

**AGREEMENT**

**BETWEEN**

**THE WORCESTER COUNTY BOARD OF EDUCATION**

**AND**

**THE WORCESTER COUNTY EDUCATION SUPPORT  
PERSONNEL ASSOCIATION**

**July 1, 2016 – June 30, 2018**

**TABLE OF CONTENTS**

**ARTICLE I – General Provisions**

1. Recognition ..... 1  
2. Non-Certificated Bargaining ..... 1  
3. Definitions ..... 1  
4. Maintenance of Standards ..... 2  
5. Severability ..... 2  
6. Nondiscrimination ..... 2  
7. Distribution of Agreement ..... 2  
8. Successor Agreement ..... 2  
9. Ratification ..... 2  
10. Renegotiations ..... 3

**ARTICLE II – Board of Education Rights ..... 3**

**ARTICLE III – Association Rights and Privileges**

1. Membership ..... 3  
2. Bulletin Boards ..... 3  
3. Association Communications ..... 3  
4. Association Meetings ..... 3  
5. Access to Schools ..... 3  
6. Association Leave ..... 3  
7. Information to the Association ..... 4  
8. Board Meetings ..... 4  
9. Employee Lists ..... 4  
10. Dues Deduction ..... 4  
11. Exclusivity ..... 4  
12. Association Communications to New Support Employees ..... 4

**ARTICLE IV – Employee Rights**

1. Due Process ..... 4  
2. Just Cause ..... 4  
3. Personal Life ..... 5  
4. Freedom of Association ..... 5  
5. Personnel Files ..... 5  
6. Suspension ..... 5  
7. Mutual Respect ..... 5  
8. Safe Work Place ..... 5  
9. Disciplinary Action ..... 5  
10. Disciplinary Progression ..... 5

**ARTICLE V – Employment Conditions**

1. Duty Year ..... 6  
2. Duty Week ..... 6  
3. Duty Day ..... 7  
4. Work Environment ..... 7  
5. Breaks ..... 7  
6. Duty-Free Lunch ..... 7

**TABLE OF CONTENTS, con't.**

7. Official Holidays..... 7  
8. Substitutes ..... 8  
9. Mileage ..... 8  
10. Inclement Weather and Emergency Closings ..... 8  
11. Job Descriptions..... 9  
12. Transporting Students ..... 9  
13. Clothing Allowance for Food Service Staff..... 9  
14. Uniforms for Maintenance Staff ..... 9  
15. Notification of Resignation ..... 9

**ARTICLE VI – Assignment**

1. Assignment ..... 9  
2. Assignment Letters ..... 9  
3. Probationary Period ..... 9  
4. Announcement of Vacancies ..... 9  
5. Promotion..... 10  
6. Voluntary Transfer..... 10  
7. Administrative Transfer ..... 10  
8. Involuntary Transfer ..... 10

**ARTICLE VII – Evaluation**

1. Purpose..... 10  
2. Evaluation Form..... 10  
3. Observations ..... 11  
4. Performance ..... 11

**ARTICLE VIII – Reduction in Force**

1. Notice ..... 11  
2. Separation Procedure ..... 11  
3. Recall ..... 11  
4. Separation Pay ..... 11  
5. Benefit Continuation ..... 11

**ARTICLE IX – Grievance Procedure**

1. Definitions..... 11  
2. Settlement of Employee Grievances ..... 12  
3. Procedural Steps..... 12  
4. Association Representation..... 12  
5. No Reprisals..... 12  
6. Released Time..... 13  
7. Employment Status ..... 13

**TABLE OF CONTENTS, con't.**

**ARTICLE X – Wages**

1. Salary ..... 13  
2. Experience..... 13  
3. Overtime ..... 13  
4. Extended Work Day..... 13  
5. Extended Year Employment..... 13  
6. Substitute Teaching..... 14  
7. Building Checks..... 14

**ARTICLE XI – Fringe Benefits**

1. Life Insurance ..... 14  
2. Health Insurance ..... 14  
3. Sick Leave Bank ..... 15  
4. Reimbursement for Education Expenses ..... 15  
5. Payroll Deductions..... 16

**ARTICLE XII – Leaves**

1. Sick Leave..... 17  
2. Personal Business Leave..... 17  
3. Bereavement Leave..... 18  
4. Annual Leave (12-Month Personnel)..... 18  
5. Family Medical Leave Act (FMLA)..... 19  
6. Professional Leave without Pay..... 19  
7. Inservice Days..... 19  
8. Discretionary Leave ..... 19  
9. Leaves of Absence ..... 19  
10. Workers' Compensation Leave..... 20  
11. Court Summons and Jury Duty..... 20  
12. Military Leave..... 20

**ARTICLE XIII – Duration of Agreement ..... 21**

**APPENDIX A – Salary Scales..... 22**

1. Custodial .....A1  
2. Educational Assistant.....A2  
3. Food Service .....A3  
4. Maintenance.....A4  
5. Nurse .....A5  
6. Secretarial .....A6  
7. Technology Staff.....A7  
8. Technology Coaches .....A8

**MEMORANDUMS OF UNDERSTANDING FOR 2016-2017 ..... 23**

**AGREEMENT  
BETWEEN  
THE WORCESTER COUNTY BOARD OF EDUCATION  
AND  
THE WORCESTER COUNTY EDUCATION SUPPORT PERSONNEL ASSOCIATION**

Entered into this 15<sup>th</sup> day of March 2016, between the Worcester County Board of Education and the Worcester County Education Support Personnel Association, this Agreement shall become effective July 1, 2016.

**ARTICLE I – GENERAL PROVISIONS**

1. **RECOGNITION** – The Worcester County Board of Education, hereinafter referred to as the Board, recognizes the Worcester County Education Support Personnel Association, 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. Any disputes which may arise as to whether new positions are to be included in the unit shall be settled in accordance with the aforementioned provisions of the Maryland Code.
2. **NON-CERTIFICATED BARGAINING** – The bargaining unit shall include all nurses, secretaries, educational assistants, technicians, food service, maintenance, custodial and all other non-certificated and duly appointed employees of the Board who work thirty (30) hours or more per week for at least nine (9) months per year. Non-certificated employees who are designated as management or confidential employees pursuant to Education Article 6-505 of the Annotated Code of Maryland are excluded from the bargaining unit.
3. **DEFINITIONS**

**Employee(s)** – Unless otherwise indicated, the term “employee(s)” and “unit member”, when used hereinafter, shall refer to all non-certificated employees represented by the Association in the bargaining unit.

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

**Bargaining Unit Work** – Bargaining unit work shall be defined as any work that is performed at any facility owned, rented or leased by the Worcester County Board of Education, its officers or agents, which falls within the classifications outlined in the “Recognition” clause of this Agreement.

**Seniority** – Seniority shall be calculated on uninterrupted, permanent full-time employment and leave time officially approved by the Board. Seniority shall be computed from the first working day following appointment by the Board.

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

4. **MAINTENANCE OF STANDARDS** – The parties agree that their undertakings in this Agreement are mutual. Any previously established practice, policy, rule, or regulation which is in conflict with a provision of this Agreement shall be superseded and replaced by this Agreement.
5. **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.
6. **NONDISCRIMINATION** – The provisions of this Agreement shall be applied without regard to age, sex, race, color, religion, national origin, or disability. 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 federal and state statutes, regulations and guidelines enacted pursuant thereto.
7. **DISTRIBUTION OF AGREEMENT** – The Board and the Association agree to share equally the costs of providing a copy of this Agreement to each employee in the bargaining unit.
8. **SUCCESSOR AGREEMENT**
  - a. **Negotiating Teams** – On or about October 1 of each year, the Association and the Board shall designate, in writing, to the other up to eight (8) official representatives to serve on its negotiating team.
  - b. **Opening Negotiations** – Negotiations shall begin on a mutually agreeable date, time and location within the first fifteen (15) days of November. All subsequent negotiations will be conducted on mutually agreed upon dates, times and locations, with the goal of reaching agreement on all matters on or before March 1.
  - c. **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.
  - d. **Reaching Agreement** – When agreement is reached covering the areas under discussion, the proposed agreement shall be reduced to writing as a tentative agreement and signed by a representative of each negotiating team.
  - e. **Impasse Procedures** – If the parties fail to reach an agreement, the impasse process shall be conducted pursuant to regulations adopted by the PSLRB and in compliance with Title 6 of the Education Article of the Annotated Code of Maryland.
9. **RATIFICATION** – The tentative Agreement is subject to approval and ratification by the Board of Education and Association within fifteen (15) days after conclusion of negotiations. If either party fails to ratify the Agreement, it shall state the objection(s), in writing, to the negotiating teams. Negotiations will resume within five (5) days of receiving the written objection(s).

10. **RENEGOTIATIONS** – The items of this Agreement not requiring fiscal support, when duly ratified by the Association and the Board, shall be valid and binding for the duration of the Agreement. The items which require fiscal support shall be valid and binding to the extent that sufficient funds are guaranteed and/or made available by fiscal authorities to fully implement the Agreement. Should the receipt of funds be insufficient to fully implement items which require fiscal support, the provisions affected by such reduced funds will be reconsidered pursuant to Education Article 6-511 of the Annotated Code of Maryland.

## **ARTICLE II – BOARD OF EDUCATION RIGHTS**

Subject to the terms and conditions of this Agreement and to the authority of the State Board of Education under the Education Article of the Annotated Code of Maryland, it shall be the exclusive function of the Superintendent of Schools and the Board to determine the mission of the county public education system; set the standards of service to be offered; maintain the efficiency of operations; determine the methods, means and personnel by which such operations are to be conducted; and to take whatever action and issue rules, policies, and regulations necessary to carry out the mission of the Worcester County Public School system for which they are responsible and which is entrusted to them.

## **ARTICLE III – ASSOCIATION RIGHTS AND PRIVILEGES**

1. **MEMBERSHIP** – The Board recognizes that all eligible non-certificated employees may join the Association and participate in the Association activities without reprisal.
2. **BULLETIN BOARDS** – The Board will provide space on one (1) bulletin board for the Association in each school at a location mutually agreed upon for the purpose of displaying official notices, circulars and other such materials.
3. **ASSOCIATION COMMUNICATIONS** – The Association may place official notices, circulars and other materials in members' mailboxes. 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. All materials placed in the school delivery system will be properly packaged and clearly labeled as Association materials. In addition, Association representatives shall be able to use the Board's electronic communications systems for Association business. All Association communications will be identified as a communication from the Association and will comply with Board policies and procedures. The Board will be held harmless in case of computer or system interruption in access to the electronic communication system.
4. **ASSOCIATION MEETINGS** – The Association shall have the opportunity to use school facilities for meetings, without cost, at reasonable times and upon meeting all appropriate application and utilization procedures established by the Board.
5. **ACCESS TO SCHOOLS** – In order for the Association to properly administer its Agreement, Association officers or employees will have access to school buildings and all eligible employees, provided that the exercise of this right will not interfere with the employees' work responsibilities or school operation as determined by the school principal.
6. **ASSOCIATION LEAVE** – With prior approval of the principal or immediate supervisor, the Association President or designated representatives shall be permitted to draw upon ten (10) work days per year for use in Association business, without loss of pay, to attend to

Association business. The building principal or immediate supervisor shall be notified at least one (1) week in advance of the day leave is to be taken unless an emergency situation exists. The Association shall reimburse the Board for all costs incurred for such leave.

7. **INFORMATION TO THE ASSOCIATION** – The Board shall provide the Association, upon request, information necessary to represent employees.
8. **BOARD MEETINGS** – A copy of Board meeting agendas will be made available to the Association prior to meetings. A copy of approved Board minutes will be made available to the Association promptly following such meetings.
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 resignations, promotions and new appointments.
10. **DUES DEDUCTION** – The Board will deduct Association dues from the pay of each Association member, provided that the Board has received written authorization from the employee. The Association will collect, check for accuracy and forward to the Board such authorization no later than October 30. An employee's written authorization shall be continuous through the end of the school year and shall renew itself thereafter, from year to year. Cancellation of dues can be effected only by the employee through written notice to the Association President and the Board no later than September 15 of any school year.

Deductions 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. The Board agrees to transmit monthly to the Association all dues deducted pursuant to this section. With each dues transmittal, the Board will provide the Association with a list of those employees who have authorized dues deductions. The Board will deduct from employees' salaries, voluntary contributions to the WCESPA/MSEA/NEA Fund for Children and Political Education.

11. **EXCLUSIVITY** – The rights and/or privileges granted to the Association in this Agreement will not be granted to any other employee organization seeking to represent unit members.
12. **ASSOCIATION COMMUNICATIONS TO NEW SUPPORT EMPLOYEES** - The Association may place in the employment packet for all new support employees a letter and applications prepared by the Association that informs new support staff that the Association is recognized as the exclusive representative for all support employees in the Worcester County School System and invites membership.

#### **ARTICLE IV – EMPLOYEE RIGHTS**

1. **DUE PROCESS** – No employee will be discharged, disciplined or reduced in rank or compensation without due process. In case of charges against an employee which may result in disciplinary action, including suspension or dismissal, the Board shall apprise the employee, in writing, of the charges.
2. **JUST CAUSE** – No employee shall be disciplined, discharged, or reprimanded without just cause.



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.
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 professional employment.
5. **PERSONNEL FILES** – Individual personnel files located at the Board office shall be maintained in accordance with the following procedures:
  - a. No unfavorable material related to an employee's conduct, service, character or personality shall be placed in the personnel file without the employee's knowledge. The employee shall be given the opportunity to acknowledge that he/she has read such material and affix his/her signature to the material to be filed, with the understanding that such signature does not necessarily indicate agreement with its contents. If an employee refuses to sign an entry, such refusal will be noted on the material by an administrator. If an employee is unavailable to sign an entry, a copy will be sent to the employee by first-class mail.
  - b. The employee shall have the right to answer any material filed, in writing, and the response shall be attached to the file copy.
  - c. An employee shall be permitted to examine his/her file at all reasonable times.
  - d. An employee's file shall be open to inspection only by those persons whose official responsibilities require such inspection.
6. **SUSPENSION** – Any suspension of an employee by the Superintendent, without pay, shall continue unless a contrary decision is reached through administrative or legal appeal.
7. **MUTUAL RESPECT** – The Board and Association members recognize the importance of a positive work environment and share responsibility for establishing a climate of mutual respect. Employees and their immediate supervisors will communicate with one another in a respectful and professional manner.
8. **SAFE WORK PLACE** – The Board and Association agree that employees have a right to work in a school environment that is safe. Employees will immediately report all cases of assault suffered by them in connection with their employment to their principal or immediate supervisor for investigation and resolution in compliance with Board policy and state law.
9. **DISCIPLINARY ACTION** – An employee may be dismissed, suspended without pay and/or demoted in step and/or grade for misconduct, incompetency, insubordination, willful neglect of duty (including repeated unauthorized absence or tardiness), unsatisfactory work performance, conviction for child abuse or any other good and sufficient reason.
10. **DISCIPLINARY PROGRESSION** – A progression of disciplinary techniques 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.

## **ARTICLE V – EMPLOYMENT CONDITIONS**

### **1. DUTY YEAR**

- a.** The duty year for all employees will be based on the school system calendar.
- b.** The duty days for ten-month nurses, educational assistants, technicians and other clerical staff will normally be the same as teachers and other instructional personnel, not to exceed one hundred eighty-eight (188) days. The duty days for educational assistants employed for one hundred eighty (180) days will normally follow the school system calendar for students.
- c.** Ten-month secretaries will work for a total of two hundred (200) days. As a general rule, ten-month secretaries will follow the same work calendar as teachers, plus twelve (12) additional days established by the principal or immediate supervisor.
- d.** Cafeteria employees will normally work one hundred eighty-one (181) days. Cafeteria employees will typically follow the school system calendar for students, plus one (1) additional day as assigned by the principal or immediate supervisor. Cafeteria managers will normally work one hundred eighty-three (183) days. Cafeteria managers' duty days will typically follow the school system calendar for students, plus three (3) additional days as assigned by the principal or immediate supervisor.
- e.** The number of duty days for twelve-month secretaries, technicians and other eligible employees shall be the same as for all other twelve-month personnel.
- f.** Adjustments may be made in the employee's duty calendar by the school principal or immediate supervisor; however, all scheduled duty days must occur within the fiscal year.
- g.** Employees may be assigned additional duty days at the discretion of the Board, at the regular per diem rate.

### **2. DUTY WEEK** – The paid duty week for full-time educational support employees shall normally be as follows:

- a.** Nurses, educational assistants, school secretaries and other school-based instructional support staff will normally be scheduled for a thirty-five (35) hour work week.
- b.** Central Office secretaries, finance and technology support employees will normally be scheduled for a thirty-five (35) hour work week.
- c.** Maintenance and custodial employees will normally be scheduled for a forty (40) hour work week.
- d.** Cafeteria employees will normally be scheduled for a thirty (30) hour work week. Cafeteria managers will normally be scheduled for a thirty-five (35) hour work week.
- e.** The hours of an employee may be increased up to forty (40) hours at the discretion of the Board, at the regular hourly rate.

### 3. DUTY DAY

- a. Instructional assistants, nurses, secretaries and other school-based instructional support employees will normally be scheduled for a seven and one-half (7½) hour work day, which includes an unpaid duty-free lunch.
- b. Central Office secretaries, finance and technology support employees will normally be scheduled for a seven (7) hour work day, exclusive of a one (1) hour unpaid duty-free lunch.
- c. Maintenance and custodial employees will normally be scheduled for an eight (8) hour work day, exclusive of an unpaid duty-free lunch.
- d. Cafeteria employees normally working six (6) or more hours a day will be provided with an unpaid duty-free lunch.

4. **WORK ENVIRONMENT** – The Board will make every effort to maintain safe and sanitary working conditions that comply with state and federal health regulations. Should an employee feel that a safety problem exists, he/she should report it immediately to the principal or immediate supervisor. An inspection will be made as soon as possible, and the employee shall be advised of the results of the inspection. The Board will continue to provide safety equipment and stress the importance of safe work practices. Employees agree to adopt safe work practices and show reasonable care in the operation and maintenance of equipment and use of school facilities.

5. **BREAKS** – 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.

6. **DUTY-FREE LUNCH** – The duty-free lunch period of school-based nurses, secretaries, instructional assistants and other instructional support employees shall be thirty (30) minutes, unless students have a lunch period of less than thirty (30) minutes, in which case the duty-free lunch shall coincide with the regular scheduled student lunch period.

### 7. OFFICIAL HOLIDAYS

- a. The following holidays have been approved by the Board of Education for all employees:

Independence Day  
Labor Day  
Thanksgiving Holidays  
Christmas Eve and Christmas Day  
New Year's Eve and New Year's Day  
Martin Luther King Day  
Presidents' Day  
Good Friday and Easter Monday  
Memorial Day

- b. Observance of the above holidays will be accordance with the adopted school calendar.
- c. Twelve-month employees covered by this Agreement shall not have the above days charged to annual leave.

- d. Twelve-month secretaries, clerical and technology support employees will also observe the MSEA Convention as a holiday that is not charged to annual leave.
- e. Maintenance and custodial employees are provided two (2) additional paid floating holidays. These days may be taken at the employee's discretion with prior approval of the principal or immediate supervisor.

## **8. SUBSTITUTES**

- a. When an employee is absent, a substitute shall be hired at the discretion of the principal or immediate supervisor.
- b. Employees shall not be required to obtain or to secure substitute coverage for their duties when they are absent.
- c. When a teacher is absent from his/her assigned classes for one-half (½) day or more, reasonable effort shall be made to employ a substitute.
- d. Instructional assistants and other instructional support staff may be used as substitutes in the event of an emergency or if a substitute teacher cannot be obtained.
- e. In the event that an employee is assigned the duty of substitute teacher for three (3) or more consecutive days, he/she will be paid his/her per diem salary or daily substitute rate, whichever is greater.
- f. An employee who is temporarily reassigned by the Superintendent or designee to fulfill the duties of an employee in a higher grade who is absent for ten or more consecutive workdays shall receive the higher rate of pay, retroactive to the first day of the assignment.

## **9. MILEAGE**

- a. Employees who are required to use their automobiles for job-related business shall be reimbursed at the approved county mileage rate.
- b. Employees assigned to more than one (1) school location in a work day shall be reimbursed for mileage from the first business stop to the last business stop at the approved county mileage rate.

## **10. INCLEMENT WEATHER AND EMERGENCY CLOSINGS** – The following procedures shall be adhered to in the event of school closing:

- a. When schools open late, all employees are expected to report to their duty stations as close to the regular reporting time as possible, weather and road conditions permitting.
- b. If it is necessary to close schools for the day, all twelve-month employees will be expected to report for duty. Personal safety should be considered and travel should be delayed until road conditions are reasonably safe. With the exception of maintenance, custodians and other “essential personnel” identified by the Superintendent or designee, 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. Should extenuating circumstances prevent an employee from reporting, the use of annual leave may be approved by the immediate supervisor.

- c. In the event of an early dismissal, principals may release nurses, educational assistants, secretaries and other ten-month instructional employees when, in their judgment, all students for whom they are responsible have left the building.
11. **JOB DESCRIPTIONS** – Employees shall, at the time of hire and anytime there is a change in an employee’s job description, be given a description of the duties they will be expected to perform. Employees’ assignments will be based upon their ability to perform the duties of that position.
  12. **TRANSPORTING STUDENTS** – Unit members will not be required to transport students in their own vehicles. Unit members may voluntarily transport students only with the prior consent of the school principal or designee.
  13. **CLOTHING ALLOWANCE FOR FOOD SERVICE STAFF** – The Board will provide two (2) smocks and one (1) apron annually, at no cost, to each regular food service employee.
  14. **UNIFORMS FOR MAINTENANCE STAFF** – The Board will provide uniforms, at no cost, to maintenance staff that are required to wear uniforms during their workday.
  15. **NOTIFICATION OF RESIGNATION** – Unit members who plan to resign should send a letter of resignation to the Department of Human Resources, copied to the principal or department head, not less than two (2) weeks prior to the last day of duty.

## **ARTICLE VI – ASSIGNMENT**

1. **ASSIGNMENT** – The Superintendent has the authority to assign employees to work locations.
2. **ASSIGNMENT LETTERS** – An assignment letter shall be issued at the time of employment. Also, an assignment letter shall be issued any time a change in an employee’s assignment or job classification occurs.
3. **PROBATIONARY PERIOD**
  - a. All new employees will work on probationary status. The initial probation period shall be for ninety (90) days. On or before the end of the probationary period, the employee will be evaluated and the principal or immediate supervisor will recommend that (1) the employee be granted regular employment status, or (2) the probation be extended for an additional ninety (90) days, or (3) the employee be released from employment.
  - b. During the initial or extended probationary period, an employee may be released at any time at the sole and exclusive discretion of the Board. During the probationary period, the employee may only use earned sick leave and annual leave.
4. **ANNOUNCEMENT OF VACANCIES** – Announcements regarding vacancies for entry-level positions within the unit will be posted as deemed appropriate. Positions that offer promotional opportunities will be posted at each school. The vacancy announcement shall include qualifications for the position, salary and application deadlines. Current employees may apply for any position for which they qualify by submitting a letter of application to the Supervisor of Human Resources on or before the application deadline. When a position vacancy exists, those persons who have expressed an interest through a written transfer request and who meet the minimum qualifications pursuant to records on file in the Department of

Human Resources will be contacted and given an opportunity to interview for the position. If candidates are equally qualified, preference will be given to current employees based upon experience. When a position vacancy is announced, all applicants must be qualified for the position as of the date of the announcement and must follow the procedures and timeline indicated on the posting.

5. **PROMOTION** – Qualifications, work performance, and experience will be considered in all promotions. Applications will be accepted for promotional opportunities from current employees. The applicant who is deemed to be the best qualified for the position will receive the appointment. If all applicants are equally qualified, then length of continuous service with the Worcester County Public Schools will be given preference. In all cases, the Board of Education will make the final decision as to who will receive the appointment. When an employee is promoted, the employee will be placed on the appropriate salary schedule and step that provides the employee a salary equal to or greater than the former pay classification.
6. **VOLUNTARY TRANSFER** – Employees who desire a voluntary transfer must file a written request with the Department of Human Resources prior to February 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. Requests for transfer will be accepted only from non-probationary employees.
7. **ADMINISTRATIVE TRANSFER** – When it is necessary for reasons not personal to the employee to select an employee for transfer when a transfer has not been requested, qualifications, work performance, experience and length of service shall be considered. When all factors are equal, the least length of continuous service will be the determining factor. When an administrative transfer is necessary and there is a volunteer deemed acceptable to be transferred, then the volunteer will be considered.
8. **INVOLUNTARY TRANSFER** – When it is necessary, in order to address the needs of the school system, to transfer an employee to another school or job site, such a transfer may not be effected until after a meeting between the employee involved and the appropriate administrator(s). At this time, the employee shall be notified of the reason(s) for transfer and shall be given the opportunity to respond. In the event that an employee objects to the transfer, he/she may request a meeting with the Superintendent or designee. The employee, at his/her option, may have a person of his/her choice accompany him/her at the meeting.

## **ARTICLE VII – EVALUATION**

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.
  - a. All employees will have a minimum of one (1) evaluation per year. A copy of the written evaluation will be given to the employee.
  - b. If the evaluation is unsatisfactory, the employee will be placed on probation with no increase in salary or recommended for termination.
2. **EVALUATION FORM** – The evaluation form shall be made available to all employees.

### 3. **OBSERVATIONS**

- a. All observations of the employee's work performance shall be conducted openly.
  - b. Any unfavorable observation of the employee's work performance that may be used for evaluation purposes shall be stated, in writing, and a copy given to the employee.
4. **PERFORMANCE** – Any employee whose work performance is judged to be less than satisfactory shall be informed, in writing, and given suggestions for improvement.

## **ARTICLE VIII – REDUCTION IN FORCE**

1. **NOTICE** – An employee shall be notified not less than thirty (30) duty days in advance of the effective date of any separation from service due to a reduction in force.
2. **SEPARATION PROCEDURE** – Qualifications, work performance length of service and job responsibilities and duties will be considered in a reduction in force. When all other factors are equal, length of continuous service in the Worcester County Public Schools will be the determining factor. An employee shall be separated in inverse order of the total years of satisfactory continuous service computed from the latest date of employment, excluding leaves of absence.
3. **RECALL** – Employees who are separated shall be placed on a priority recall list for a period of two (2) years 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, he/she shall forfeit seniority rights to the position and shall be removed from the priority recall list. It shall be the responsibility of each separated employee to keep the Supervisor of Human Resources informed, in writing, of any change in address. Board of Education approved leaves of absence will not be regarded as a break in the continuity of service, although this leave time will not count as active service.
4. **SEPARATION PAY** – At the time of separation, an affected employee may choose to forfeit recall rights, in which case the employee shall be paid at his/her daily rate for all earned annual leave up to a maximum of twenty (20) days.
5. **BENEFIT CONTINUATION** – Employees on the recall list shall be afforded the opportunity to continue participation in the employee benefit program by paying the full cost, thereof, during the two (2) year recall period.

## **ARTICLE IX – GRIEVANCE PROCEDURE**

### 1. **DEFINITIONS**

**Grievant** – An employee or group of employees or the Association making the claim.

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

**Employer** – The Board of Education and administrative officers.

**Days** – “Days” shall mean working days.

2. **SETTLEMENT OF EMPLOYEE GRIEVANCES** – The Association and the Board recognize their responsibility for the prompt and orderly disposition of grievances that arise out of the interpretation, application, or alleged breach of any of the provisions of this Agreement. To this end, the parties agree that the provisions of this article shall provide the means of settlement of all such grievances, provided, however, that nothing herein will be construed as limiting the right of any employee to have a complaint adjusted without the intervention of the Association so long as the adjustment is not inconsistent with the terms of the Agreement. The employee shall discuss the grievance with the employee’s immediate supervisor or the supervisor/administrator who is alleged to have violated the contract and if the problem cannot be resolved at this level, the grievance shall follow the defined procedural steps and time periods.

3. **PROCEDURAL STEPS**

**Step A** – All grievances must be initiated within fifteen (15) 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 Assistant Superintendent of Schools within ten (10) days after receipt of the Step A decision. The Assistant Superintendent of Schools 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.

4. **ASSOCIATION REPRESENTATION**

- a. All 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.
- b. Copies of employer decisions given at any step of the grievance procedure shall be made available to the Association upon request.

5. **NO REPRISALS** – No reprisals shall be taken against any employee for processing a grievance or participating in the grievance procedure.



6. **RELEASED TIME** – When it is necessary for any employee to attend a meeting called by the Superintendent or designee concerning the grievance, during the school day, such employee shall be released without loss of pay or benefits.
7. **EMPLOYMENT STATUS** – Until final disposition of an employee grievance takes place, the employee is required to conform to the original direction of the principal, immediate supervisor or duly constituted authority.

## **ARTICLE X – WAGES**

1. **SALARY** – The salary for unit members shall be based on negotiated salary scales which are contained in Appendix A of this Agreement.
  - a. Due to the previous economic conditions, experience increments were not granted in FY 10, FY 11, and FY 12. Experience credit for FY 10 was granted mid-year in FY 16. New employee placement on the salary scale will be adjusted as needed to result in a new hire being placed on the same step on the salary scale as an employee in Worcester County with the same years of total work experience.
2. **EXPERIENCE** – An employee shall be placed on the appropriate scale based on his/her verified work experience and training related to the assignment as determined by the Supervisor of Human Resources.
  - a. Credit for Temporary Employment – Temporary work experience with the Board of Education will be counted for experience credit on the salary scale when it can be equated to one year of uninterrupted experience or more for employees hired after July 1, 2016.
3. **OVERTIME** – A unit member shall not work more than forty (40) hours per week without prior approval of the supervisor. Overtime payment will be made at one and one-half (1½) times the normal hourly rate for approved work beyond forty (40) hours. For work performed on Sundays or scheduled holidays in excess of forty (40) hours, payment will be made at twice the normal hourly rate. An employee called to work outside the regular work day shall be compensated for a minimum of two (2) hours if the time period for which the employee is called to work is not an extension of the regular work day or an extension of the beginning or ending time of the employee's work shift. This shall apply to emergency calls for alarms and/or break-ins.
4. **EXTENDED WORK DAY** – If additional work hours are necessary at the beginning or ending time of the regular work day, the employee will be compensated at the standard hourly rate, subject to overtime regulations.
  - a. Compensatory time: Any earned compensatory time shall be scheduled, with the approval of the supervisor, within sixty (60) calendar days of the date it is earned. The supervisor will schedule use of the compensatory time, if not used in the first sixty (60) days, no later than ninety (90) days from when earned. In the event that the needs of the district preclude the employee from using the earned compensatory time within the ninety (90) calendar day period, such employee shall be paid at the standard hourly rate, subject to overtime regulations, at the next appropriate pay period.
5. **EXTENDED YEAR EMPLOYMENT** – If an employee is required to work additional days beyond the normal work year, the employee will be paid at the standard hourly rate.

6. **SUBSTITUTE TEACHING** – When an educational assistant is assigned the duty of substitute teacher for one day or more, the employee shall receive an extra \$20 per day. Employees may be assigned the duty of covering classes or substituting in the absence of the teacher or when the teacher is assigned other duties in the building (including but not limited to testing, in-service, IEP meetings, parent meetings, etc.) or outside the building.
7. **BUILDING CHECKS** – When an employee provides routine building checks on weekends and at other times when the employee is not scheduled to work (including holiday periods), the employee will receive 2 hours of compensatory time (even if the building check requires less time than 2 hours to complete) for each day’s building check.

## **ARTICLE XI – FRINGE BENEFITS**

1. **LIFE INSURANCE** – The Board will purchase life insurance for employees as stipulated below:
  - a. The policy will be selected by the Board after a study by a non-interested agency such as the Insurance Buyers’ Council.
  - b. The policy will provide Life Insurance equal to the employee’s basic annual earnings rounded to the next lower \$1,000 if not an even multiple thereof.
  - c. The policy will provide Accidental Death Insurance equal to the employee’s basic annual earnings rounded to the next lower \$1,000 if not an even multiple thereof.
  - d. The Board will offer a Retired Lives Reserve deduction to allow employee to purchase paid-up life insurance upon retirement.
2. **HEALTH INSURANCE** – Hospital, Major Medical, and Prescription Benefits
  - a. The Board will select a hospital, major medical insurance plan in consultation with and in agreement with a committee of the Association and will contribute to the plan in the following manner and at the following rate:
    - (1) For an employee claiming single coverage, hired with an effective date of employment prior to June 30, 2015, a maximum of 90% per school month or a total of 90% for the duration of the annual contract. For an employee claiming single coverage, hired with an effective date of employment after June 30, 2015, a maximum of 80% per school month or a total of 80% for the duration of the annual contract.
    - (2) For an employee claiming more than single coverage, which may include within the provisions of the policy:
      - (a) spouse with whom employee resides,
      - (b) custodial care of children of any age eligible for coverage,
      - (c) children age 26 or younger,

a maximum of 90% per school month or a total of 90% for the duration of the annual contract for those employees hired with an effective date of employment prior to June 30, 2015. A maximum of 80% per school month or a total of 80% for the duration of the annual contract for those employees hired with an effective date of employment after June 30, 2015.

- (3) For husband and wife who are both employees and elect dependent coverage, a maximum of 90% per school month or a total of 90% will be paid for the duration of the annual contract for those employees hired with an effective date of employment prior to June 30, 2015. For husband and wife who are both employees and elect dependent coverage, a maximum of 80% per school month or a total of 80% will be paid for the duration of the annual contract for those employees hired with an effective date of employment after June 30, 2015.
  - b. If the cost of the annual premium for the insurance is increased by the carrier during the duration of this agreement, the Board will increase its contribution by the same percentage as the annual premium increase rounded to the nearest figure equally divisible by 20.
  - c. Negotiations for, and the selection of, the insurance benefits shall be in consultation with and in agreement with a committee of the Association.
  - d. The Board will not participate in nor be responsible for the settlement of claims.
  - e. The Board will institute the Direct Claim System with the employee being responsible for getting the proper forms to the provider of the medical service.
  - f. In order to receive the monthly benefit, the employee must be enrolled in the plan selected by the Board in conjunction with the Association.
3. **SICK LEAVE BANK** – The employees’ sick leave bank will continue.
- a. Contributing members will be permitted to use the bank for prolonged, catastrophic, incapacitating personal illness, injury or quarantine of the employee during the regularly scheduled duty days, which illness, injury, or quarantine is not likely to permanently disable the employee.
  - b. The bank will be administered by a three (3) member committee comprised of two (2) members appointed by the president of WCESPA and one (1) member appointed by the Superintendent.
  - c. The committee will develop and revise rules of procedure upon approval by the President of the Association and the Superintendent.
  - d. Employees will be notified of the open enrollment period for the Sick Leave Bank each September.
4. **REIMBURSEMENT FOR EDUCATION EXPENSES**
- a. With prior approval of the employee’s immediate supervisor and Superintendent or designee, employees shall receive reimbursement toward the cost of specialized/technical training or college coursework completed between September 1 of one year and August 31 of the next year. To obtain prior approval, the specialized/technical training or coursework must be related to the employee’s work assignment or required to pursue

teacher certification. Approval by the immediate supervisor and Superintendent or designee is required prior to enrolling in the course or training program.

- b.** Reimbursement will be paid upon presentation of the proper reimbursement claim, accompanied by a certificate of completion or original grade slips for courses taken during the reimbursement period and not previously submitted to the Central Office, together with a properly executed statement of fees (a receipt) from the college attended which shows an itemized listing of charges made; clearly showing the tuition cost and fees paid for such things as registration, laboratory, parking, etc.
- c.** The maximum amount of reimbursement an employee may receive will be equal to the tuition charges for twelve (12) semester hours of credit at the per credit hour rate at the University of Maryland, College Park, College of Education. Reimbursement per credit hour shall be the cost per credit hour of the institution attended and shall not exceed the per credit hour rate at the University of Maryland, College Park, College of Education. Reimbursement up to the maximum of \$20 will be paid for fees other than late registration. Upon written request, the Superintendent will consider exceptions to the annual twelve (12) semester hour limitation.
- d.** In order to be entitled to reimbursement, the employee must meet the following conditions:
  - (1) For specialized/technical training or courses taken during the school year, the employee must have been employed in Worcester County Public Schools at the time the course or training was taken and must be employed in Worcester County Public Schools the following school year. For courses or training taken during the summer, the employee must have been employed in Worcester County Public Schools during the previous school year and must be employed in Worcester County Public Schools during the following school year.
  - (2) College credits must be earned at an accredited degree-granting institution.
  - (3) The grade of “C” or better must be earned in the course taken or evidence provided that the specialized/technical training was completed in a satisfactory manner.
  - (4) Credits or certifications earned must contribute toward earning teacher certification or improving current job skills. The immediate supervisor must approve individual courses or training required to maintain current job skills.
  - (5) Any financial assistance or allowance received for tuition from any source will be deducted from the amount that the employee would be reimbursed under the formula stated above.
  - (6) If credits are granted by the institution, but no direct tuition payment is made by the employee, no reimbursement will be paid.

**5. PAYROLL DEDUCTIONS** – The Board will make the following deductions available to employees:

- a.** Direct Bank Deposit
- b.** IRS-approved Tax Sheltered Annuities approved for payroll deduction

- c. WOR-CO Federal Credit Union
- d. United Way
- e. 24-Pay Plan
- f. Health insurance premiums
- g. IRS, Section 125, pre-tax deductions for eligible medical and day care expenses
- h. Voluntary dental, vision and other health-related insurance plans
- i. WCESPA/MSEA/NEA Fund for Children and Political Education

## **ARTICLE XII – LEAVES**

### **1. SICK LEAVE**

- a. Employees shall earn one (1) day per month, plus one (1) day annually, without loss of salary; the annual total of which shall be available at the beginning of the first duty day of the work or school year. An employee who vacates his/her position and who has used more sick leave than earned shall be required to reimburse the Board and/or have his/her pay adjusted for the appropriate amount of days.
- b. Accumulation – Unused sick leave shall accumulate from year to year without limit.
- c. Verification of Illness – An absence of five (5) or more consecutive work days due to illness shall be attested to by a physician’s statement. Verification of illness by a physician may also be required for repeated absences.
- d. Illness in Family – Sick leave may be used to provide care to members of an employee’s immediate family who are too ill to care for themselves. The employee’s immediate family shall include his/her spouse, children, parent or other person living in the employee's household. Verification of the family member’s illness and need for care may be required at the discretion of the Superintendent.
- e. 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.
- f. Notification of Absence – When employees are to be absent from work, they shall notify the principal or immediate supervisor as soon as possible, but no later than one hour prior to the time they are required to report for duty. An employee will not be responsible for finding his/her own substitute.

- 2. **PERSONAL BUSINESS LEAVE** – Three (3) days of paid personal business leave shall be granted each year. Requests for personal business leave on the day preceding or following a holiday or Superintendent approved leave must be made in writing to the Superintendent. Personal business leave days, on the day preceding or following a holiday, cannot be used for

recreation, vacation, or shopping. The Superintendent shall have sole discretion on this matter and that decision will be final.

- a. Unused personal business leave shall be converted to cumulative sick leave at the end of each school year.
- b. The employee will notify the supervisor twenty-four (24) hours in advance of the employee's absence except in cases of emergency. Employees shall not be required to give reasons for the use of this leave.

### **3. BEREAVEMENT LEAVE**

- a. Each employee shall be granted up to four (4) working days at any one time, without salary deduction, in the event of the death of his/her spouse, mother, father, child, foster child, brother, sister, son-in-law, daughter-in-law, foster parent, father-in-law, mother-in-law, and members of the immediate household. It is intended that such leave be used at the actual time of the burial arrangements and funeral of the deceased and for related reasons. Emergencies and unusual circumstances will be considered on an individual basis by the Superintendent.
- b. Each employee shall be granted up to three (3) working days at any one time, without salary deduction, in the event of the death of a grandfather, grandmother, grandchild, brother-in-law or sister-in-law. It is intended that such leave be used at the actual time of the burial arrangements and funeral of the deceased and for related reasons. Emergencies and unusual circumstances will be considered on an individual basis by the Superintendent.
- c. Each employee shall be granted one (1) working day without salary deduction in the event of the death of an aunt, uncle, niece, or nephew. It is intended that such leave be used at the actual time of the burial arrangements and funeral of the deceased and for related reasons. Emergencies and unusual circumstances will be considered on an individual basis by the Superintendent.

### **4. ANNUAL LEAVE (12-MONTH PERSONNEL)**

- a. Annual leave for twelve-month employees shall be earned at the rate of one and one-half (1½) days per month from July 1 through June 30 of each fiscal year for a total of eighteen (18) days.
- b. Twelve-month employees shall normally take annual leave during the summer following the year in which it is earned. Exceptions may be made by the immediate supervisor if the needs of the school system and/or the employee can best be served by distributing part of the leave throughout the year.
- c. An employee shall schedule leave days in advance with his/her supervisor using the appropriate form. Changes in scheduled days of leave must be mutually agreed upon by the employee and supervisor. The minimum amount of leave an employee may schedule at any time is one-half (½) day.
- d. All twelve-month employees are strongly urged to use the eighteen (18) days of annual leave allocated each fiscal year. In cases where this is not possible, an employee who has unused annual leave at the end of any fiscal year (June 30) may carry over a maximum of eight (8) days of such unused leave to give him/her a maximum of twenty-six (26) days at

the beginning of any fiscal year. Unused annual leave which would be lost because of this limitation on carryover shall be converted to accumulated sick leave. No more than twenty (20) consecutive days of annual leave may be taken, and this may be done only during the summer months and with prior consent of the school principal or designee. Exceptions must be approved in advance by the Superintendent.

5. **FAMILY MEDICAL LEAVE ACT (FMLA)** – FMLA benefits are available to all eligible employees who have worked at least one full school year. An eligible employee is one who has been employed with the Worcester County Public Schools at least twelve (12) consecutive months and at least a total of 1250 hours of service during the twelve (12) months prior to the commencement of his/her leave.
  - a. The twelve (12) month period for FMLA shall be defined to begin on July 1 and end on June 30.
  - b. The employee may use available sick leave prior to going on unpaid FMLA leave.
  - c. FMLA leave may be used for an employee’s own serious health conditions or for the serious health conditions of those persons covered by “illness in immediate family.”
  - d. All benefits shall continue as provided in this Agreement, including health benefits.
6. **PROFESSIONAL LEAVE WITHOUT PAY** – With the prior approval of the Superintendent, employees shall be eligible for leave without pay for professional improvement training.
7. **INSERVICE DAYS** – Workshops or training shall normally be provided for employees during the regular workday. In the event an employee is required to attend a workshop or training outside the regular workday, the employee shall be compensated at the regular hourly rate.
8. **DISCRETIONARY LEAVE** – When no other leave is available or applicable, an employee may be granted leave, with or without pay, by the Superintendent provided the Superintendent is convinced, in his/her sole judgment, that such leave is necessary and warranted under all circumstances and will not adversely impact on the school system.
9. **LEAVES OF ABSENCE**
  - a. The Board shall grant leaves of absence to employees from an assignment, without pay and without experience credit, for the following reasons:
    - (1) Personal illness
    - (2) Serious illness of a member of the employee’s immediate family
    - (3) Maternity
    - (4) Adoption of a child
    - (5) Care of an infant
    - (6) Military service
  - 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 if requested by the employee, in writing, by June 1.

- c. An employee on leave may request reinstatement during the school year by giving written notification to the Supervisor of Human Resources sixty (60) days prior to the date on which the member wishes to return to service.
  - d. An employee taking an unpaid leave of absence shall be afforded the opportunity to continue health insurance benefits by paying the full cost to the Board, quarterly, in advance. Continuation of retirement benefits shall be consistent with State regulations and laws.
  - e. An employee returning from leave of absence shall be assigned to the employee's former position, if available, or to an equivalent position.
  - f. It is the responsibility of the employee to make sure that the employee complies with the rules/regulations of the Maryland State Retirement Agency and completes and submits all necessary forms.
- 10. WORKERS' COMPENSATION LEAVE** – An employee who is unable to work as a result of a job-related injury or illness and who qualifies for disability under the Workers' Compensation Law shall be granted full pay, less any salary payment made by Workers' Compensation. Sick leave will not be charged for up to a maximum of sixty (60) days for each separate work-related injury.
- 11. COURT SUMMONS AND JURY DUTY**
- a. 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 in addition to remuneration for jury duty. The employee may be required to submit a certificate of attendance.
  - b. An employee may be absent, without loss of salary, in response to a legal summons provided that he/she is summonsed as a witness or, if charged, he/she is found not guilty.
  - c. In cases where the employee initiates a court proceeding, the deduction shall be per diem the annual salary for each day's absence.
  - d. Any witness fees received for court appearance will be deducted from the employee's salary.
- 12. MILITARY LEAVE** – Leave of up to five (5) years shall be granted employees, without pay, for military service. All eligible employees shall receive full experience credit for their military service and be placed on the appropriate salary schedule upon their return to the Worcester County school system in accordance with federal and state law and regulations.



**ARTICLE XIII**  
**DURATION OF AGREEMENT**

The provisions of this Agreement shall become effective July 1, 2016 and shall remain in full force and effect until June 30, 2018. However, *Article X Wages and Salary Schedules* in Appendix A shall be open for negotiations for the 2017-2018 school year. In addition, one article may be opened for 2017-2018 by each party.

**Negotiating Team for the Board:**

Louis Taylor, Chief Negotiator  
Scott Blackburn  
Michael Browne  
Aaron Dale  
Velda Henry  
Stephen Price  
John Quinn  
Vincent Tolbert

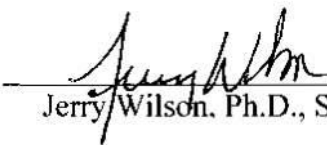
**Negotiating Team for WCESPA:**

Gary McCabe, Sr., Chief Negotiator  
Ivory Smith, President  
Tinikka Jackson, Vice President  
Denita Blake-Dale, Treasurer  
Florence Donoway  
Melody Gillespie  
Susan Matthews  
Nancy Milliner  
Donald Smack

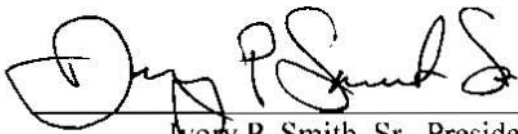
Following mutual ratification of negotiated provisions, the parties hereunto set their hands and seals this 15<sup>th</sup> day of March, 2016.

**WORCESTER COUNTY BOARD OF EDUCATION**

  
Jonathan C. Cook, President

  
Jerry Wilson, Ph.D., Superintendent

**WORCESTER COUNTY EDUCATION SUPPORT PERSONNEL ASSOCIATION**

  
Ivory P. Smith, Sr., President

**APPENDIX A**

**SALARY SCALES**

**BOARD OF EDUCATION OF WORCESTER COUNTY**

**CUSTODIANS' SALARY SCALE**

**FY 17**

<b>STEP</b>	<b>CUSTODIAN 1 8 HOURS</b>	<b>CUSTODIAN 2 8 HOURS</b>	<b>HEAD CUSTODIAN</b>
1	21,327	24,303	26,704
2	22,079	25,053	27,463
3	22,832	25,810	28,219
4	23,588	26,562	28,973
5	24,535	27,511	29,921
6	25,479	28,452	30,861
7	26,611	29,588	31,997
8	27,745	30,714	33,126
9	29,233	32,313	34,804
10	30,724	33,903	36,485
11	31,862	35,168	37,850
12	34,496	38,075	40,977

\$1,000 will be added to the appropriate scale at twenty (20), twenty-five (25), thirty (30), thirty-five (35), and forty (40) years of service; ten (10) of which must be completed in the Worcester County Public School System.

Due to the previous economic conditions, experience increments were not granted for FY 11 and FY 12.

New employee placement on the salary scale in FY 17 will be adjusted accordingly.

**BOARD OF EDUCATION OF WORCESTER COUNTY**

**EDUCATIONAL ASSISTANTS' SALARY SCALE**

**FY 17**

<b>STEP</b>	<b>180 DAYS 7 HOURS</b>	<b>188 DAYS 7 HOURS</b>	<b>HOURLY WAGE</b>
1	14,245	14,878	11.31
2	15,093	15,764	11.98
3	15,942	16,651	12.65
4	16,786	17,532	13.32
5	17,627	18,410	13.99
6	18,478	19,299	14.67
7	19,325	20,184	15.34
8	20,170	21,066	16.01
9	21,272	22,217	16.88
10	22,377	23,372	17.76
11	23,203	24,234	18.42
12	24,758	25,858	19.65

**\$1,000 will be added to the appropriate scale at twenty (20), twenty-five (25), thirty (30), thirty-five (35), and forty (40) years of service; ten (10) of which must be completed in the Worcester County Public School System.**

**\$600 will be added to the appropriate scale for any educational assistant who holds an Associates Degree.**

**\$1200 will be added to the appropriate scale for any educational assistant who holds a Bachelors Degree or higher.**

**Due to the previous economic conditions, experience increments were not granted for FY 11 and FY 12.**

**New employee placement on the salary scale in FY 17 will be adjusted accordingly.**

**BOARD OF EDUCATION OF WORCESTER COUNTY**

**FOOD SERVICE WORKERS' SALARY SCALE**

**FY 17**

<b>STEP</b>	<b>WORKER 6.5 HOURS</b>	<b>MANAGER 1 7 HOURS</b>	<b>MANAGER 2 7 HOURS</b>
1	12,054	14,410	15,578
2	12,178	14,527	15,697
3	12,301	14,628	15,832
4	12,409	14,763	15,917
5	12,532	14,899	16,070
6	12,659	15,017	16,239
7	12,802	15,173	16,377
8	12,907	15,324	16,496
9	13,346	15,850	17,073
10	13,813	16,358	17,633
11	14,407	17,088	18,429
12	15,365	18,231	19,655

**\$1,000 will be added to the appropriate scale at twenty (20), twenty-five (25), thirty (30), thirty-five (35), and forty (40) years of service; ten (10) of which must be completed in the Worcester County Public School System.**

**Due to the previous economic conditions, experience increments were not granted for FY 11 and FY 12.**

**New employee placement on the salary scale in FY 17 will be adjusted accordingly.**

**BOARD OF EDUCATION OF WORCESTER COUNTY**

**MAINTENANCE WORKERS' SALARY SCALE**

**FY 17**

<b>STEP</b>	<b>LANE 1</b>	<b>LANE 2</b>	<b>LANE 3</b>	<b>LANE 4</b>
1	22,323	31,160	34,208	34,966
2	23,108	31,947	35,442	36,963
3	23,994	32,830	36,687	38,964
4	25,171	34,011	37,925	40,964
5	26,446	35,288	39,161	42,960
6	27,725	36,561	40,404	44,962
7	29,095	37,930	41,640	46,956
8	30,672	39,510	42,882	48,958
9	32,594	41,741	45,057	51,891
10	34,517	43,977	47,231	54,829
11	36,234	46,167	49,585	58,151
12	39,228	49,983	53,684	62,954

**\$1,000 will be added to the appropriate scale at twenty (20), twenty-five (25), thirty (30), thirty-five (35), and forty (40) years of service; ten (10) of which must be completed in the Worcester County Public School System.**

**Due to the previous economic conditions, experience increments were not granted for FY 11 and FY 12.**

**New employee placement on the salary scale in FY 17 will be adjusted accordingly.**

**BOARD OF EDUCATION OF WORCESTER COUNTY**

**SCHOOL NURSES' SALARY SCALE**

**FY 17**

<b>STEP</b>	<b>RN</b>	<b>BACHELOR'S DEGREE</b>	<b>MASTER'S DEGREE</b>
1	31,538	32,571	34,395
2	33,312	34,346	36,170
3	34,540	35,573	37,399
4	35,813	36,846	38,666
5	37,220	38,257	40,077
6	38,538	39,572	41,395
7	40,043	41,075	42,897
8	40,993	42,025	43,847
9	42,898	43,966	45,785
10	44,803	45,907	47,730
11	47,033	48,194	50,061
12	50,919	52,179	54,197

**\$1,000 will be added to the appropriate scale at twenty (20), twenty-five (25), thirty (30), thirty-five (35), and forty (40) years of service; ten (10) of which must be completed in the Worcester County Public School System.**

**Due to the previous economic conditions, experience increments were not granted for FY 11 and FY 12.**

**New employee placement on the salary scale in FY 17 will be adjusted accordingly.**

**BOARD OF EDUCATION OF WORCESTER COUNTY**

**SECRETARIAL SALARY SCALE**

**FY 17**

<b>STEP</b>	<b>GRADE 4</b>		<b>GRADE 5</b>		<b>GRADE 6</b>	<b>GRADE 8</b>
	<b>10 MONTH</b>	<b>12 MONTH</b>	<b>10 MONTH</b>	<b>12 MONTH</b>	<b>12 MONTH</b>	<b>12 MONTH</b>
<b>1</b>	<b>15,840</b>	<b>19,014</b>	<b>18,456</b>	<b>22,144</b>	<b>25,431</b>	<b>30,458</b>
<b>2</b>	<b>16,667</b>	<b>19,998</b>	<b>19,682</b>	<b>23,615</b>	<b>27,233</b>	<b>32,584</b>
<b>3</b>	<b>17,488</b>	<b>20,989</b>	<b>20,547</b>	<b>24,656</b>	<b>28,375</b>	<b>34,057</b>
<b>4</b>	<b>18,310</b>	<b>21,970</b>	<b>21,320</b>	<b>25,583</b>	<b>29,690</b>	<b>35,579</b>
<b>5</b>	<b>19,133</b>	<b>22,961</b>	<b>22,230</b>	<b>26,676</b>	<b>31,003</b>	<b>37,274</b>
<b>6</b>	<b>19,952</b>	<b>23,947</b>	<b>23,236</b>	<b>27,880</b>	<b>32,365</b>	<b>38,858</b>
<b>7</b>	<b>20,776</b>	<b>24,931</b>	<b>24,232</b>	<b>29,078</b>	<b>33,781</b>	<b>40,659</b>
<b>8</b>	<b>21,598</b>	<b>25,919</b>	<b>24,820</b>	<b>29,782</b>	<b>34,705</b>	<b>41,804</b>
<b>9</b>	<b>22,799</b>	<b>27,361</b>	<b>26,060</b>	<b>31,271</b>	<b>36,457</b>	<b>43,890</b>
<b>10</b>	<b>24,002</b>	<b>28,802</b>	<b>27,299</b>	<b>32,760</b>	<b>38,206</b>	<b>45,977</b>
<b>11</b>	<b>25,196</b>	<b>30,239</b>	<b>28,657</b>	<b>34,391</b>	<b>40,110</b>	<b>48,265</b>
<b>12</b>	<b>26,879</b>	<b>32,258</b>	<b>30,570</b>	<b>36,686</b>	<b>42,787</b>	<b>51,490</b>

**\$1,000 will be added to the appropriate scale at twenty (20), twenty-five (25), thirty (30), thirty-five (35), and forty (40) years of service; ten (10) of which must be completed in the Worcester County Public School System.**

**\$600 will be added to the appropriate scale for any secretary who holds an Associates Degree in Secretarial Science or related field.**

**\$1,200 will be added to the appropriate scale for any secretary who holds a Bachelors Degree in Secretarial Science or related field or a higher degree.**

**Due to the previous economic conditions, experience increments were not granted for FY 11 and FY 12. New employee placement on the salary scale in FY 17 will be adjusted accordingly.**



**BOARD OF EDUCATION OF WORCESTER COUNTY**

**TECHNOLOGY STAFF SALARY SCALE**

**FY 17**

<b>STEP</b>	<b>SOFTWARE TRAINER</b>	<b>REPAIR TECHNICIAN</b>
1	34,208	34,966
2	35,442	36,963
3	36,687	38,964
4	37,925	40,964
5	39,161	42,960
6	40,404	44,962
7	41,640	46,956
8	42,882	48,958
9	45,057	51,891
10	47,231	54,829
11	49,585	58,151
12	53,684	62,954

**\$1,000 will be added to the appropriate scale at twenty (20), twenty-five (25), thirty (30), thirty-five (35), and forty (40) years of service; ten (10) of which must be completed in the Worcester County Public School System.**

**Due to the previous economic conditions, experience increments were not granted for FY 11 and FY 12.**

**New employee placement on the salary scale in FY 17 will be adjusted accordingly.**

**BOARD OF EDUCATION OF WORCESTER COUNTY**

**TECHNOLOGY COACHES' SALARY SCALE**

**FY 17**

<b>STEP</b>	<b>TECHNOLOGY COACH</b>
<b>1</b>	<b>33,756</b>
<b>2</b>	<b>34,600</b>
<b>3</b>	<b>35,464</b>
<b>4</b>	<b>36,352</b>
<b>5</b>	<b>37,260</b>
<b>6</b>	<b>38,193</b>
<b>7</b>	<b>39,148</b>
<b>8</b>	<b>40,127</b>
<b>9</b>	<b>41,130</b>
<b>10</b>	<b>42,160</b>
<b>11</b>	<b>43,213</b>
<b>12</b>	<b>46,321</b>

**\$1,000 will be added to the appropriate scale at twenty (20), twenty-five (25), thirty (30), thirty-five (35), and forty (40) years of service; ten (10) of which must be completed in the Worcester County Public School System.**

**\$600 will be added to the appropriate scale for any technology coach who holds an Associates Degree in Technology or related field.**

**\$1,200 will be added to the appropriate scale for any technology coach who holds a Bachelors Degree in Technology or related field or a higher degree.**

**Due to the previous economic conditions, experience increments were not granted for FY 11 and FY 12.**

**New employee placement on the salary scale in FY 17 will be adjusted accordingly.**

**Memorandum of Understanding**

February 9, 2016

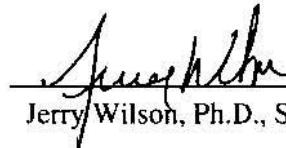
This is to affirm that the Worcester County Board of Education and the Worcester County Education Support Personnel Association have reached a mutual understanding that:

**After-School and Summer Programs** – Rates for employees working in the Summer School/After-School programs for the FY17 school year will be as follows:


Educational Assistants	\$10.75 per hour
Food Service	Normal Hourly Rate
Nurse	Same as After-School/Summer School Teacher Hourly Rate

**WORCESTER COUNTY BOARD OF EDUCATION**

  
Jonathan C. Cook, President

  
Jerry Wilson, Ph.D., Superintendent

**WORCESTER COUNTY EDUCATION SUPPORT PERSONNEL ASSOCIATION**

  
Ivory P. Smith, Sr., President

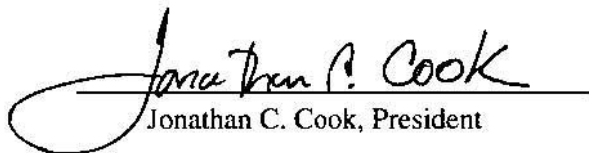
**Memorandum of Understanding**

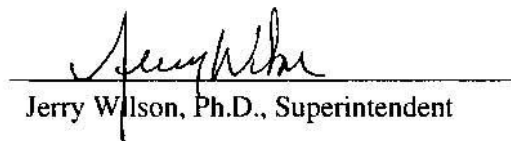
February 9, 2016

This is to affirm that the Worcester County Board of Education and the Worcester County Education Support Personnel Association have reached a mutual understanding that:

**Health Benefits - Death of an Active Employee** – Current, covered dependents of active employees shall be eligible to continue health insurance benefits upon the death of the active employee at the same cost share for a period of one year.

**WORCESTER COUNTY BOARD OF EDUCATION**

  
Jonathan C. Cook, President

  
Jerry Wilson, Ph.D., Superintendent

**WORCESTER COUNTY EDUCATION SUPPORT PERSONNEL ASSOCIATION**

  
Ivory P. Smith, Sr., President

*The Worcester County Board of Education does not discriminate on the basis of race, color, national origin, sex, disability, or age in its programs and activities and provides equal access to the Boy Scouts and other designated youth groups. The following person has been designated to handle inquiries regarding the non-discrimination policies: Supervisor of Human Resources, Worcester County Board of Education, 6270 Worcester Highway, Newark, MD 21841, 410-632-5000.*