

MASTER AGREEMENT

between the

**Board of Education of
Baltimore County**

and the

**1199/SEIU
United Healthcare Workers East
(SEIU)**

July 1, 2007 – June 30, 2012

DEFINITIONS

The following terms used in the Agreement refer to the definitions as written unless otherwise stipulated:

1. Board – The Board of Education of Baltimore County.
2. Union – 1199/SEIU Baltimore County Elementary and Special School Nurse Chapter
3. Nurse All registered professional elementary and special school nurses represented exclusively by the Union.
4. Seniority – Seniority shall include uninterrupted service and approved leave time computed from the first day of employment in the bargaining unit.
5. Arbitrariness – “Means in an ‘arbitrary’ manner, as fixed or done capriciously or at pleasure; without adequate determining principle; not founded in the nature of things; nonrational; not done or acting according to reason or judgment; depending on the will alone; absolutely in power; capriciously; tyrannical; despotic.” (Black’s Legal Dictionary)
6. Immediate Family - Father, mother, brother, sister, husband, wife, son, daughter, grandmother and grandfather by blood (not marriage), grandson, granddaughter, mother-in-law, father-in-law, daughter-in-law, son-in-law, equivalent step-family members, legal dependent of the employee, a person residing as a member of the household where the employee is making her/his home, or any other person so interpreted by the Board.
7. Close Relative - Grandmother-in-law, grandfather-in-law, brother-in-law¹, sister-in-law¹, uncle by blood or marriage, aunt by blood or marriage, nephew or niece by blood or marriage, or first cousin.
8. Chapter – Means the local elementary and special school nurses employed by the Baltimore County Board of Education and represented in collective bargaining by 1199/SEIU United Healthcare Workers East.

¹ Brother-in-law and sister-in-law are classified as immediate family for purposes of bereavement leave.

PREAMBLE

This Agreement is entered into by and between the Board of Education of Baltimore County, hereinafter referred to as the “Board” or “Employer,” and the SEIU United Healthcare Workers East, hereinafter referred to as the “Union,” and has as its purpose the promotion of harmonious relations between the Board and the Union, the insurance of optimum and uninterrupted care for the elementary and special school students of Baltimore County, the establishment of an equitable and effective procedure for the resolution of differences, and the establishment of rates of pay, hours of work, and other conditions of employment for the employees covered hereunder.

ARTICLE I - RECOGNITION

In accordance with the provisions of Title 6, Subtitle 4 of the Education Article of the Annotated Code of Maryland, the Board of Education of Baltimore County hereby designates that 1199/SEIU United Healthcare Workers East shall be the exclusive representative of all licensed elementary and special school nurses except administrative and supervisory personnel and employees named by the Board of Education to act in a negotiating capacity as specified in Subsection 6-408 of the negotiations law.

ARTICLE II - 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 to 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

In exercising such powers, the Board, through its administrative staff, shall be free, subject to the provisions of this Agreement, to exercise all of its managerial rights and authority to the extent permitted by law.

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ARTICLE III - UNION’S RIGHTS, PRIVILEGES, AND RESPONSIBILITIES

3.1 Member’s Protection

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

3.2 New Nurses

The Board will provide to the Union the names and work locations of new nurses hired as soon as the nurses are notified of their appointments. On one of the days of the new hire orientation for nurses, the Union will be provided thirty (30) minutes during which the Union's purposes and activities may be explained. New hires will not be required to attend this Union presentation.

3.3 Communications from Central Office

The Union and the Chapter Chapter Chairperson will receive ample copies of all communications concerning salaries, wages, hours, and working conditions of nurses which are given general distribution to schools, nurses, and principals. The Union and the Chapter Chapter Chairperson will also receive ample copies of any policies or regulations that are to be included in the "Manual of Policies and Regulations."

3.4 Payroll Deductions

Employees may join the Union at any time by completing a membership application. The Board agrees to collect Union dues from employees who complete a membership application. The Union will provide the Office of Payroll with the names and social security numbers of employees who request dues deduction. Dues deduction will begin when the Union notifies the Office of Payroll in writing of new union members. The Union will determine the dues amount on an annual basis and inform the Office of Payroll of the rate(s) and the effective date. Dues deductions remain in effect until revoked by the employee. The employee may withdraw from union membership by notifying the Union in writing via certified mail between June 1 and June 15. The letter must be postmarked by June 15 to be considered valid and must be addressed to:

Vice Chapter Chairperson of 1199/SEIU RN Area
1199/SEIU
611 N. Eutaw Street
Baltimore, Maryland 21201

The Union will send a membership withdraw list to the Office of Payroll as soon as possible after June 15. The Office of Payroll will remit dues to the Union on a biweekly basis. The Office of Payroll will provide the Union with a list of dues payers and non-dues payers periodically.

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.

Direct Deposit - The Board will make direct deposit of paychecks available to each nurse.

Any alteration of the payroll deduction procedures shall be by mutual agreement of 1199/SEIU and the Board.

3.5 Inter-School Mail

The Union may use the inter-school mail delivery service to distribute official Union materials. The Board agrees to deliver such materials promptly to the Chapter Chairperson, but no later than one week after they are received whenever possible. The Board reserves the right to refuse to deliver any material or communication that it deems to be illegal or libelous.

3.6 Use of Facilities

The Union shall have the right to use school buildings and equipment without cost except for payment of materials and supplies. When such use requires extra custodial or cafeteria services, the Union shall be billed for such additional services.

3.7 Board of Education Meetings

The Board recognizes the importance of the viewpoints of elementary and special school nurses in arriving at educational decisions. In order to present a proposal to the Board, the Union shall, upon request to the Superintendent, be included on the agenda of the next Board meeting. An official representative of the Union may be recognized during Board meetings to offer comments germane to matters under consideration which would affect elementary and special school nurses.

3.8 Agency Fee

An agency fee will be implemented when the Union attains 80% membership. The agency fee will go into effect in the fiscal year following this attainment. In the event that a membership falls below 75%, representatives of the Board and the Union will meet to review the circumstances upon which membership was reduced. The Board, after such review may, at its discretion, terminate the collection of agency fees.

ARTICLE IV - NURSES' RIGHTS, PRIVILEGES, AND RESPONSIBILITIES

4.1 Non-Duty Hours

Out-of-school activities, excluding those related to professional growth of the nurse during her/his non-duty hours, shall not be the subject of action by the Board or its administrative officials, provided these activities do not clearly impair the nurse's effectiveness in her/his school nursing assignment.

4.2 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, disability, or marital status. No nurse shall be disciplined, reprimanded, reduced in compensation, or deprived of any professional advantage as defined in this Agreement without just cause.

4.3 Conditions of Employment

Neither the Board nor the Union can be held accountable for any promise, assurance, or guarantee by a recruiter unless such is provided in writing.

4.4 Confidential Information

No names, addresses, telephone numbers, salary, or other personal information about a nurse shall be released by the Board to any commercial enterprise without written permission of the nurse, unless required by law.

4.5 Citizenship Rights

Full rights of citizenship shall be guaranteed to each nurse.

The Board and the Union recognize the right of nurses to participate in political government affairs in a manner afforded any other citizen, including: the right to vote, the right to be an active member of a

political party, the right to campaign for candidates for election to public office, and the right to seek, campaign for, and serve in public office.

Political activities of any nurse seeking or holding office or campaigning for a candidate shall be conducted outside the job location and outside working hours.

The following activities are specifically prohibited upon property under the jurisdiction of the Board:

- (a) Posting of political circulars or petitions.
- (b) The use of the school's stenographic help, telephones, or equipment.

A nurse shall refrain from exploiting the privilege of her/his position. Neither shall a nurse involve pupils in political activities for herself/himself or for any party, candidate, or political issue which the nurse is promoting.

A nurse whose performance has been rated satisfactory shall be granted leave of absence without pay for the purpose of running for or serving in a public office, if such participation interferes with her/his assigned duties. The nurse shall make the request for leave of absence at least thirty (30) days prior to the effective date.

Nothing in this Agreement shall prevent:

- (a) The dissemination of information concerning school budgets or school bonds.
- (b) The use of "bumper stickers" or other expressions of individual preference upon nurses' automobiles.
- (c) The dissemination of information concerning elections and campaigns within the Union.

4.6 Attendance at Meetings

When it is necessary for any nurse to participate in an activity authorized by the Superintendent or his/her designee during the school day, such nurse shall be released without loss of pay for such time as is necessary for her/his attendance at such hearing or meeting.

4.7 Job Security

At the end of the two-year probationary period, if a nurse's work is satisfactory, though contractual tenure does not apply, the individual is considered a continuing employee. No continuing nurse will be terminated by nature of her/his position being abolished if a probationary nurse currently holds the same type position. If no such probationary nurse is currently holding the same type position, the continuing nurse with the least seniority in the Baltimore County Public Schools will be terminated, all other things being equal.

Nurses on layoff shall be recalled in order of their seniority as vacancies become available. While a layoff continues, no new hires shall be permitted except where: (a) there are no nurses on layoff qualified by license and degree to fill a vacant position; or (b) all qualified nurses on layoff decline the offer to fill the vacancy. Nurses shall: (a) receive 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 exercise of recall rights for a period of two (2) years. Except for proven medical disability, a nurse who declines a job offer for which she/he is qualified shall forfeit recall rights.

Nurses laid off under the provisions of this section shall have the option of continuing membership in the Board's group insurance programs for a period not to exceed two (2) years by paying the full premium cost. If, during the two (2) year period, the nurse is offered and declines re-employment, this privilege shall be terminated.

4.8 Part-Time Nurses

Any part-time nurse who has requested full-time shall be considered for a position for which she/he is qualified before a new nurse may be hired for that position.

4.9 Interoffice Mail

Mail directed to nurses through the interoffice system will be delivered to nurses in the unopened interoffice envelopes.

ARTICLE V - GRIEVANCE PROCEDURE

Introduction

The parties recognize their mutual responsibility for the prompt and orderly disposition of nurse problems. Their reliance on the following grievance procedure does not detract from the right of a nurse to discuss any matter with her/his immediate administrative supervisor or any other appropriate member of the administration to seek a resolution of her/his position. Where alternative appeal procedures may be available, the selection of one will be deemed to be a waiver of all others.

5.1 Definitions

1. Nurse: A nurse is defined as any elementary or special school nurse of the Board of Education of Baltimore County.
2. Grievance: A grievance is a complaint by a nurse concerning the interpretation, application, or alleged violation of an expressed provision or provisions of this Agreement.
3. The Grievant: The grievant is the person or persons, filing a grievance.
4. Representation: A nurse may be represented by 1199/SEIU at any step of the grievance procedure.
5. Policy and Rules Numbers - Refer to policy and rule designations in the Manual of Policies and Regulations, Board of Education of Baltimore County. Copies of the Manual are available for nurse's use in each school.

5.2 Procedure

A nurse who feels she/he has a grievance shall discuss it, either orally or in writing, with her/his immediate supervisor within twenty-one (21) calendar days of the event giving rise to the complaint or her/his first knowledge thereof.

The informal discussion of problems and the continuous interchange of views between nurses and their principals and/or the nursing supervisor is encouraged in order to resolve as many disputes as possible informally.

Level I - If a nurse is not satisfied with the disposition of her/his claim at the informal level, she/he may submit her/his grievance in writing on the appropriate form within ten (10) days following the reply at

the informal level to her/his Area Assistant Superintendent or other appropriate administrator. Such individual shall within ten (10) days of receipt of the grievance, or date of grievance hearing if held, inform the grievant as to the disposition of her/his claim.

Level II - If a nurse is not satisfied with the disposition of her/his claim at the Level I, she/he may appeal in writing to the Superintendent or his/her designated representative within ten (10) days. The Superintendent or her/his designated representative shall inform the grievant as to the disposition of her/his claim within ten (10) days of the receipt of the appeal at this level, or date of grievance hearing if held.

Level III - On request of the grievant, 1199/SEIU may appeal the Superintendent's disposition to arbitration. If it so determines, it shall notify the Superintendent of its intent to appeal to arbitration within ten (10) days of receipt of notification of the Superintendent's disposition of the claim.

Within ten (10) days after such notification of submission to arbitration, the Board and 1199/SEIU will attempt to agree upon a mutually acceptable arbitrator and obtain a commitment from said arbitrator to serve. 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 seven (7) arbitrators may be made to the American Arbitration Union by either party. The parties will then be bound by the rules and procedures of the American Arbitration Union.

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 Union and the Board. He/she 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 award of the arbitrator, in writing, shall be final and binding on the aggrieved employee or employees, the Union, and the Board.

The arbitrator's decision shall be made within thirty (30) days of the conclusion of the presentation of the case. The cost of the services of the arbitrator shall be shared equally by the parties.

Grievance forms and attendant papers shall not be placed in a nurse's personnel file.

ARTICLE VI - PROTECTION OF NURSES (PERSONAL INJURY BENEFITS AND PROPERTY LOSS)

6.1 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 principal/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.**

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 nurse 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 Union.

6.2 Property Loss

In the event that a nurse has any clothing or other personal property damaged or destroyed as the result of unwarranted battery suffered in the course of her/his employment, the Board shall reimburse the nurse the cost of repair or the replacement value of such property, less any benefit from Workers' Compensation or insurance. This benefit shall have a five-dollar (\$5) minimum clause.

6.3 Property Loss - General

The Board shall assume liability for the value of personal property destroyed, lost, or damaged on the school property as a result of an accident, vandalism, or theft under the following circumstances:

In the case of personal property, supplies, or materials brought to school to be used as an adjunct to professional activities, a written request to use the article(s) must have been approved by the principal prior to the loss. Each request shall include an accurate description along with appropriate serial numbers and/or model numbers and cost. Such request must be renewed annually.

No coverage shall exceed six hundred fifty dollars (\$650).

Such coverage shall not apply if the negligence of the nurse contributes to the loss.

ARTICLE VII - WORKING CONDITIONS GENERAL

7.1 Hazardous Conditions

When the Health Suite is judged by authorized qualified personnel to be a health or safety hazard, creating a condition unsuitable for caring for children, and if the authorized qualified personnel so recommends, the Health Suite shall be closed to nurses, students, and teachers until such hazard can be corrected.

7.2 Charitable Contributions

No individual school quotas for charity campaigns will be established. Nurses who do not plan to contribute do not need to return pledge cards. Any nurse who has a personal interest and wishes to describe the benefits of a particular charitable campaign may present her/his ideas at a meeting.

7.3 Substitutes

The responsibility for the orientation and employment of substitutes rests at the local school level. The principal, or his/her designee, shall be responsible for obtaining qualified substitutes. The school nurse shall not be required to be the designee. A list of approved substitutes will be provided through the Office of Health Services to assist the principal in obtaining such substitutes.

If a school nurse is to be absent, it is his/her responsibility to call SEMS. The school secretary, or the designated staff to confirm absences for the day, must notify the Office of Health Services to report an unfilled absence promptly.

7.4 Regular School Day

The regular school day for nurses shall be seven (7) hours in duration. This period shall extend from fifteen (15) minutes before the time for starting scheduled activities for students and shall not extend beyond fifteen (15) minutes after the time for dismissing regularly scheduled students.

The principal and school nurse may agree to redistribute up to ten (10) minutes of time before school and/or up to ten (10) minutes of the time after school during any week.

On days when inclement weather causes a delayed opening, the required workday of nurses will begin not more than thirty (30) minutes before the revised starting time. On days when inclement weather causes an early dismissal, the workday of nurses will end as soon as the nurse's responsibilities are completed.

In special programs where pupils have a daily schedule of less than six and one-half (6-1/2) hours in duration, nurses may be required to work seven (7) hours per day. Exceptions may be authorized by the principal in cases of emergencies.

A nurse may leave the school building during the duty-free lunch period or prior to the termination of the fifteen (15) minute period after school and after completing all assigned duties upon approval of the principal or his/her designee. A backup first aid and emergency plan shall be in place prior to the nurse leaving the building.

Upon returning to the school building from a duty-free lunch period, a nurse shall notify the secretary or other designated person.

In addition to daily nursing responsibilities, the following activities will be considered part of the normal assignment for nurses:

Attending professional faculty meetings approximately once per week.

Assisting at appropriate student activities.

Sponsoring and/or supervising appropriate student activities.

Attending PTA meetings in accordance with established policy.

Attending professional meetings with the supervisor of health services as scheduled approximately once a month.

Attending evening or Saturday professional meetings no more than twice a year.

Meeting with students, parents, or other staff members as professional responsibilities require with the time for such meeting being established by mutual agreement between the nurse and other person(s) involved.

Generally, during school assessment days, the school nurse shall primarily focus on activities related to the school health services program.

7.5 Duty-Free Lunch

A thirty (30) minute duty-free lunch period shall be provided for all nurses. Cases of emergency will take precedence at any time.

7.6 PTA Meetings

Nurses' attendance at PTA meetings provides a vital link in promoting the total educational program to the parents. It gives an opportunity for parents and nurses to explore jointly their responsibility to their children and to public education.

Nurses should be present when the nature of the program indicates a need for their participation. Should professional or personal responsibilities conflict, the problem should be resolved with the local principal.

Nurses are encouraged to participate in the activities of their PTAs.

7.7 Transporting Students

Nurses shall not be required to transport students.

7.8 Office Equipment

Each nurse shall be provided with a serviceable desk with keys, an adult chair, adequate filing cabinets, a lockable medicine storage unit and a refrigerator specific to the health office. In addition, the necessary supplies and materials in adequate amounts as needed in the program shall be furnished.

7.9 Duplicating Materials

School nurses shall have access to serviceable duplicating equipment and adequate supplies of proper duplicating materials.

7.10 Supplies

The Board recognizes the need to provide adequate supplies and materials for the implementation of the health services programs in each school. Every effort will be made to provide such materials in a timely manner. Requests for such supplies shall be reasonably considered.

7.11 Professional Libraries

The Board agrees to continue development of professional resources in schools and include therein materials that are requested by the school nurse in cooperation with the appropriate supervisors and coordinators to the extent that funds are available.

All texts, reference books, and materials contained within the central school library are available for nurses' use. Materials from the central reference library of the Board and the professional library of the Union are available to nurses.

7.12 Parking

Ample facilities at each school shall be available for nurse parking.

7.13 Preparation/Planning Time

A nurse may request of her/his appropriate administrator preparation/planning time for classroom presentations and/or special events. Time required may vary from school to school depending upon total school population, acuity level or special needs of the students, and the proposed project being presented. Requests for preparation/planning time shall be reasonably considered. Emergency cases will take precedence at any time.

7.14 Nurses shall not be required to perform bus duty, except in cases of emergency, pending the nurses' availability.

7.15 Field Trips

As field trips occur throughout the school year, the school nurse is responsible for collaborating with the principal to meet the health needs of students. If direct nursing services are needed on the field trip, the nurse, the administrator, and the Coordinator of Health Services or his/her designee, will jointly determine the need for a substitute nurse for the trip or for the school. If it is determined that a substitute nurse is needed, the principal or his/her designee shall be responsible for obtaining a qualified substitute.

7.16 Communication of Concerns

The input of the school nurse is a valuable source of information for the Office of Health Services. In the event a school nurse has concerns about the School Health Program or its delivery, and these concerns as determined by the Office of Health Services and the local school administrator are unrelated to the performance of the school nurse, the school nurse shall notify the Office of Health Services and the local school administration, and may notify the Union. The Coordinator of Health Services or his/her designee will investigate the concerns with the school nurse and the administration.

ARTICLE VIII - ABSENCES AND LEAVES

8.1 General Provisions

In granting a leave of absence to a continuing employee nurse, the Board obligates itself to offer that nurse, as soon as possible upon expiration of the leave, a position as comparable as possible to the nurse's previous position, without creating a new position or transferring another nurse.

Any nurse who is on an approved leave, and notifies the Department of Personnel by April 1 of her/his intention to return to active duty status as of the following September, will be considered prior to the employment of a new nurse. Such returning nurse will be guaranteed placement unless that nurse would have otherwise been laid off.

If a salary deduction is necessary for time lost on a duty day, the deduction will be made at the rate of one-tenth(1/10) of the nurse's biweekly salary.

8.2 Academic Activities

One (1) day is allowed for an employee to attend her/his own college commencement, her/his spouse's and her/his children's. The absence will be charged to urgent personal business leave.

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

8.3 Adoption Leave

A full-time nurse shall have six (6) weeks for adoption beginning with the day the child is received. The absence shall be charged to accumulated sick leave. In the event that both parents are Board employees, they may divide the use of paid adoption leave between themselves or either one may use the full six (6) weeks.

8.4 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 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. If additional 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 member and the Manager of the Office of Staff Relations.

One (1) workday is allowed to attend the funeral of a close relative. An additional day, if needed, shall be granted 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 the Notification of Absence Card 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.

8.5 Extended Leave of Absence

The Board may grant leaves of absence with or without loss of pay as described in the regulations for each category of leave, upon the request of the employee for purposes which the Board may deem appropriate including, but not limited to, the employee's health.

8.6 Absence for Maternity

The parties hereto intend to comply fully with the provisions of the Pregnancy Discrimination Amendments of the Civil Rights Acts 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, child birth, 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.

8.7 Child Rearing Leave

If a nurse 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 if a father wishes to remain home to rear a newborn child, she/he may apply for a child rearing leave of absence under the following conditions:

Request for child rearing leave of absence shall be normally 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.

A child rearing leave of absence for birth or adoption of a child may be granted for a period of up to two (2) years following the birth or adoption of the child.

Such leave becomes effective following the last day of employment. A nurse on child rearing leave may use accumulated sick leave for up to six (6) calendar weeks after giving birth to the child, provided that the nurse has worked until it was medically necessary to stop.

When a child rearing leave is scheduled to terminate after a semester begins (September 1 or February 1), the Board or nurse will have the option of extending the leave to the beginning of the following semester.

A nurse on child rearing leave will be reinstated as soon as an appropriate vacancy occurs after the request for reinstatement. The nurse should give as much advance notice as possible in order to maximize the Board's efforts in satisfying the nurse's request for placement.

Before a nurse returns to duty, the nurse may be required to present a doctor's certificate stating the ability to resume regular work.

The unused sick leave of a nurse who has been granted a child rearing leave of absence will be held in abeyance until such time as she/he returns to active service.

A staff member on child rearing leave of absence will be re-employed in an appropriate position as soon as a vacancy occurs after her/his request for reinstatement, provided that her/his Professional Nursing License is still valid.

A probationary nurse's assignment at the end of a child rearing leave of absence will depend upon her/his evaluations and previous effectiveness as a nurse.

8.8 Military Leave

All nurses 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.

Short-term nurses who lose 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-day (15) period, accrual of benefits will continue.

If a nurse is a member of the organized militia and is ordered to active duty under the authority of the Governor, she/he shall be entitled to leave of absence without loss of pay while actually serving under such active duty orders. "Without loss of pay" shall mean the nurse's regular pay for the period of service less any compensation for such military duty.

In order to implement this policy, the nurse must present the Board with a copy of her/his military orders. In the absence of supporting documents, lost time due to military training or emergency duty shall be uncompensated. If a ten-month (10) nurse has an option as to when she/he participates in short-term duty she/he shall do so at the time that has least conflict with her/his professional duties.

Extended active duty military leave shall upon request be granted to any nurse entering one of the military services of the United States. Upon completion of her/his military obligation, she/he shall, within a reasonable length of time, be reinstated to her/his previous position, one of similar scope and complexity, or to an advanced position for which the Director of Personnel believes she/he is qualified by virtue of her/his service, experience, and training.

Where the nurse is returned to her/his former job classification, she/he shall be entitled to all annual increments (allowable in her/his salary grade) for which she/he would have become eligible had her/his employment been continuous.

The above applies, providing:

(a) 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.

- (b) The veteran applies for reinstatement within one (1) year of separation or an approved extension thereof.
- (c) The service period has not been voluntarily extended beyond four (4) years total active duty since August 1, 1961.
- (d) The veteran is still qualified to perform the duties of her/his former position or one of similar scope and complexity.
- (e) 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 Board, or should all suitable positions be filled, the veteran shall be considered for future suitable openings.

Nurses who are ordered to extended active duty shall be compensated for lost time up to fifteen (15) working days.

- (a) Nurses returning to the system from military leave shall be granted up to a maximum of five (5) years of salary credit.
- (b) A nurse who has successful service in the Peace Corps or VISTA will receive the same type of salary credit as that for military service.
- (c) Salary credit for military service for nurses new to the system may be granted up to a maximum of two (2) years.
- (d) A reasonable effort shall be made to reinstate to a comparable position a former nurse who resigned to accompany a spouse who was on military duty, provided that the former nurse held continuing status in the system at the time of the resignation. Service of the spouse shall not have been voluntarily extended beyond four (4) years total active duty, and the nurse employee must have applied for reinstatement within one (1) year of the separation of the spouse from service.

8.9 Personal Leave

A nurse with seven (7) years or more continuous, active service with the Board may be granted a personal leave of absence without pay for one (1) year.

Personal leave shall not count towards seniority and shall not be included in computing eligibility for an increment.

8.10 Sick Leave

A full-time nurse during the first and second fiscal years accrues sick leave at the rate of one-half (1/2) of a day for each qualifying biweekly pay period for a maximum of twenty (20) pay periods for ten-month (10) employment and twenty-four (24) pay periods for twelve-month (12) employment. The first year for this purpose shall consist of at least three (3) month's employment.

A full-time nurse in her/his third year of nursing experience, and thereafter, accrues sick leave at the rate of three-quarters (3/4) of a day per qualifying pay period for a maximum of twenty (20) pay periods for ten-month (10) employment and twenty-four (24) pay periods for twelve-month (12) employment.

Nurses shall be eligible to accumulate earned sick leave days on an unlimited basis. The Board agrees that a nurse shall be notified during November of the number of sick leave days she/he has accumulated. This information may be obtained at other times by referral to school payroll sheets.

A nurse must be in a pay status for six (6) weekdays in a biweekly pay period to accrue sick leave benefits for the pay period.

A nurse on less than a twelve-month (12) schedule, who is employed for additional periods of duty on a temporary basis, is permitted to use sick leave during these periods. Such a nurse shall accrue sick leave for the additional term of employment in proportion to the time worked. Nurses employed during the summer months for a period of six (6) weeks shall be considered as twelve-month (12) nurse employees for the purpose of accumulating sick leave days.

A nurse on a leave of absence requiring Board action does not accrue sick leave time.

When a nurse is granted a leave of absence requiring Board action, her/his accumulated sick leave days are held in abeyance until she/he returns to duty. Upon return to duty, the nurse will be granted sick leave days according to the policies in effect, but she/he will not lose her/his earned length of service for accumulated purposes.

The Board shall reserve the right to give special salary consideration beyond accumulated sick leave to nurses who face serious financial hardship. In each instance the decision of the Board shall be based on the circumstances of the particular case.

A nurse who leaves the employ of the Board will be granted sick leave days accumulated during prior service if she/he returns to duty within one (1) year. Ten-month (10) nurse employees who resign as of June 30 of any one calendar year are eligible for such credit, provided they are re-employed in September of the following year.

A nurse who leaves the employ of the Board shall be granted leave eligibility accumulated during prior service if she/he returns to duty with the Board within three (3) years, if one of the following reasons for termination can be established:

- (a) Changing of domiciles because of spouse's job transfer.
- (b) Employment in another educational system or professional Union such that the entire period is spent working with students or teachers.
- (c) Being on approved leave from the Board. Maternity or the adoption of an infant is considered as a valid reason for extending the above period from three (3) years to six (6) years.

8.11 Family Illness

Nurses may use a portion of their personal sick leave for illness in the immediate family. At the start of their leave accounting year, nurses will be advanced a maximum of 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. Family Illness days are a part of a nurse's personal sick leave. Two (2) days of Family Illness leave shall be available to a father on the occasion of the birth of his child. The Manager of the Office of Staff Relations may approve additional days of Family Illness leave if the teacher has sufficient personal sick leave, and can provide medical documentation of the family member's illness, including the necessity for assisting the ill family member.

8.12 Study Leave - Academic

A nurse with two (2) or more years of satisfactory continuous service with the Board may be granted a year's academic leave of absence for the purpose of furthering professional growth by means of further study or by other means approved by the Superintendent.

Application for academic leave shall be made in writing prior to June 1, preceding the year for which such leave is requested.

This leave of absence is granted without pay. If the individual carries a minimum of twelve (12) hours each semester, the time spent on academic leave of absence will be included in computing eligibility for an increment.

Upon return from academic leave, this person will receive the full yearly increment, provided she/he has fulfilled the plans approved by the Superintendent.

The number of academic leaves granted during any one school year will be decided in the best interest of the school system.

8.13 Unusual or Imperative Leave

A continuing nurse may be granted a leave of up to one (1) year by the Board at loss of full pay for unusual or imperative reasons when no other leave program is applicable.

Application and approval must be secured before the absence begins.

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

The nurse must notify the Department of Personnel immediately if the plans for the leave do not materialize as planned.

8.14 Urgent Personal Business Leave

Each elementary and special school nurse shall be entitled to up to three (3) days per year for urgent personal business leave. A written statement of intent 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 a demonstrated need. Urgent personal business leave must be used only to conduct personal business of a nature that cannot be scheduled on a non-duty day. Urgent personal business leave may not be used on consecutive duty days except as otherwise indicated in this Agreement or with permission of the principal (or other appropriate administrator).

Personal business leave may be used by nurses when the opening of a college summer session precedes the last duty day for nurses. This leave shall not interfere unduly with the program of instruction and shall be subject to approval by the Area Assistant Superintendent. If a nurse has used her/his personal business leave, up to three (3) additional days may be taken with loss of pay, for this purpose.

Personal business leave may be used by a nurse for her/his wedding if the ceremony cannot be scheduled during normal holiday or vacation periods.

A personal business leave may not be used immediately preceding or following a holiday except upon special permission by the Area Assistant Superintendent. This definition includes the first duty day for nurses in August or September.

Personal business leave may not be used immediately prior to the end of the school year, except as provided in paragraph two (2) of this Section. Personal business leave shall not be used for group activities. Absence for personal business leave shall not be charged to sick leave; unused urgent personal business leave shall be accumulated as sick leave.

8.15 Special Religious Observance Leave

Nurses will be permitted a total of five (5) days for religious holidays, including the three (3) personal business days allowed. Unused personal business leave is cumulative, as provided above. In determining these holidays, the Superintendent will request verifications from appropriate religious authorities. The nurse 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. This day shall not be subtracted from the nurse's sick leave.

8.16 Court-Related Leave

Nurses may be absent without loss of pay to serve on a jury or to obey a summons issued by a legally-established court unless she/he is a defendant in court proceedings. Such absence is not charged to sick leave. A nurse receiving compensation for this duty shall receive his/her regular salary, less any compensation for such duty.

If a nurse defendant is found to be not guilty or in a civil case, disposition is in favor of the defendant by the court, the nurse shall be paid retroactively for time lost because of summons, provided verification of the verdict is provided within thirty (30) days of the absence. A nurse pleading nolo contendere shall not be paid.

A school nurse should notify her/his administrator, the Office of Staff Relations, and the Office of Health Services upon the receipt of a subpoena to appear in court. If a school nurse is required to appear in court as an approved representative of the BCPS during summer vacation, the nurse shall receive her/his daily rate of pay for their time participating in the proceedings.

8.17 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:

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

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

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

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

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

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

APPEALS. Appeals of decisions of the Office of Risk Management may be made in writing within ten (10) duty days to the Assistant Superintendent, Department of Human Resources and

Governmental Relations. Pending the outcome of the appeal to the Assistant Superintendent, the employee will be covered by the sick leave bank.

8.18 Workers' Compensation Leave

When a nurse is absent from school as a result of personal injury caused by an accident or an assault occurring in the course of her/his employment as used and defined in the Workers' Compensation Laws of Maryland, the nurse will be paid her/his salary as close to net as possible. No part of such absence will be charged to the nurse's sick leave. Workers' Compensation Leave shall cease when the period covered by the Workers' Compensation Law has expired. Any nurse who terminates her/his service with the Board must reimburse the Board for any advanced personal injury leave pay for which she/he is indebted to the Board.

The Board will continue to pay its share of the cost of health insurance for a nurse receiving Workers' Compensation benefits, including up to twelve (12) months following the expiration of personal injury and sick leave benefits.

8.19 Leave for Union Business

This policy incorporates two (2) basic principles: (a) that released time should be provided for Union officers and representatives for official or professional meetings; and (b) that the Union should provide the cost of substitutes for officers and representatives who attend meetings which are designed primarily to promote Union work.

The Chapter Chairperson or his/her designee shall submit, in writing, to the Manager, Office of Staff Relations, a list of nurses requesting permission to attend meetings requiring released time. Such permission should be requested at least ten (10) days prior to the date of the meeting. This list would then be subject to specific discussion and decision to determine whether the requests for absences are reasonable and practical. The Union shall monitor the nurses excused so that the same school will not be adversely affected.

Leave for Union Business is limited to 12 total days during the July 1 through June 30 academic year, and an individual nurse may be absent for Union Business no more than three (3) days. Notwithstanding the language of Article 7, Section 7.3, the nurse applying for Leave for Union Business shall be required to secure the substitute nurse.

ARTICLE IX - EVALUATIONS AND FILES

9.1 Observation Procedures

The Superintendent's designees have the responsibility of evaluating the effectiveness of nurses. They will observe the nurse at work. Clinical supervision will be provided in accordance with Maryland State Board of Nursing Regulations and the BCPS Office of Health Services' Procedures.

All observations of the nursing performance of any nurse shall be conducted openly and with the full knowledge of the nurse.

Any written observation report shall be for the purpose of advising the nurse of her/his strengths and weaknesses, including suggestions for improvement and, when appropriate, advising the nurse in the event previously made suggestions are not being implemented.

No nurse shall receive adverse comments from any observer in the presence of pupils, parents, other non-supervisory employees, or at public gatherings.

Following an observation that is less than satisfactory, the observer shall suggest ways of improving at a conference which shall be held within three (3) duty days after the observation. These suggestions will be put in writing and given to the nurse within seven (7) days.

The reports of observations shall accurately reflect the behavior observed. Any written observation report shall indicate whether the performance is satisfactory or unsatisfactory. These reports are to be signed by the observer.

No adverse evaluation of any nurse by any administrator can be completed and filed unless the nurse shall have been observed at work on at least two (2) reasonably spaced occasions.

9.2 Evaluation

Each nurse shall be given a copy of her/his evaluation report and shall have the opportunity to discuss that report with her/his supervisor and/or principal. She/he shall be required to sign the report no later than three (3) duty days after receiving it. Her/his signature does not necessarily indicate agreement with its contents. She/he shall have the right to make written responses which shall become part of her/his file.

Any unusual circumstances or conditions which may have had an effect on the nurse's performance during an observation shall be recorded on the evaluation report. Should an evaluation show a nurse's performance as needing improvement, comments relating to the areas in which improvements are needed shall be included on or with the evaluation form.

Whenever possible, an overall evaluation rating may not be reduced to unsatisfactory unless the nurse has received written suggestions for improvement in the areas of weakness, advance warning of a possible reduction, and an opportunity to show the necessary improvement.

In the event a nurse is not evaluated in a given year, it shall be assumed that the nurse's performance was no less than the last written evaluation.

Any adverse evaluation of a nurse's performance filed by the nurse's supervisor and/or principal may be subject to the grievance procedure, but only on the grounds of arbitrariness, discrimination, or failure to follow procedures.

A nurse shall be given the name and specific complaint of any person who complains about the nurse within a reasonable time if the complaint is to be given any consideration in the nurse's evaluation.

A nurse's final evaluation for any year will be completed and given to the nurse employee no later than four (4) duty days prior to the last duty day of the year.

9.3 Files

Upon request, each nurse shall have the right to review, at a time mutually convenient, the contents of her/his file in the Department of Personnel, excepting however, any confidential references submitted as a part of the pre-hiring selection process. At the nurse's request, a witness of her/his choice, may accompany the nurse in such a review. The review shall be made in the presence of the administrator responsible for the safekeeping of such files.

Facilities shall be available for the nurse to make Photostat copies of such contents and records as concern her/his work or herself/himself, except in circumstances beyond the control of the administrator.

A nurse shall have the right to answer in writing any complaints filed in her/his personal files, and her/his answers shall be attached to the complaint and reviewed by the Superintendent or her/his designated representative.

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

Any personnel file material other than in the central file shall be available for review by the nurse at a time mutually convenient to the nurse and the appropriate administrator. At the nurse's request, a witness of her/his choice may accompany the nurse in such a review. The review shall be made in the presence of the administrator responsible for the safekeeping of such files.

ARTICLE X - TRANSFERS AND ASSIGNMENTS

10.1 Voluntary

Nurses who wish to be considered for a transfer to another school shall submit their request on the Declaration of Intention form to the appropriate Area Assistant Superintendent not later than the established deadline. Any transfer requests submitted after the established deadline shall not require reconsideration or change of any other transfer action made by the Board prior to receipt of such request.

Nurses who have requested transfers or reassignment shall be notified by three (3) duty days prior to the last duty day of the school year of the administrator's action on said transfer or reassignment. This action will include: (1) the granting of the transfer or reassignment; (2) denial and the reason for the denial; or (3) the absence of the actions specified in either (1) or (2) will indicate that this request is being held in abeyance with the possibility it can be granted within a reasonable period of time. All requests for transfers that have not been granted shall be active until 3 weeks before the nurses' first duty day and may be considered after that date.

The voluntary reassignment and/or transfer of a nurse shall be determined by the receiving principal with the approval of the appropriate Area Assistant Superintendent or his/her designee.

10.2 Involuntary - Excess/Administrative

Involuntary transfers may be necessary due to excess staffing or as a result of the unique needs of the schools.

Excess: In effecting involuntary transfers of excess school nurses, whenever possible, voluntary transfer requests will not be acted upon prior to the identification of excess school nurses.

Involuntary transferred excess nurses may submit a list of schools in preferential order for which they wish to be considered for placement. Every effort will be made to honor the nurses' preferences.

Administrative: When a nurse is administratively transferred she/he shall be given the opportunity to make known her/his wishes regarding a new assignment by submitting a list of schools in preferential order for which she/he wishes to be considered. Authority for all such transfers rests with the Superintendent.

ARTICLE XI - PROFESSIONAL GROWTH AND COMPENSATION

11.1 Professional Growth

It is the goal of both parties to have all elementary and special school nurses attain a bachelor's degree either in nursing or in a field related to her/his job responsibilities. In keeping with this goal nurses who do not have a bachelor's degree by September 1996, shall be encouraged to earn six (6) hours of credit annually towards completion of the degree.

Nurses who do not complete six (6) hours of credit annually toward completion of the degree shall be frozen at the salary step and lane they occupy for that year. In the event a nurse completes six (6) hours after a lapse of one year, she/he will move to the next salary step at the time the six (6) hours of credit is achieved.

Except as otherwise provided in Section 15.2 of this Agreement, all elementary and special school nurses transferred from the Baltimore County Department of Health in 1992 must meet the educational requirement of a bachelor's degree by the year 2005. Nurses who do not achieve the bachelor's degree by the year 2005 shall be frozen at the salary step and lane they occupy in the year 2005 until she/he earns the bachelor's degree. Service completed while frozen on a given step shall not count towards future placement on the salary schedule in the appropriate salary lane.

11.2 Reimbursement

The Board will reimburse nurses for tuition and fee charges up to nine (9) college credits per year and up to two hundred fifty dollars (\$250.00) per credit hour.

Nurses can apply for reimbursement for continuing education related to their assignment. Reimbursement shall be pro-rated based on fifteen (15) hours of classroom content for each credit with verification.

A nurse must file a Request for Reimbursement Form, obtained from the office of the principal or other appropriate administrator, to secure reimbursement for courses.

11.3 Salary Errors

In the event of a salary error, neither the Board nor the Union may claim salary adjustment for any more than the fiscal year in which the error is detected. When a nurse has been overpaid, he/she must be paid at the correct rate of pay for two (2) pay periods before repayment deductions begin. However, at the nurse's request, repayment deductions may begin immediately.

11.4 Workshops

Nurses participating in any County program development workshop activities during the summer shall be compensated at the rate of \$248.44 per day.

11.5 Responsibility Factor

A nurse assigned by the Superintendent or his/her designee to work in the capacity of an administrator who is absent from he/his position shall be paid the responsibility factor for such position, if she/he performs the work of the absent administrator in excess of six (6) weeks.

A nurse who supervises a health assistant for the equivalent of two (2) or more full days of employment (.4 FTE) will receive an annual responsibility factor equal to R-factor "N" as listed in the Payroll Manual.

11.6 Part-Time Employees

All nurses hired prior to July 1, 1978, who are or who become part-time nurses shall receive the same benefits as full-time nurses except that their salary, sick leave, and preparation time shall be determined on a pro rata basis related to full-time nurses. However, any nurse hired prior to July 1, 1978, and who becomes less than half-time on or after July 1, 1982, other than as a result of a layoff procedure, will have her/his health insurance and dental insurance benefits maintained at fifty percent (50%) of the contribution by the Board for full-time nurses. All part-time nurses with a hire date of July 1, 1978, or thereafter will have their health insurance and dental insurance benefits prorated in accordance with that portion of a full position that they occupy. The Board shall not initiate any action by which part-time positions are created to eliminate or replace full-time positions.

Any part-time nurse who has requested full-time shall be considered for a position for which she/he is qualified before a new nurse may be hired for that position.

ARTICLE XII - INSURANCE

12.1 Basic Plan Life Insurance

The Board shall pay one hundred percent (100%) of the premiums for fifteen thousand dollars (\$15,000) Life Insurance for all full-time nurses.

12.2 Optional Plan Life Insurance

The optional life insurance coverage shall be provided in accordance with Appendix C.

12.3 Section 125 Plan

The Board shall provide for nurse contributions to life, health, dental insurance programs, and nurse premiums for cancer/intensive care 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.

12.4 Flexible Benefits Insurance Program

A flexible benefits insurance program shall be offered to nurses, along with flexible spending accounts established under Section 125 of the IRS Code.

Each spring nurses will elect benefits and type of coverage, according to their particular need.

Each benefit option will have a "price tag" or cost to the nurse if that particular benefit is selected. All nurse contributions will be on a pre-tax basis. This means that federal and state income taxes and FICA tax will not be withheld on nurse contributions nor will these contributions be included in a nurse's gross wages as reported on W-2 form. Nurse contributions will be included in annual salary for retirement and life insurance purposes.

A nurse may make contributions to a Dependent Care Spending Account provided the nurse 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 nurse to work. Any amounts remaining in the account at the end of the plan year will be forfeited.

A nurse may make 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.

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

A nurse who has other qualifying health coverage and chooses not to select a health care plan shall receive a two hundred dollar (\$200) contribution to either the Dependent Care Spending Account or the Health Care Spending Account at the beginning of each plan year.*

The Board's contribution for health/Dental Care shall be prorated for nurses working 0.5 FTE or more based upon regularly scheduled work hours. Nurses working 0.5 FTE or more shall be eligible for Vision Care at no cost. Nurses working less than 0.5 FTE are eligible for participation in the Board's group Health/Dental and Vision programs, but will be billed for each program's full premium expenses.

12.5 Health Care Options - Flexible Benefits Plan

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.

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 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.

Option 2 Employees may choose to enroll in a qualified prepaid health maintenance organization or a Blue Cross/Blue Shield HMO. The employee will pay ten percent (10%) of the cost of the annual HMO premium for each market through 2011-2012. 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.

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.

12.6 Adult Hearing Aids

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 90% paid by the retiree.

12.7 Health Insurance - Family of Deceased Employee

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 year, providing the employee was enrolled in such program and the spouse and/or family were eligible for benefits prior to the death.

12.8 Health Insurance--Retired Members

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

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

The Board shall continue to provide the payment set in Section 9.8 for one 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.

12.9 Dental Insurance

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

The Board shall contribute 65% of the premium for the lowest cost dental option. The employee will contribute 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.

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.

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.

12.10 Vision Insurance

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.

12.11 Insurance Plan Carriers

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

ARTICLE XIII - OTHER BENEFITS

13.1 Transportation Reimbursement

The necessary use of the nurse's personal car for transportation on school business shall be reimbursed at the rate established by the Internal Revenue Service.

Necessary transportation must be approved by the appropriate administrator. Reimbursement will be made twice during the year, subject to the approval of requests from the appropriate administrator submitted on the appropriate form. No reimbursement of less than fifteen dollars (\$15) will be paid to a nurse during any six (6) month period, except that the final reimbursement for a nurse during any fiscal year may be for less than fifteen (\$15) dollars. Reports must be submitted within fifteen (15) days of the close of a fiscal year to receive reimbursement.

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 15.

Necessary use shall consist of the following:

- (a) Attendance at professional meetings called by the Superintendent's staff, Supervisors, Coordinators, or other appropriate authorized personnel.
- (b) Other transportation necessary to the function of the school.
- (c) Nurses assigned to more than one (1) school will be reimbursed for the total mileage incurred less the normal round-trip commuting distance to the closest school or office to which the nurse is assigned for any day the nurse is required or expected to be at two (2) or more sites.

When computing mileage for meetings in other schools, the nurse's normal round-trip commuting distance shall be subtracted from the total mileage incurred through attendance at the meetings

13.2 Flu Shots

The Board shall arrange with competent medical authorities to administer a flu shot annually to any nurse who wishes to avail herself/himself of this service.

ARTICLE XIV - SCHOOL CALENDAR

14.1 Calendar

The school calendar shall contain not more than one hundred ninety-one (191) duty days for nurses.

14.2 Preschool Duty Days

During preschool duty days, nurses will be expected to attend all scheduled meetings and meet all professional responsibilities necessary for the opening of the new school year. With the exception of scheduled meetings, each nurse will determine her/his own work schedule for these days. Whenever possible, at least two (2) full days, or one (1) full uninterrupted day and two (2) half-days (1/2), shall be guaranteed for nurses to prepare the health suite, with no meetings or other assigned responsibilities.

ARTICLE XV - WAGE, BASIC SALARY AND STEP PLACEMENT

15.1 Wages: Degreed Nurses

Elementary and Special School Nurses with a bachelor's degree or higher shall maintain pay parity with Secondary School Nurses. All degreed nurses shall be paid in accordance with Appendix A attached hereto, and made a part hereof this Agreement. All salaries shown in Appendix A will be paid within one dollar (\$1.00) of amount stated. Any paycheck including salary for a period of time in excess of two (2) weeks will have appropriate adjustments made in withholding taxes to properly reflect the period of time covered.

15.2 Wages: Non-Degreed Nurses

All non-degreed nurses shall be paid in accordance with Appendix A-1 attached hereto, and made a part hereof this Agreement. All salaries shown in Appendix A will be paid within one dollar (\$1.00) of amount stated. Any paycheck including salary for a period of time in excess of two (2) weeks will have appropriate adjustments made in withholding taxes to properly reflect the period of time covered.

15.3 Step Placement of Nurses

Placement of all new nurses on the Salary Schedule, Appendix A, shall be in accordance with the educational level of the nurse and credit for outside experience as follows:

- 100% credit, up to a maximum of ten (10) years, for all full-time experience in nursing
- Credit for part-time experience shall be pro-rated up to a maximum of 10 years of experience in nursing.

15.4 Exclusions to the Bachelor's Degree Requirement

A nurse who does not have a bachelor's degree, but does have currently, or attains during the duration of this Agreement, twenty (20) years of nursing experience with the Baltimore County Public Health Department and/or the Baltimore County Board of Education, or who reaches the age of 55 during the duration of this Agreement, shall be placed on step ten (10) of the bachelor's degree salary schedule referred

to in this Agreement as Schedule A. These nurses shall be classified as Senior Nurses and shall not be required to earn credits toward the completion of their bachelor's degree. However, Senior Nurses are encouraged to continue their professional growth through continuing educational experiences.

15.5 Senior nurses will receive all salary adjustments received by degreed school nurses on the Bachelor's scale, step ten (10).

AD HOC STUDIES

15.6 An ad hoc committee shall be appointed for the purposes of studying the required coursework for school nurses.

15.7 An ad hoc committee shall be appointed for the purposes of reviewing probationary period for nurses.

ARTICLE XVI - EFFECT OF AGREEMENT

16.1 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 policies not in conflict with this Agreement.

16.2 Individual Contracts

Any contract between the Board and an individual elementary or special school nurse shall be expressly subject to the terms and conditions of this Agreement.

16.3 Contrary to Law

Should any article, provision, or application of this Agreement to any nurse or group of nurses be declared illegal 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, but the remaining article, provisions, and applications shall remain in full force and effect for the duration of the Agreement. The Board and the Union agree that they will enter into immediate negotiations specifically and exclusively with respect to any provision of the Agreement which has thus been declared illegal. The Union agrees that it will abide by the provisions of the negotiations law.

ARTICLE XVII - DURATION OF THE AGREEMENT

17.1 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 XII shall remain constant through FY 09. In subsequent years, Article XII 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.

APPENDIX A

BALTIMORE COUNTY PUBLIC SCHOOLS
Ten-Month Salary Scale for Nurses, 2007-08

Step	BA	MA	MA30	MA60	DOC	Step
01	42,000	43,264	45,344	46,540	47,580	01
02	42,328	43,913	46,024	47,238	48,293	02
03	43,068	44,571	46,715	47,947	49,018	03
04	43,822	45,351	47,532	48,785	49,876	04
05	44,589	46,145	48,364	49,639	50,749	05
06	45,258	47,299	49,573	50,881	52,018	06
07	45,937	48,277	51,060	52,407	53,578	07
08	46,626	49,899	52,780	54,184	55,186	08
09	47,325	51,688	54,782	56,186	56,978	09
10	48,036	53,508	56,784	58,162	58,973	10
11		55,536	58,786	60,216	61,038	11
12		57,200	60,762	62,192	63,174	12
13		59,072	62,738	64,168	65,385	13
14		60,944	64,792	66,194	67,673	14
15						15
16		63,128	67,106	68,511	70,042	16
17						17
18						18
19		65,520	69,550	70,908	72,493	19
20						20
21						21
22		68,016	72,020	73,424	75,030	22
23						23
24		70,408	74,672	76,050	77,657	24
25						25
26		73,060	77,428	78,884	80,762	26

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>	Total Premium	Your Annual Share	Your Bi-Weekly Deduction*
Care First BlueCross BlueShield Triple Choice/MPOS			
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
Kaiser Permanente HMO (Maryland Only)			
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
Keystone Health Plan HMO (Pennsylvania Residents Only)			
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
Dental Insurance			
	Total Premium	Your Annual Share	Your Bi-Weekly Deduction*
CareFirst BlueCross BlueShield Preferred Dental			
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
CareFirst BlueCross BlueShield Maryland Dental			
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
CIGNA Dental DHMO			
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
Vision Insurance - Vision Service Plan			
	Total Premium	Your Annual Share	Your Bi-Weekly Deduction*
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.