ninety (90) day periods. All existing notice and evaluation requirements listed above shall remain in force for the initial ninety (90) day period. At the end of this initial period, the supervisor must either terminate the employee or continue employment for the second ninety (90) day period. The extension to a one hundred twenty (120) day probationary period shall not be an available administrative option regarding the performance of health assistants.

\*Upon completion of the second ninety (90) day portion of the probationary period, the employee must have successfully completed all certification and training requirements and received a satisfactory evaluation to

continue in the position. In the event the employee does not successfully complete the requirements by the completion of the second ninety (90) day portion of the probationary period, BCPS agrees to consider the individual for employment as a paraeducator, if the individual meets or exceeds the hiring requirements of the Office of Personnel for that position.

#### **16.4 Posting**

All full-time office professionals (other than entrance level positions) that are not filled through the transfer roster (Section 16.1.1) shall be posted. Paraeducator positions may be posted if the vacancy is not filled through the transfer process. Information will be shared through electronic mail, the Employment Opportunity Line and by written copy of specific information at all work locations for no fewer than seven (7) duty days before the position is filled. A copy of such notices shall be sent to the Association. The Association shall receive notification of all filled positions on a semi-annual basis. That notification shall be received on October 15 and April 15.

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

**16.4.1** Employees interviewing for a position shall be notified of their selection or rejection within ten (10) 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 posting and interview process.

#### **16.5 Notification of Assignment**

All employees shall continue in their assigned positions on an annual basis unless transferred, laid off, or terminated under the provisions of this contract.

Request forms shall be provided by the Board at the time the employee is notified of the involuntary transfer.

Beginning in June, employees who are involuntarily transferred shall be notified by seniority of available positions.

**16.6** Any full-time employee who voluntarily accepts a part-time position shall be guaranteed the opportunity to return to a full-time position in the same classification for which he/she qualifies at the beginning of the next school year or any subsequent year before a new employee is hired. Any part-time employee who has requested full-time shall be considered for a position in the classification for which he/she is qualified before a new employee is hired. Whenever feasible, part-time positions that can be combined will be full-time positions if appropriate to the school's instructional program.

### **ARTICLE 17 Reduction in Force**

#### **17.1 Authority**

The Board retains the right to lay off or reduce its work force in accordance with the procedures included herein. Decisions for the necessity of such actions are not subject to the grievance procedure.

## **17.2 Layoff**

Should it become necessary to reduce the work force due to lack of suitable work, by terminating a satisfactory employee(s), layoffs shall be effectuated beginning with the clerical employee having the least seniority within the same job title/job classification within the county, except where the need to maintain balanced staffing is demonstrated. Should it become necessary to reduce the work force due to lack of suitable work, by terminating a satisfactory employee(s), layoffs shall be effectuated beginning with the paraeducator employee having the least seniority within the category, e.g., paraeducator, special education paraeducator, within the county, except where the need to maintain balanced staffing is demonstrated. Notification of layoff will be given to the employee thirty (30) calendar days prior to termination.

## **17.3 Recall**

The affected employee(s) shall be placed on a recall list and no new employees shall be hired until all employees laid off have been placed in their job classification or in a position for which they qualify equal to or less than the position they occupied at time of their layoff; except where all qualified employees on layoff decline the offer to fill the existing vacancy. Employees who are considered for a position may decline one (1) offer for placement and still remain on the transfer roster. No employee that was full-time shall be offered less than a full-time position, if a full-time position or its equivalent is available. If an employee is recalled to a position involving less time than the employee previously had, that employee shall be offered any subsequently available full-time positions for which they qualify before such position is offered to a less senior laid-off employee.

**17.4** An employee who has been laid off due to a reduction in force shall remain on a recall list for two (2) years. As vacancies develop in classifications which are not filled through the transfer process, the employees on the recall list will be offered these positions as described in 17.3 in inverse order of layoff. Failure to accept one (1) of the positions offered, or the position offered in the case of only one (1) position being available at an equal grade/salary level will result in removal from the recall list. An exception will be made for an employee with a proven medical disability. Employees shall (a) receive a written notice at least five (5) days in advance of the deadline for determining whether to exercise recall rights, (b) be available to begin work within twenty (20) days following the exercise of recall rights.

Employees laid off under the provisions of this section shall have the option of continuing membership in the Board's group insurance program for a period not to exceed two (2) years by paying full premium costs. This benefit stops if an employee loses recall rights.

## **ARTICLE 18 Salaries**

### **18.1 Basic Salaries**

Each employee will be paid at the rate set forth in Appendix A which is attached to and incorporated in this Agreement for the job classification in which he/she is employed. All salaries shown in Appendix A will be paid within one dollar (\$1.00) of amount stated. These salaries shall be modified throughout the 5-year duration of this Agreement as noted in Article 21, **Duration**.

### **18.2 Longevity**

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

### **18.3 Educational Credit-Office Professionals**

Office Professionals shall receive a biweekly increase equal to one (1) step of their salary schedule for thirty (30) credit hours of college work accepted as being work-related. Fifteen (15) of these credit hours may be earned in Baltimore County approved in-service programs. Such employees shall be entitled to an additional pay increase equal to one (1) step of their salary for an additional thirty (30) credit hours of college work accepted as work-related. Up to fifteen (15) credit hours of Baltimore County approved in-service credit may be used to meet the requirement of the additional thirty (30) hours.

### **18.4 Paraeducators**

Up to fifteen (15) credit hours of Baltimore County approved in-service credit may be used to meet the requirement of the additional thirty (30), sixty (60), and ninety (90) credits.

### **18.5 Salary Errors**

When an overpayment occurs, a repayment schedule will be developed with the employee. Unless a separation from employment is anticipated, 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.

When an employee has been underpaid, the employee will be paid in one (1) lump sum or according to a schedule that is mutually determined by the employee and the Office of Payroll.

## **ARTICLE 19 Ad Hoc Committee**

### **19.1 Definitions**

Matters which cannot be negotiated to finality without additional research and study may be referred to ad hoc committees of the negotiating teams appointed jointly by the two (2) teams. These committees shall report to the negotiating teams in time for the next scheduled negotiating session.

**19.2** Representatives of BACE and the Board of Education will examine the following issues and submit recommendations to BACE and the Office of Staff Relations.

1. Joint planning opportunities for paraeducators and teachers;
2. Use of paraeducators and office professionals for purposes other than those for which they were hired, including the practice of and compensation for paraeducators and office professionals to substitute or provide classroom coverage;
3. Compensation for summer employment for 10-month employees;
4. Contract issues that will allow employees to transition to a teaching career; and,
5. The impact of ESEA on the above, including assessment requirements for paraeducators.

## **ARTICLE 20 Effect of Agreement**

### **20.1 Change in Rules or 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 policy not in conflict with this Agreement or with Title 6, Subtitle 5 of the Education Act of the Annotated Code of Maryland.

## **20.2 Contrary to Law**

Should any article, provision or application of this Agreement to any employee or group of employees be declared unlawful by a court of competent jurisdiction, said article, provision, or application, as the case may be, shall be automatically deleted from this Agreement to the extent that it violates the law. The remaining articles, provisions and applications, however, shall remain in full force and effect for the duration of the Agreement. The Association agrees that it will abide by the provision of Title 6, Subtitle 5 of the Education Act of the Annotated Code of Maryland.

### **ARTICLE 21 Duration of 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.

The teams listed below developed this Agreement.

#### **FOR THE BOARD:**

Daniel Capozzi  
Jean Brewster  
Cynthia Hamlet  
Geoffrey Bond

#### **Consultants**

Donald Peccia  
Ed Dieffenbach  
Kathleen Harmon  
Kathy Taylor-Bradham

#### **FOR THE ASSOCIATION:**

Mary Koch  
Carole Kadan  
Barbara Mekiliesky

#### **Consultants:**

Gloria Collins  
Bob Anzelc

APPENDIX A-1

**BALTIMORE COUNTY PUBLIC SCHOOLS**  
**SALARY SCALE FOR PARAEDUCATORS, 2007-08**

<b>Step</b>	<b>Grade 31 High School &lt; 30 Hours</b>	<b>Grade 32 High School Plus 30 Hours</b>	<b>Grade 33 High School Plus 60 Hours</b>	<b>Grade 34 High School Plus 90 Hours</b>	<b>Grade 35 Bachelor's Degree</b>	<b>Step</b>
<b>01</b>	12.87	13.30	13.73	14.16	14.59	<b>01</b>
<b>02</b>	13.52	13.96	14.38	14.82	15.24	<b>02</b>
<b>03</b>	14.17	14.60	15.03	15.46	15.89	<b>03</b>
<b>04</b>	14.83	15.25	15.69	16.11	16.54	<b>04</b>
<b>05</b>	15.47	15.91	16.33	16.76	17.19	<b>05</b>
<b>06</b>	16.09	16.54	16.98	17.44	17.88	<b>06</b>
<b>07</b>	16.74	17.20	17.67	18.12	18.59	<b>07</b>
<b>08</b>	17.41	17.89	18.37	18.85	19.34	<b>08</b>
<b>09</b>	18.11	18.61	19.10	19.60	20.11	<b>09</b>
<b>10</b>	18.83	19.35	19.86	20.38	20.91	<b>10</b>

<b>Longevity Steps</b>	
<b>11 years =</b>	0.75
<b>13 years =</b>	1.12
<b>15 years =</b>	1.50
<b>17 years =</b>	1.87
<b>19 years =</b>	2.24
<b>21 years =</b>	2.61
<b>23 years =</b>	2.98
<b>25 years =</b>	3.36
<b>27 years =</b>	3.73
<b>29 years =</b>	4.11
<b>31 years =</b>	4.48
<b>33 years =</b>	5.22

**BALTIMORE COUNTY PUBLIC SCHOOLS**  
**APPENDIX A-2**  
**Ten-Month Interpreters Salary Schedule, 2007-08**

<b>Grade</b>	<b>12</b>	<b>13</b>	<b>14</b>
<b>Step</b>	<b>Hourly</b>	<b>Hourly</b>	<b>Hourly</b>
<b>01</b>	17.92	18.59	19.34
<b>02</b>	18.64	19.34	20.11
<b>03</b>	19.38	20.11	20.92
<b>04</b>	20.16	20.92	21.76
<b>05</b>	20.96	21.76	22.63
<b>06</b>	22.01	22.85	23.76
<b>07</b>	23.11	23.99	24.95
<b>08</b>	24.27	25.19	26.20
<b>10</b>	26.75	27.78	28.89
<b>31</b>	18.64	19.34	20.11
<b>32</b>	19.38	20.11	20.92
<b>33</b>	20.16	20.92	21.76
<b>34</b>	20.96	21.76	22.63
<b>35</b>	22.01	22.85	23.76
<b>36</b>	23.11	23.99	24.95
<b>37</b>	24.27	25.19	26.20
<b>38</b>	25.48	26.46	27.51
<b>39</b>	26.75	27.78	28.89
<b>40</b>	28.09	29.17	30.33
<b>61</b>	19.38	20.11	20.92
<b>62</b>	20.16	20.92	21.76
<b>63</b>	20.96	21.76	22.63
<b>64</b>	22.01	22.85	23.76
<b>65</b>	23.11	23.99	24.95
<b>66</b>	24.27	25.19	26.20
<b>67</b>	25.48	26.46	27.51
<b>68</b>	26.75	27.78	28.89
<b>69</b>	28.09	29.17	30.33
<b>70</b>	29.49	30.63	31.85

**Longevity Steps**

<b>11 years =</b>	.75
<b>13 years =</b>	1.12
<b>15 years =</b>	1.50
<b>17 years =</b>	1.87
<b>19 years =</b>	2.24
<b>21 years =</b>	2.61
<b>23 years =</b>	2.98
<b>25 years =</b>	3.36
<b>27 years =</b>	3.73
<b>29 years =</b>	4.11
<b>31 years =</b>	4.48
<b>33 years =</b>	5.22

**Grade 12 = Not certified**

**Grade 13 = Possession of NAD-RID National Level II Interpreter Certification; or**

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

**Grade 14 = 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  
SALARY SCALE FOR CLASSIFIED EMPLOYEES, 2007-08**

STEP	GRADES														
	01	02	03	04	05	06	07	08	09	10	11	12	13	14	15
<b>01</b>	11.02	11.62	12.22	12.83	13.44	14.04	14.66	15.29	15.92	16.58	17.24	17.92	18.59	19.34	20.11
<b>02</b>	11.46	12.09	12.71	13.34	13.98	14.60	15.24	15.90	16.55	17.25	17.93	18.64	19.34	20.11	20.92
<b>03</b>	11.92	12.57	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
<b>04</b>	12.40	13.07	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
<b>05</b>	12.90	13.59	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
<b>06</b>	13.55	14.27	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
<b>07</b>	14.23	14.98	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
<b>08</b>	14.94	15.73	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
<b>09</b>	15.68	16.51	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
<b>10</b>	16.46	17.34	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
<b>31</b>	11.46	12.09	12.71	13.34	13.98	14.60	15.24	15.90	16.55	17.25	17.93	18.64	19.34	20.11	20.92
<b>32</b>	11.92	12.57	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
<b>33</b>	12.40	13.07	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
<b>34</b>	12.90	13.59	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
<b>35</b>	13.55	14.27	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
<b>36</b>	14.23	14.98	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
<b>37</b>	14.94	15.73	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
<b>38</b>	15.68	16.51	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
<b>39</b>	16.46	17.34	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
<b>40</b>	17.28	18.21	19.16	20.11	21.07	22.03	22.97	23.98	24.97	26.01	27.02	28.09	29.17	30.33	31.55
<b>61</b>	11.92	12.57	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
<b>62</b>	12.40	13.07	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
<b>63</b>	12.90	13.59	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
<b>64</b>	13.55	14.27	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
<b>65</b>	14.23	14.98	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
<b>66</b>	14.94	15.73	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
<b>67</b>	15.68	16.51	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
<b>68</b>	16.46	17.34	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
<b>69</b>	17.28	18.21	19.16	20.11	21.07	22.03	22.97	23.98	24.97	26.01	27.02	28.09	29.17	30.33	31.55
<b>70</b>	18.14	19.12	20.12	21.12	22.12	23.13	24.12	25.18	26.22	27.31	28.37	29.49	30.63	31.85	33.13

**Longevity Steps:**

<b>11 years =</b>	<b>\$ .65</b>	<b>23 years =</b>	<b>\$ 2.59</b>
<b>13 years =</b>	<b>\$ .97</b>	<b>25 years =</b>	<b>\$ 2.91</b>
<b>15 years =</b>	<b>\$ 1.29</b>	<b>27 years =</b>	<b>\$ 3.23</b>
<b>17 years =</b>	<b>\$ 1.62</b>	<b>29 years =</b>	<b>\$ 3.56</b>
<b>19 years =</b>	<b>\$ 1.94</b>	<b>31 years =</b>	<b>\$ 3.88</b>
<b>21 years =</b>	<b>\$ 2.26</b>	<b>33 years =</b>	<b>\$ 4.53</b>

**APPENDIX B  
FLEXIBLE BENEFITS PLAN 2007-2008**

Medical, Dental, and Vision Deductions for Full-Time Employees 9/1/2007-8/31/2008

<i>Medical Insurance</i>	<b>Total Premium</b>	<b>Your Annual Share</b>	<b>Your Bi-Weekly Deduction*</b>
<b>Care First BlueCross BlueShield Triple Choice/MPOS</b>			
Individual	\$ 6,034.20	\$603.40	\$ 30.17
Parent/Child	11,955.24	1,195.40	59.77
Husband/Wife	14,399.64	1,439.80	71.99
Family	16,235.16	1,623.40	81.17
<b>Kaiser Permanente HMO (Maryland Only)</b>			
Individual	\$ 5,124.12	\$ 512.40	\$ 25.62
Parent/Child(ren)	9,736.08	973.60	48.68
Husband/Wife	12,041.88	1,204.00	60.20
Family	15,372.48	1,537.20	76.86
<b>Keystone Health Plan HMO (Pennsylvania Residents Only)</b>			
Individual	\$ 5,286.24	\$ 528.60	\$ 26.43
Parent/Child	10,308.36	1,030.80	51.54
Husband/Wife	11,630.40	1,163.00	58.15
Family	16,652.04	1,665.20	83.26
<i>Dental Insurance</i>	<b>Total Premium</b>	<b>Your Annual Share</b>	<b>Your Bi-Weekly Deduction*</b>
<b>CareFirst BlueCross BlueShield Preferred Dental</b>			
Individual	\$ 290.64	\$ 101.60	\$ 5.08
Parent/Child or Husband/Wife	629.52	220.20	11.01
Family	954.60	334.00	16.70
<b>CareFirst BlueCross BlueShield Maryland Dental</b>			
Individual	\$ 329.28	\$ 140.20	\$ 7.01
Parent/Child or Husband/Wife	647.82	281.40	14.07
Family	1,159.80	539.20	26.96
<b>CIGNA Dental DHMO</b>			
Individual	\$ 336.72	\$ 147.80	\$ 7.39
Parent/Child or Husband/Wife	645.48	236.20	11.81
Family	970.32	349.80	17.49
<b>Vision Insurance - Vision Service Plan</b>			
	<b>Total Premium</b>	<b>Your Annual Share</b>	<b>Your Bi-Weekly Deduction*</b>
Individual (Free if FTE is .5 or greater)	\$36.00	\$ -	\$ -
Family (includes Parent/Child and Husband/Wife)	138.12	102.00	5.10

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

**APPENDIX C  
Baltimore County Public Schools**

**GRIEVANCE REPORT FORM**

**Official Use Only**

(For clear copies, please type or use ball point pen)

**Send Copies to:**

Grievance No.                      Level I filed with \_\_\_\_\_

Level Processed (circle one)    Date Grievance Occurred \_\_\_\_\_

Informal(I)    II    III    IV    Date Grievance Filed \_\_\_\_\_

1. Office of Staff Relations
2. Area Asst. Superintendent  
(or other appropriate administrator)
3. Office Head (or other appropriate administrator)
4. BACE or AFSCME
5. Retain one copy

Name of Grievant \_\_\_\_\_

School or Office \_\_\_\_\_

Home Address \_\_\_\_\_

Zip Code

Home Phone \_\_\_\_\_

**WHAT IS YOUR COMPLAINT? (State name and position of individual making the decision)**

*(Attach additional sheets, if needed. Indicate Article and Section of Master Agreement deemed to be violated.)*

**WHAT DO YOU THINK SHOULD BE DONE?**

Signed \_\_\_\_\_

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BOARD OF EDUCATION OF BALTIMORE COUNTY:

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