

UNIT III

CLASSIFIED STAFF

2007-2009

Proposed Agreement
Between
The Somerset County Board of Education
And
The Teachers Association of Somerset County (Unit III)

Entered into this 30th day of June 2007 between the Board of Education of Somerset County and the Teachers Association of Somerset County, Inc/MSTA/NEA This Agreement shall become effective July 1, 2007.

Article 1 - Recognition

1.1 Recognition - The Board of Education, hereinafter referred to as the Board, recognizes the Somerset Education Support Personnel Association, Inc/MSTA/NEA, hereinafter referred to as the Association, as the exclusive representative of all employees in the bargaining unit defined below, in accordance with Title 6, Subtitle 5, of the Education Article Annotated Code of Maryland for all matters related to wages, hours and other working conditions. The Board will notify the Association of all new positions and the proposed unit assignment. All disputes, which may arise as to whether new positions are to be included in Unit III, shall be settled in accordance with the aforementioned provisions of the *Maryland Code*.

1.2 Non-Certificated Bargaining Units - The bargaining unit shall include all Full-time non-certificated employees(Unit III) who work twenty(20) hours or more per week, excluding the non-certificated employees who are employed as managers or designated confidential employees pursuant to the Annotated Code of Maryland, Section 6-505.

1.3 Definitions

Employee(s) - Unless otherwise indicated, the term "employee(s) " and "unit member" when used hereinafter shall refer to all Full-time employees represented by the Association in the bargaining unit, and reference to male(s) shall include female(s). Employee(s) as defined here, excludes part-time employees, temporary employees, substitutes and other hourly employees as determined by the Board.

The Board of Education or the Board – Shall refer to the Somerset County Board of Education and its designated representatives.

Temporary employees - Temporary employees are employed for a brief period of time (not to exceed 12 months) for a specific assignment and are not unit members. Temporary employees are not covered by this agreement.

Seniority and probation- Seniority shall be calculated on uninterrupted, permanent full time employment and leave time officially approved by the Board. All time shall be computed from the first working day with the Board. The period of probation for all new hires shall be six (6) months.

Day(s) – Unless otherwise stated, the term day(s) shall refer to work days.

1.4 MAINTENANCE OF STANDARDS – Only applies to existing Board Policies up to June 30, 2004. Any Board policies controlling wages, hours, and working conditions, which are not covered by this Agreement, will continue until notification of change by the Board. This 1.4 Maintenance of Standards will end June 30, 2005 and nothing in this provision is subject to the grievance procedure.

ARTICLE 2 ASSOCIATION RIGHTS

2.1 NO REPRISALS - There will be no reprisals of any kind taken against any employee, by reason of his/her membership in the Association or participation in any of its activities.

2.2 BULLETIN BOARDS - The Board will provide space on one (1) bulletin board reserved for the Association in each school/work place at a location mutually agreed upon for the purpose of displaying official notices, circulars and other such materials.

2.3 ASSOCIATION-COMMUNICATIONS - The Association will have the right to have distributed official notices, circulars and other materials to unit(s) members. The Association shall be permitted to utilize the school delivery system (pony) for the distribution of official Association notices, provided such distribution does not interfere with the distribution of the materials of the school system. . In addition, association representatives shall be able to use the Board's electronic communications systems for association business when and where available.

2.4 ASSOCIATION MEETINGS - The Association shall have the right to use school facilities for meetings, without cost* at reasonable times and upon meeting all appropriate application and utilization procedures established by the Board. * If use of building incurs a cost to the school system then that cost will be charged to the association

2.5 ACCESS TO SCHOOLS - In order for the Association to properly administer its Agreement, Association officers or employees may meet with members during their lunch time or scheduled break or their own time before or after their scheduled work hours. Such officers or employees will report to the principal or his/her designee prior to meeting with member.

2.6 ASSOCIATION LEAVE - With prior approval of the immediate supervisor, Association officers and/or representatives shall be permitted to draw upon a total pool of five (5) workdays (in at least ½ day increments) for use in Association business.

2.7 INFORMATION TO THE ASSOCIATION - The Board shall provide the Association, upon request, information necessary to represent employees in negotiations and grievances.

2.8 BOARD MEETINGS - The Association will be mailed a copy of Board meeting agendas prior to meetings. A copy of approved Board minutes will be mailed to the Association promptly following such meetings.

2.9 EMPLOYEE LISTS - As soon as possible, but no later than October 1 of any school year, the Board shall provide the Association with a list of all employees, which shall include their names, and building assignments. During the school year the Board shall provide the Association with a list of all changes, to the Association on January 15 and April 15 of each calendar year.

2.10 DUES DEDUCTION - The Board will deduct from the pay of each Association member, all regular Association dues, provided that the Board has received written authorization from the employee by October 15. An employee's written authorization shall be irrevocable through the end of the school year and shall renew itself thereafter, from year to year, subject each year to revocation between September 1 and September 15 which must be provided in writing to both the Board and the Association. The deduction shall be made in equal installments, beginning with the salary check issued on or about November 15 of each year and ending with the last check issued at the end of the school year. For any

authorization form submitted after the deadline, the Board will deduct the remaining dues according to the schedule above. In case of resignation within a school year, the balance due that year will be deducted from the final salary check issued to the employee after all other obligations are met. With each dues transmittal, the Board will provide the Association with a list of those employees who have authorized dues deductions. The Board agrees to transmit monthly to the Association all dues deducted pursuant to this section.

2.11 MSTA/NEA CONVENTIONS - The Board will provide release time, without loss of pay or benefits up to two (2) working days per designated employee per school year to attend the Annual Convention of the Maryland State Teachers Association. Except in case of emergency, no later than ten (10) working days prior to the dates for which release time is being requested, the president of the local Association shall certify, in writing to the Superintendent of Schools, the names of official delegates (with a maximum of one (1) delegate per fifty (50) actively employed members) and up to three (3) additional members whose attendance is required at the convention. Similarly, for twelve-month employees, the Board will provide release time, without loss of pay or benefits, up to four (4) working days per designated employee per school year to attend the Annual Convention of the National Education Association. Except in case of emergency, no later than ten (10) working days prior to the dates for which release time is being requested, the president of the local Association shall certify, in writing to the Superintendent of Schools, the names of official delegates (with a maximum of one (1) delegate per one hundred and fifty (150) actively employed members) The Association will reimburse the Board for the salary of any employee who is released from work to attend these conventions.

2.12 EXCLUSIVITY – The rights and/or privileges granted to the Association in this agreement will not be granted to any other employee organization, except that payroll dues deduction for employees who were members of AFSCME Council 67 Local 2740 for the 2002-2003 school year may continue.

ARTICLE 3 EMPLOYEE RIGHTS

3.1 DUE PROCESS – No employee will be subjected to discipline and/or discharge without being informed of the reason(s) therefore and afforded an opportunity to give an oral response thereto. Any employee who has been subjected to discharge or discipline by the Superintendent or designee shall have the right to file an appeal to the Board under Section 4-205(c) of the Annotated Code of Maryland if filed within thirty (30) days after the discharge or discipline decision is rendered. For disciplinary decisions rendered by a supervisor other than the Superintendent or designee, the employee shall have the right to file an appeal to the Superintendent within thirty (30) days after the disciplinary action is taken. The substance of a discipline and/or discharge decision shall not be subject to the grievance procedure outlined in this Agreement.

3.2 DISCIPLINARY ACTION – When an employee is suspected of violating Board policy, his/her supervisors may use any legal means during the investigation. If the employee is found to have violated Board policy, a progression of disciplinary procedures will be used by supervisors including verbal warnings for minor offenses, written warnings, suspension, and finally dismissal for more serious or repeated violations of work rules and other Board policies. Where possible, progressive discipline is to be utilized; however, where the offense is deemed to be of serious nature, the preceding steps may be waived and the employee may be discharged.

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

3.4 FREEDOM OF ASSOCIATION -The participation or non- participation in religious, political or 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.

3.5 PERSONNEL FILES – No unfavorable material related to an employee's conduct, service, character, or personality will be placed in a personnel file without the employee's knowledge. The employee shall acknowledge his awareness of material by affixing his signature to the material to be filed with the understanding that such signature does not necessarily indicate agreement with the contents thereof. If an employee refuses to sign an entry for his folder, such refusal will be noted on the material by an administrator and a witness. If an employee is unavailable to sign an entry, a copy will be sent to him by certified mail.

The employee shall have the right to comment on any material placed in his/her personnel file – his/her comments shall be attached to the file copy. Employees may also request that other material be placed in their file at the option of the Coordinator of Human Resources. After a period of three years, the employee may submit a written request detailing reasons that the Superintendent should consider removing any adverse materials from the employee's file.

Examination of Files

An employee shall be permitted to examine his personnel file under the supervision of and by prior appointment with the Coordinator of Human Resources or designee. Confidential references pertaining to original employment, promotion, or employment references will be excluded from such review.

3.6 SUSPENSION - If an employee is suspected of committing an offense that requires the immediate removal from the work site, the employee will be placed on administrative leave with pay pending an investigation. Following the investigation, any suspension of an employee by the Superintendent shall be with or without pay at the discretion of the Superintendent. If the employee's suspension is not upheld by the Board the employee will receive back pay for days suspended.

3.7 RIGHT TO REPRESENTATION – All unit members shall have the right to representation during any meeting when a matter is being investigated that is likely to result in disciplinary action that may result in reduction of pay, suspension, or dismissal. If requested, the employee shall be given a reasonable opportunity to have a representative of the Association present at that meeting. In the event that after notice of no less than two (2) working days the employee is unable to arrange the presence of an Association representative, the meeting shall nonetheless proceed as scheduled by the principal, department head, or the Superintendent. The notice provisions herein do not apply to situations where it is determined necessary, by the immediate supervisor, to immediately remove the employee from the school environment pending further investigation and this provision is not subject to appeal or grievance procedure

3.8 MUTUAL RESPECT -The Board of Education and the Association recognize the importance of a welcoming professional environment, and share responsibility for fostering a climate of mutual respect and collaborative decision-making. Employees and their supervisors will communicate with one another in a respectful and professional manner. Employees and their supervisors will not communicate negative

criticism toward each other in the presence of others unless there is a serious problem, which requires immediate, corrective action, or someone's safety is in jeopardy.

3.9 ALLEGATIONS - Employees will be notified of any formal allegations made against their conduct, character, performance, or personality if these allegations are to be recorded as a part of the employee's evaluation and/or included in his/her personnel file.

3.10 – STUDENT DISCIPLINE - The Board affirms the policy that physical or serious verbal abuse of employees by students cannot be tolerated.

ARTICLE 4 WORKING HOURS AND CONDITIONS

4.1 WORK WEEK: Time that they are actually paid and are required to be at work.

35 Hours a Week Employees: Instructional Assistants, Nurses, Clerical

40 Hours a Week Employees: Maintenance Crew and Custodians

The following employees will be assigned to work at least 20 hours per week: Food Service Managers, Food Service Workers, Driver Trainer, Special Education Bus Aide. These employees work hours are determined by the need of the school system and may be adjusted as needed.

Employees assigned additional hours will be paid at the regular hourly rate UP TO 40 HOURS

4.2 WORK YEAR Contract Days by Position

Bus Assistants	180	Clerical (10 month)	220
Food Service Managers	180	Custodian (10)month)	220
Food Service Workers	180	Clerical (11month)	240
Instructional Assistants	189	All other 12-month positions	260
Nurses	189		

Actual work days

Based on school calendar – bus assistants, food service employees, instructional assistants, nurses,

Based on fiscal calendar – all others

Employees assigned additional days will be paid at the regular per diem rate/hourly rate. Nothing in this section shall prevent the Board, for each fiscal year, from assigning workdays based on the needs of the system.

-Normal Work Schedule

An employee's regular work schedule shall be planned by the immediate supervisor or department head. For payroll purposes, the "work week" shall include the period from 12:01 a.m. Monday to 12 midnight the following Sunday. An employee must work at least two hours to receive partial work credit for that day.

4.3 HAZARDOUS WORK CONDITIONS - The Board and employees agree to work toward maintaining a safe work environment. Should an employee feel that a safety problem exists he/she shall report it immediately to his/her immediate supervisor. Employees will not be required to search for bombs or other explosives.

4.4 BREAKS AND LUNCH - All employees shall be provided a continuous, uninterrupted, a minimum of half-hour, unpaid duty-free lunch. Lunch breaks shall be included in the regular scheduled day. Lunch schedules may be adjusted when emergencies arise. A place, where possible, away from the workstation will be provided for a duty-free lunch. All employees working four (4) or more consecutive hours daily

shall be provided one (1) fifteen (15)-minute break during the day for each four (4) hours worked. This break will be a part of the regular workday. The scheduling of this break will be at the discretion of the principal or immediate supervisor during the duty day.

4.5 HOLIDAYS – Employees must work at least 220 to get paid holidays.

A. All employees shall be entitled normally to the following paid holidays: In case of emergency and one of these days cannot be used as a paid holiday than the employee will be given another day.

Labor Day
General Election Day
Thanksgiving Holidays (2 days)
Christmas Holidays (3 days)
New Year's Holidays (2 days)
Martin Luther King's Birthday
Presidents Day
Good Friday and Easter Monday
Memorial Day

B. All twelve (12) month employees shall also be entitled to July 4 as a paid holiday.

C. Any employee required to report to work on a holidays shall be compensated at a rate of one and one half times number of hours worked. Compensation may be either salary or compensatory time.

4.6 MILEAGE

A. Employees who are required to use their automobiles for job-related business shall be reimbursed at the IRS approved rate per mile.

B. Employees assigned to more than one (1) school or worksite shall be reimbursed for mileage between schools.

4.7 EMERGENCY CLOSINGS

- 1. Schools closed and Central Office Open** - On days when schools are closed for students due to inclement weather, or other unscheduled circumstances, clerical, custodians, and maintenance employees working 220 days or more (see above Work Schedules -Contract Days by Position) are to report to work if the Central Office is open. NOTE: School closings and delayed openings DO NOT affect the starting times of employees working 220 days or more. All employees are expected to report to their duty stations as close to the regular reporting time as possible, weather and road conditions permitting. It is the responsibility of the employee to notify his/her immediate supervisor of the estimated time of arrival to work or which leave the employee will take in the event he/she is unable to report to work. Other school-based classified employees (bus assistants, instructional assistants, food service workers, nurses) will not normally be required to report for work on days when schools are closed for students due to inclement weather, or other unscheduled circumstances. Under special circumstances these employees may be required to report on such days at the direction of the Superintendent of Schools. If these employees are required to report to work, they will not be asked to work beyond their scheduled number of contract days.
- 2. Schools Closed and Central Office Closed** - Twelve-month unit employees will not be required to report to work if the Central Office and school offices are closed in accordance with established procedures, with the exception of maintenance, custodians, clerical, nurses and food service identified each year by the Superintendent or designee. If called in to work, these designated employees will be paid at a rate of time and one half (1½) in addition to their regular pay and will not be required to work longer than eight (8) hours in a twenty-four hour period. These designated employees may request to be exempted from call in if the assignment will cause a personal hardship.

3. **Delayed Openings** - As in school closings, clerical, custodians and maintenance employees working 220 days or more will be expected to report to work at their regular report time, unless the Central Office is operating on a delayed schedule. All other school-based classified employees (bus assistants, instructional assistants, nurses.) will report to work at a time that equals the amount of the delay combined with their usual report time. All Food Services Employees will report for work at the normal time unless otherwise directed by the Head Food Service Manager.
4. **Early Dismissal** - On days that schools are dismissed early, school-based classified employees will normally be expected to work their regular work schedule. Employees may be dismissed by the building principal or his designee but, in no case, earlier than thirty (30) minutes following pupil dismissal or until all students have properly departed the building.

4.8 JOB DESCRIPTIONS – Employees shall, at the time of hire, be given a description of the specific duties they will be expected to perform.

4.9 TRANSPORTING STUDENTS - Educational support employees will not be required to transport students in their own vehicles.

4.10 - UNIFORMS FOR STAFF - The Board will provide uniforms, at no cost, to employees who are required to wear uniforms during their workday.

4.11 - SAFETY EQUIPMENT ALLOWANCE - The Board will furnish, for use by employees, the necessary safety apparel and/or protective personnel equipment (PPE) for employees who are required to wear them by the Board. Such apparel if issued, will become the responsibility of the employee to maintain but shall remain the property of the Board.

ARTICLE 5 TRANSFERS, PROMOTIONS AND ASSIGNMENTSTS

5.1 INVOLUNTARY TRANSFERS -An employee will be involuntarily transferred only when it serves the best interest of the school system as determined by the superintendent of schools.

5.2 VOLUNTARY TRANSFERS AND PROMOTIONS

- A. **Posting** -All new positions and vacancies in existing positions shall be posted.
- B. Employees who desire a voluntary transfer must file a written request form with the Department of Human Resources prior to March 1 of the school year. Such request shall include the type of position to which the employee desires to be assigned and the school or building assignment requested, in order of preference. Employees will be considered should such a position become available. Requests for a voluntary transfer must be renewed each school year

5.3 ASSIGNMENT LETTERS - A tentative assignment letter shall be issued to each employee on or about July 1 of each year. The assignment letter shall include the employee's tentative location. And the number of hours worked. The employee's annual salary will be posted on his/her first paycheck of each fiscal year.

ARTICLE 6 REDUCTIONS IN FORCE

6.1 NOTICE - An employee shall be notified not less than 30 workdays in advance of the effective date of any separation from service due to a reduction in force. Should the Board of Education find it necessary to reduce the number of employees in a given job classification, probationary employees will be separated in reverse order of employment. Should it be necessary to further reduce the work force, permanent employees will then be separated based on performance evaluation and length of active service. When the factors are equal, the length of continuous service in the Somerset County Public Schools will be the determining factor. An employee shall be laid off in inverse order of the total years of satisfactory continuous service computed from the latest date of employment, excluding leaves of absence.

6.2 RECALL – Employees, with a final satisfactory evaluation, who are laid off shall be placed on a priority recall list for a period of one (1) year and shall be recalled in the inverse order of their separation when appropriate positions become available. An employee on the priority recall list shall be notified of any vacancy which occurs in his/her job classification by registered letter sent to the last address on record. Within seven (7) days, the employee shall indicate acceptance or rejection of the position in writing. If the employee fails to respond, the employee shall forfeit seniority rights to the position and will be removed from the priority recall list. It shall be the responsibility of each laid off employee to keep the Supervisor of Human Resources informed, in writing, of any change in address.

6.3 ACCRUED LEAVE - Employees who are laid off shall be paid at the normal hourly rate for all accrued annual leave and all comp time not used at the time of layoff.

ARTICLE 7 LEAVES

7.1 SICK LEAVE -

- A. Rate - During the regular work year employees shall earn one (1) day per month of paid sick leave, the annual total of which shall be available at the beginning of the first duty day of the work or school year. Employees who vacate their position and who have used more sick leave than earned shall be required to reimburse the Board and/or have their pay adjusted for the appropriate amount of days.
- B. Accumulation -Unused sick leave shall accumulate from year to year without limit.
- C. Illness in Family -sick leave may be used for illness in the immediate family, including spouse, children or parent or other person living regularly in the employee's household.
- D. Unpaid Leave -If all paid sick leave has been exhausted, leave may be granted without pay to an employee with the approval of the Superintendent for personal illness or illness in the immediate family.
- E. Notification of Absence – When employees are to be absent from school they shall notify the principal or designee, if possible, at least one hour prior to the time they are required to report for duty. Employees will not be responsible for finding his/her own substitute
- F. Employees may use accumulated sick leave to care for an ill spouse, family member or child when the employee is the primary caregiver. A physician must confirm in writing that the employee is the primary care giver.

7.2 BUSINESS LEAVE - Employees shall be entitled to four (4) days of business leave per year without loss of pay to fulfill pressing business or legal obligations or emergency family matters which cannot, through the exercise of reasonable diligence, be scheduled outside school hours.

- A. Accumulation -Unused business leave shall be converted to sick days at the end of year.
- B. Notice – Except in case of emergency, the employee will submit in writing to the Superintendent or designee at least seventy-two (72) hours before the leave is to be taken.

7.3 ILLNESS IN FAMILY- Each member is entitled to three (3) days of leave per year for illness of a blood relative or member of the family living in the immediate household. Employees who do not use their illness in family leave will have it converted to sick leave at the end of each school year.

7.4 BEREAVEMENT LEAVE – Each employee is entitled to seven (7) calendar days of leave immediately following the death of child, parent, brother, sister, wife, husband, grandparent, grandchild, in-laws or a member of the immediate household. Each employee is entitled to five (5) calendar days of leave immediately following the death of an uncle, aunt, niece, nephew. This leave shall commence beginning the first full day after the death of a direct blood relative, parental in-law, or a member of the immediate household. If an employee is notified of death as identified above during a working day, this day shall not count as part of this provision. Two additional days may be requested from the Superintendent for a death outside the immediate area or in the case of unusual circumstances.

7.5 ANNUAL LEAVE (12-MONTH PERSONNEL) –

(1) Annual leave shall be accrued on a monthly basis.

DAYS VACATION	YEARS OF EMPLOYMENT
10 Days	1 - 5 years of twelve month employment
15 Days	6 - 10 years of twelve month employment
20 Days	11- 20 years of twelve-month employment
25 Days	21 or more years of twelve month employment

(2) All twelve month employees will accrue vacation leave on a monthly basis. All twelve month employees may automatically carry over 25 unused earned vacation days into the next fiscal year. A

twelve month employee may accumulate a maximum of 50 days of unused vacation time. Vacation days in excess of the 50 days will automatically be converted to the employees' sick leave days. Upon retirement, a twelve month employee will be paid for up to 25 days of annual leave at the daily rate at which he/she is paid at the time of retirement.

(3) Attendance at summer institutes, conferences or other functions to which the employee is assigned shall not be charged against earned vacation time.

(4) Ten month employees promoted to twelve month positions will be given credit for five-sixths of each year of ten month professional experience for the purpose of determining vacation time. A full years experience will be given for previous years that the person has served in a twelve month position.

(5) Upon request, the Superintendent can authorize additional experience credit for previous professional educational experience outside of the Somerset County Public School System. In no case can credited experience for prior employment outside of the county exceed that which would be available to a Somerset County employee with comparable experience. .

7.6 JUROR OR WITNESS SERVICE -An employee shall be granted leave with no loss of pay for attendance in any legal proceedings connected with his/her employment with the school system and for a court subpoena when the employee is called as a witness, provided such appearances are not related to any suit or litigation brought by the employee against Board or its employees or criminal charges brought against the employee.

Any employee called for jury duty shall notify his/her supervisor of his/her plan for such services as early as possible and shall receive full pay and fringe benefits. The employee may be required to submit a certificate of attendance.

7.7 PROFESSIONAL LEAVE WITHOUT PAY - Employees shall be eligible for leave without pay for profession improvement training. Leave must be approved by their supervisor.

7.8 NEW EMPLOYEE TRAINING -New employees will attend the training program appropriate to their position as designated by their department.

7.9 LEAVES OF ABSENCE –

A. The Board shall grant leave of absence to employees from an assignment without pay and without experience credit for the following reasons:

- (1) Personal illness
- (2) Severe illness of a member of the employee's household
- (3) Maternity
- (4) Adoption of a child
- (5) Care of an infant
- (6) Military service
- (7) Additional reasons as approved by the superintendent.

B. The leave of absence from the employee's assignment shall be for an entire school year or for the remainder of the school year in which it becomes effective. The Board shall consider a request for an extension of leave from the employee's regular assignment for the second school year by any employee who requests it in writing by June 1.

C. An employee on leave may request reinstatement during the school year by giving written notification to the Director of Human Resources sixty days prior to the date on which the member wishes to return to service.

D. Employees taking an unpaid leave of absence shall be afforded the opportunity to continue health insurance benefits by paying the full cost thereof to the Board quarterly in advance.

E. Employees returning from leaves of one (1) year or less shall be assigned to a position.

7.10 WORKERS' COMPENSATION LEAVE - The Somerset County Board of Education provides Worker's Compensation protection for all employees as required by law. Through this coverage, employees may be compensated for injuries sustained or death incurred in connection with assigned duties.

An employee absent from duty because of illness or accident which was incurred as a result of his/her assigned duties and which qualified for Worker's Compensation should be granted leave of absence, not to exceed 60 working days, if the injury requires absence from work. This leave shall not be deducted from sick leave or annual leave.

Disabilities, which extend beyond the 60-day period, will be chargeable to the employees' accumulated sick leave. Salary will be paid beyond the 60 days until the employee's accumulated sick leave is exhausted.

Employees granted a leave of absence for job related injuries shall furnish a written statement from the attending physician indicating the probable length of disability and the expected date of return to duty. In the event of a dispute as to the length of the leave, the Board may require a physical examination by a physician of its choice.

During the leave, for job related injury, the employee shall receive full pay. Workers Compensation is paid directly to the school system. The system will pay employees in full. In any case, where the injury requires an extended leave of absence, the Board may request that the employee be considered for retirement because of accidental disability.

This policy does not include part-time employees. Part-time employees' salaries are stopped after three days absence because of a job related injury. A part-time employee's claim will be processed through the Worker's Compensation procedures only.

All Workers Compensation checks should be sent to the Somerset County Board of Education prior to disbursement to the claimant.

Employees who are paid for job related injuries which are contested and are later found not to be job related, will have their injury charged against their accrued sick leave. If the employee does not have sufficient sick leave, the salary received while the injury was being contested will be adjusted accordingly through deductions of the employees' salary until the full amount has been repaid

7.11 MILITARY LEAVE -All employees who are members of the military or naval establishments of the United States or of the State of Maryland shall be granted leave on those days during which they shall be engaged in any military or naval duty to which they shall be ordered by proper authority. Employees on military leave shall be considered active employees and will continue to receive fringe benefits while on leave. Employees will be responsible for the employee's share of any benefit.

ARTICLE 8 EVALUATION

8.1 PURPOSE -The parties agree that the purpose of the evaluation process is to improve employee performance by utilizing fair assessment procedures coupled with specific recommendations for improvement.

8.2 FORM -The evaluation form shall be made available to all employees-

8.3 EVALUATION

- A. The Superintendent and/or designee will meet annually with all classified employees to discuss and explain the performance evaluation process and tool.
- B. Evaluations will be based on the employee's work performance.
- C. Any observed unfavorable work performance will be discussed with employee prior to his/her evaluation. The unfavorable performance will be discussed with employee within two (2) weeks to allow the employee an opportunity to improve his/her performance.

8.4 EVALUATION PROCEDURES

- 1. Each employee will have a conference with his/her supervisor at the beginning of the work year to set the employee's goals and expectations.
 - 2. Each employee will have a mid-year conference with his/her supervisor.
 - 3. Each employee shall have an end of the year evaluation conference.
- If any of the three conferences listed above do not occur, the employee shall be considered at least satisfactory for the year and will be eligible to receive increases in pay.

ARTICLE 9 FRINGE BENEFITS

9.1 LIFE INSURANCE – The Board shall pay for each employee the full premium of term life insurance in the amount equal to the employee's salary, with a benefit double for accidental death and dismemberment, for a maximum benefit of two times salary. Unit members will be given the opportunity to purchase additional life insurance through the Boards group plan at the Board's group rate **if available**.

9.2 HEALTH INSURANCE –

A. Employee Health Insurance –

- a. The Board of Education shall pay 90% of the individual premium cost and 85% of Parent and Child, Husband and Wife and Family premium costs for insurance benefits EPO (1) listed below.
- b. The Board of Education shall pay 90% of the individual premium cost and 75% of Parent and Child, Husband and Wife and Family premium costs for insurance benefits PPN (2) listed below.
- c. Employees who elect dependents' coverage shall have the payment for same deducted in twenty (20) equal installments.
- d. If an employee's spouse is also employed by the Board, the maximum insurance allowance may be combined to pay insurance premiums, provided that the benefit shall not exceed 100% of the cost of the insurance listed below.
- e. Beginning in the 2003-2004 school year, Somerset County Pubic Schools will join the Eastern Shore of Maryland Education Consortium (ESMEC) for health insurance coverage. All employees hired after July 1, 2000 will be offered only the Exclusive Provider Organization for Health coverage. The following coverage will be provided through ESMEC
 1. CareFirst Blue Cross/Blue Shield Exclusive Provider Organization (EPO) including a prescription drug plan. The benefits under this plan will be no less than the benefits provided by ESMEC on September 1, 2003.
 2. CareFirst Blue Cross/Blue Shield Preferred Provider Network (PPN) including a prescription drug plan. The benefits under this plan will be no less than the benefits provided by ESMEC on September 1, 2003.
 3. Blue Cross/Blue Shield Select Vision Program
 4. Blue Cross/Blue Shield Dental Program with full payment for diagnostic/preventive care, 80/20 co-pay after \$25 individual, \$75 family, deductible for surgical/restorative care, 50/50 co-pay after \$25 individual, \$75 family, deductible for prosthetics, all with an annual \$1000 maximum per participant, and 50/50 co-pay with no deductible but with a life time \$1,500 maximum per participant for orthodontics.
- f. The entire cost of the dental plan will be paid by the employee. The insurance programs listed in sections A, B, C, and D above shall be offered by one insurance carrier and rated as a single risk pool. The premiums for the insurance programs in sections A,B,C, and D shall be actuarially established by the carrier, with approval by the Board and Association, and shall be developed in a manner to deter adverse selection by participants. In the event that the carrier determines from future enrollment patterns that actuarial development of premiums for the insurance plans in sections A, B, C, and D are not effective in deterring adverse selection by participants, the carrier shall notify the Board and the Association of such and a determination shall be made by the parties as to whether the practice shall be continued.
- g. In the event a dispute arises concerning the coverage offered to members of the bargaining unit under the insurance plans offered in sections A, B, C, and D, the Plan Documents in effect for the 2003-2004 school year for the insurance plans offered in sections A,B, and C shall be controlling, and the Plan Document in effect for the 2003-2004 school year for the insurance program in section D. shall be controlling

B. Retirees Health Insurance

1. Retired employees may elect to participate in Somerset County's Health Insurance Plan as approved by the Somerset County Board of Education.

2. Full time employees shall qualify for cost sharing during the term of their employment. Retired full time employees may remain in the group plan and may continue to qualify for cost sharing provided:
 - a. They have qualified for a service retirement under the State Retirement or Pension System immediately upon leaving County Service (this does not include a deferred retirement status), and are at least 60 years of age, and have completed at least 10 years of County service immediately preceding retirement, or
 - b. They meet the requirements of subparagraph (a) except that they may be 55 years of age in which case such employees shall be required to pay 100% of all premiums until reaching age 60 at which time they will qualify for cost sharing, or
 - c. They have qualified for a service retirement under the State Retirement or Pension System immediately upon leaving County Service, and are less than 60 years of age and have completed at least 20 years of County service immediately preceding retirement, or
 - d. They have qualified for disability retirement and have completed at least 10 years of County service.
3. Somerset County Public Schools will reimburse all persons qualified under the above guidelines on the basis of \$250/month (\$3000/year) for the 2007-2008 school year regardless of the plan chosen by the retiree. For the 2008-2009 school year, the Board will pay the greater of \$250/month (\$3000/year) or 50%, of the individual premium of the PPN Blue Cross/Blue Shield coverage regardless of the plan chosen by the retiree. During the 2007-2008 school year, the Board and the Association will open, for negotiations, this section on retiree's health insurance for the purpose of increasing the percentage the Board pays for employees retiring from Somerset County, under the guidelines outlined above, with 20 or more years of service in Somerset County.
4. Persons who leave service who are not enrolled in Blue Cross/Blue Shield at the time of retirement may enroll in the County offered plan at any regular enrollment period after retirement

9.3 LONG TERM DISABILITY Unit members shall be provided long-term disability insurance through a group arrangement provided by the Board.

9.4 SICK LEAVE BANK

1. All members of the bargaining unit on active duty in Somerset County are eligible to contribute on a voluntary basis to a sick leave bank. Contributors will be permitted to apply for leave from the bank to cover regularly scheduled duty days for periods of personal illness, injury or quarantine which is not only prolonged but is also catastrophic and incapacitating and which is not likely to permanently disable the teacher.
2. The contribution on the appropriate form will be authorized by the member and continued from year to year until canceled in writing by the member. Cancellations, on the proper form, may be elected at any time and the member shall not be eligible to use the bank as of the cancellation date. Sick leave properly authorized for contribution to the bank will not be returned if the member effects cancellation.
3. Contributions shall be made between the first scheduled duty day of each year and October 15. Members returning from extended leave of absence and new employees may contribute within thirty (30) calendar days upon reassignment or employment. Members returning from extended sick leave shall be permitted to contribute to the bank upon approval of the committee.
4. Annual rates of contribution shall be determined by the Association and certified to the Superintendent by July 1 of each year.
5. Members shall be permitted to apply for leave from the bank after January 1, 1994. The maximum number of sick leave days that can be granted in any one fiscal year will be the remaining number of duty days a member is scheduled to work. In no case will granting of leave from the bank cause a member to receive more than his annual salary.

6. Members must use all accumulated sick leave before receiving leave from the bank. Application for use of the bank shall be made on the required form and submitted to the approval committee.
7. A three-member approval committee, one appointed by the Board and two appointed by the President of the Association, shall have the responsibility of receiving requests, verifying the validity of requests, recommending approval or denial of the requests and communicating its decision to the member and the Division of Payroll. The committee shall develop its rules and procedures and shall give wide distribution to said rules upon approval of the Executive Board of the Association.
8. The division of Payroll shall approve these bank grants as being for incapacitating illness and that sick leave is exhausted, and forward payment authorization.
9. Bank grants will not be automatically carried over from one fiscal year to another. All bank grants will end as of June 30 or the last duty day of the school year and must be renewed through the approval committee and the Division of Payroll each school year.
10. If a member does not use all of the days granted from the bank, the unused sick leave days will be returned to the bank.
11. The Board shall be indemnified and saved harmless by the Association against any and all claims that arise out of or by reason of actions taken by the Board for the purpose of complying with any of the provisions of this Article.

9.5 REIMBURSEMENT FOR EDUCATION EXPENSES–

- A. All registration fees and fees associated with competency exams and tests related to NCLB shall be reimbursed.
- B. Any class or training required by the Board or course work required under the No Child Left Behind Act (NCLB) statute shall be reimbursed fully.
- C. Employees will receive reimbursement for the cost of courses, including mandatory fees charged for enrollment, for classes taken from September first of one year through September first of the following year.
 1. Reimbursement will be paid upon presentation of the proper claim form, grade slip(s) for courses taken during the semester or year.
 2. The claim form must be signed by the person seeking reimbursement and that person's supervisor indicating that the courses taken were approved.
 3. Approval of courses will be based upon the following criteria:
 - a. The courses will be in the content area of the person's assignment or,
 - b. The person is pursuing a degree or licensure and the courses are in the planned program for that degree or license.
 - c. The maximum amount of reimbursement an employee may receive will be \$3,000 per school year for all tuition and mandatory fees charged for enrollment associated with taking courses or classes.
 - d. In order to be entitled to reimbursement, the employee must meet the following conditions:
 1. For courses taken during the academic year, the employee must be employed in Somerset County the following academic year.
 2. The grade of "Satisfactory", "C" or better must be earned in the course.
 3. Any financial assistance or allowance received for tuition from any source will be deducted from the amount which the employee would be reimbursed under the formula stated above.
 4. If credits are granted by the institution, but no direct tuition payment is made by the employee, no reimbursement will be paid under this article.
 5. Claims for reimbursement together with supporting documents should be submitted two weeks after completion of the course for reimbursement.

9.6 PAYROLL DEDUCTIONS

The Board shall provide payroll deductions as outlined below:

1. All deductions in effect when this agreement is ratified

2. Direct Deposit
3. IRS approved Tax Sheltered Annuity programs
4. Summer Savings
5. Health insurance premiums

ARTICLE 10 SALARY

10.1 SALARY SCALES - will be based on negotiated salary schedules found in **Appendix A** and attached hereto and made a part of this agreement.

Employees receiving an overall satisfactory rating will receive their normal performance increase and/or raise. Any employee who receives an evaluation rating of 65 or more points, will receive an additional 2% increase in salary

10.2 SHIFT and DIFFERENTIAL PAY -

1. An employee performing duties of an employee in a higher grade who is absent for twenty (20) consecutive days shall receive the higher rate of pay retroactive to the first day of the assignment.
2. Any instructional assistant who becomes "highly qualified" pursuant to NCLB will be moved up one (1) grade
3. College credits and licensure:
 - a. Employees who complete a college program in their field (after July 1, 2006) or who become licensed in their field (after July 1, 2006) shall be compensated as follows:
 - b. For a two year degree or comparable pre-approved program leading to licensure (not renewals) in a specific area relevant to employee's field, the employee shall be moved up one (1) increment. Employees at mid-point and beyond shall receive the equivalent of a 1 increment.
 - c. For a four year degree, the employee shall be moved up two (2) increments. Employees at mid-point and beyond shall receive the equivalent of a 2 increments.
 - d. In order for employees who completed a college program or who hold a professional license (such as but not limited to, licenses issued by, the Maryland Board of Master Electricians, the Maryland State Board of Plumbing or Maryland State Board of HVACR Contractors or Microsoft Certified Professional or Microsoft Systems Engineer) prior to July 1, 2006 to qualify for the increases in pay listed above, the employee must notify the Board by September 30, 2006.
 - e. These provisions shall not apply to employees where the pay scale already provides for an additional pay grade for licensure or degrees

10.2 OVERTIME PAY - A unit member shall not work more than forty (40) hours per week without prior approval of the supervisor. Overtime compensation will be made at one and one-half (1½) times the normal work rate for approved work beyond forty (40) hours. At the employer's discretion, compensation may be given in the form of salary or time.

The employee's immediate supervisor will maintain accumulated comp time. The employee shall be given a record of accumulated comp time upon request. If the employee is not able to schedule the use of comp time prior to June 30 of each year, the time shall convert to salary and will appear in the employee's next paycheck.

Any call-in on a weekend or holiday or when the central office is closed shall be compensated a rate of one and one half (1½) times salary for a minimum of four (4) hours. This shall apply to emergency calls, calls for alarms and/or break-ins.

All employees who are scheduled to use a personal leave day or annual leave and are called out for an emergency, the time worked will be paid at a rate of time and one half (1½) in addition to their regular pay.

Article 11 GRIEVANCE PROCEDURE

11.1 DEFINITIONS

Grievant – a Unit III employee or group of employees or the Association making the claim.

Grievance – a written statement by a Grievant that a controversy, dispute, or disagreement of any kind or character exists arising out of or in any way involving interpretation or application of the terms of this Agreement.

Employer – the Board of Education or its administrative officers.

Days – working days.

11.2 TIME LIMITS - it is the requirement that action be taken within a specific number of working days.

11.3 PROCEDURAL STEPS - It is intended that the tone will be a positive informal employer-employee relationship.

All grievances shall be presented in the following manner:

Step A – All grievances must be initiated within ten (10) days from the date of its occurrence or the date the grievant knew or should have known of the act or condition, which is the basis of the complaint. The grievant shall file a written grievance with the school principal or the immediate supervisor with whom the dispute exists. The immediate supervisor or representative shall have ten (10) days to give a written decision after receipt of the grievance.

Step B – If the grievance is not settled at Step A, the grievant may move the matter to Step B by written notice to the Supervisor of Human Resource within ten (10) days after receipt of the Step A decision. The Supervisor of Human Resource or the designated representative shall have ten (10) days to give a written decision after receipt of the grievance.

Step C – If the grievance is not settled at Step B, the grievant may move the matter to Step C by written notice to the Superintendent of Schools within ten (10) days after receipt of the Step B decision. The Superintendent of Schools or the designated representative shall have fifteen (15) days to give a written decision after receipt of the grievance. The decision of the Superintendent shall be final unless further appeal of the matter is conducted in accordance with the Annotated Code of Maryland, Section 4-205.

11.4 ASSOCIATION REPRESENTATION – All Unit III employees shall have the right of Association representation at each step of the grievance procedure. Any individual employee or group of employees shall have the right to present grievances to their employer and to have such grievances adjusted without the intervention of the Association as long as the adjustment is not inconsistent with the terms of the Agreement and the Association has been given opportunity to be present and make statements at such adjustment. Copies of employer decisions given at any step of the grievance procedure in any grievance whatsoever shall be delivered to the Association.

11.6 NO REPRISALS - No reprisals shall be taken against any employee for processing a grievance or participating in any way in the grievance procedure.

11.7 RELEASED TIME - When it is necessary for any party in interest to attend a meeting called by the Superintendent concerning the grievance, during the school day, such employee shall be released without loss of pay or benefits.

ARTICLE 12 GENERAL PROVISIONS

12.1 SEVERABILITY –If any provision of this Agreement or any application thereof is held to be contrary to law by a court of competent jurisdiction, such provision or application will not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions or applications will continue in full force and effect. The parties will meet no later than fifteen (15) days after any such holding for the purpose of renegotiating the provisions affected.

12.2 SCHOOL BOARD AUTHORITY. Subject to the terms and conditions of this Agreement and to the provisions of the Education Article of the *Annotated Code of Maryland*, it shall be the exclusive function of the Board of Education and the Superintendent of Schools to determine the mission of the county public education system and to operate the affairs and direct the personnel of the system in all aspects, including but not limited to the standard of service to be offered; the efficiency of administration; the methods, means and personnel by which such operations are to be conducted; the right to discipline; and to take whatever action and issue rules, policies, procedures and regulations necessary to carry out the mission of the county public education system for which they are responsible and which is entrusted to them

12.3 RENEGOTIATIONS - The Association and the Board agree that, should the receipt of funds be insufficient to implement fully the provisions of this Agreement pertaining to salaries, wages, hours, or conditions of work, those provisions affected by such reduced receipt of funds will be reconsidered pursuant Section 6.5111 of the Education Article of the Annotated Code of Maryland.

12.4 NONDISCRIMINATION -The provisions of this Agreement shall be applied without regard to age, sex, race, color, religion, national origin, sexual orientation, and handicap. The parties stipulate that this Agreement shall be interpreted in such a manner as to be consistent with and subject to the nondiscrimination provisions of the United States Constitution and statutes, regulations and guidelines enacted pursuant thereto.

12.5 DISTRIBUTION OF AGREEMENT -The Board and the Association agree to equally divide the costs of providing a copy of this Agreement to each employee in the bargaining unit.

12.6 SUCCESSOR AGREEMENT

1. Negotiating Teams – On or about October 1 of each year, the Association and the Board shall designate in writing to the other the official representatives to serve on its negotiating team.
2. Opening Negotiations - Negotiations shall begin on a mutually agreeable date within the first fifteen (15) days of October.
3. Negotiations Procedures - In an effort to reach understanding and agreement, both parties agree to exchange points of view and to conduct negotiations in good faith on all matters.
4. Reaching Agreement - When agreement is reached covering the areas under discussion, the proposed Agreement shall be reduced in writing as a memorandum of understanding and signed by a representative of each negotiating team. Procedures for ratification of the Agreement by the Association and the Board shall be completed within ten (10) school days after the conclusion of negotiations.
5. Impasse Procedures - In the event that an impasse in negotiations is declared by the State Superintendent of Schools pursuant to Article 6-408(d) of the Education Article of the Annotated Code of Maryland, the American Arbitration Association may be requested by either party to supply a list of ten names of persons qualified to serve from which the parties shall select a neutral third party.