

AGREEMENT

between

**THE CALVERT ASSOCIATION OF
EDUCATIONAL SUPPORT STAFF**

and

**THE BOARD OF EDUCATION OF
CALVERT COUNTY**

July 1, 2016 to June 30, 2020

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Article 1

Recognition and Definitions

Section 1 - Recognition

- 1. The Board of Education of Calvert County, hereinafter referred to as the "Board" or "employer", recognizes the Calvert Association of Educational Support Staff, Inc., hereinafter referred to as "CAESS," or "Association" as the sole and exclusive negotiating agent for all non-certificated employees within the unit defined herein with regard to salaries, wages, hours, and other working conditions.
- 2. The bargaining unit shall include all educational support personnel except for management personnel with supervisor, director, or superintendent in their titles, confidential employees who have access to or assist in the preparation of information relating to negotiations with employee organizations, and employees who are hired under specific grants that may or may not be funded from year to year. Non full-time employees will be permitted to purchase group health, dental, prescription drug and vision insurance coverage at full premium cost.

Section 2 - Definitions

- 1. Non-supervisory employee - includes any person who does not evaluate and/or direct the work of other employees.
- 2. Supervisory employee - includes any person who responsibly directs the work of other employees.
- 3. Confidential employee - includes individuals whose employment responsibilities require knowledge of the public school employer's posture in the collective negotiation process. CAESS will be provided a list of confidential employees annually, or whenever an interim addition/deletion occurs. This list shall be available in the Human Resources Department.
- 4. Full-Time employee - An individual regularly scheduled to work a normal work day during a normal work week for not less than 180 days per fiscal year or at least 1080 hours per year.
- 5. Normal Work Day: The normal work day, excluding the meal period, for a full-time non-supervisory support staff employee is:

| | |
|--|-------------------------------|
| Maintenance and Operations | 8 hours |
| Building Services Manager and Assistant Manager | 8 hours |
| Secretaries and Clerical | 7 hours or 8 hours |
| Instructional Assistant, Network Administrator, Specialist in Food Services, Transportation Specialist, Programmer Analyst, Computer Technician I, Network Manager, Cued Speech Transliterater, Computer Programmer, Jr. Network Engineer, Medicaid Assistant, Data Entry Clerk, IEP Clerk, Typist/Captionist, Braille Transcriber, Applications Specialist, Nurse Specialist, Staff Accountant, Financial Analyst, Registered Nurse, and Licensed Practical Nurse, Behavior Technician..... | 7 hours |
| Computer Technician, Transportation Assistant/Driver Trainer..... | 8 hours |
| Safety Advocate, Building Service Worker..... | 7 hours or 8 hours |
| In-School Intervention Assistant..... | 7 hours or 8 hours |
| *Food Service..... | 6 hours, 6.5 hours or 7 hours |
| *Bus Assistants, Before and After Child Care Employees | 6 hours or 7 hours |

*Need will be determined by the Board of Education. Full-time Bus Assistants will be guaranteed six hours, but this may necessitate their assignment as an instructional assistant for part of their six hour assignment.

- 6. Meal Period - The meal period for all full-time educational support staff shall be a minimum of 30 continuous, duty

free minutes. Buildings will schedule regular meal periods. Employees may leave the school premises during their lunch period upon signing out in the appropriate location.

7. Normal Work Week - There are five (5) normal work days within a normal work week, Monday through Friday, except for the designated weeks during the summer where the work schedule is comprised of four (4) extended hours work days.
8. Overtime – All work up to forty (40) hours will be compensated for at the regular hourly rate. Work in excess of forty (40) hours will be compensated at one and one-half the regular hourly rate. Employees shall have the option of choosing either paid time or compensatory time. This shall be noted on the appropriate overtime form. Employees may accumulate up to 240 hours of compensatory time. Any employee who has accumulated 240 hours shall only be allowed to receive paid time. Every reasonable attempt will be made to allow employees to use accumulated compensatory time as soon after it is earned as possible. Any time an employee is called back to the job site an employee shall be paid a minimum of two (2) hours. Compensation on Sunday shall be at the rate of one and one-half times the employee's hourly wage, unless the employee is regularly scheduled to work on Sunday. Holiday compensation shall be at the rate of two times the employee's hourly wage. The following will be considered holidays: Christmas Eve (unless it is a regularly scheduled workday), Christmas Day, New Year's Eve Day, New Year's Day, Easter Sunday, Memorial Day, July 4th, Labor Day, and Thanksgiving Day.

When schools and Board offices are closed, employees who are required to work in the event of inclement weather, as determined by the Superintendent or his/her designee, shall submit timesheets for time worked and will be paid one and one-half times their normal salary rate. No employees will be required to work while CODE WHITE is in effect, until such time that the Superintendent or designee downgrades the code. However, in the case of shelter coverage, employees may be required, at double their normal hourly rate, to work during CODE WHITE to provide county emergency support, but are expected to be in the safety of the facility during that time.

9. Permanent Employee: An individual employed to fulfill duties of a recurring nature which tend to perpetuate the need for a regularly assignee employee, and who has successfully completed a stated probationary period. Permanent employees are normally assigned on a ten (10) month, an eleven (11) month, or a twelve (12) month basis.
10. Probationary Employee: All educational support personnel appointments shall be for a probationary period of one (1) year. An annual evaluation is a requirement. An employee, during the probationary period, may be terminated from employment by the Department of Human Resources by giving the employee two (2) weeks' notice. The two (2) weeks' notice of termination shall not apply in cases of summary discharge for cause. All cases of summary discharge will be reviewed by the Department of Human Resources prior to issuance of summary discharge.
11. Seniority: Seniority shall be defined as length of service with the Calvert County Public Schools. It shall become effective one year following initial employment, but shall become retroactive to the first date of employment. For part-time employees excluded from the bargaining unit who become full-time employees as defined in this agreement, seniority shall be retroactive to the first day of part-time employment with the calculation of seniority based on full-time equivalent. Approved leaves of absences will neither count toward years of service for seniority purposes, nor be considered a break in service.
12. Job category shall be defined as the general classification of positions within which specific job types are included, i.e., maintenance, building service, food service, instructional assistant, secretary, nurse and bus assistant.
13. Job type shall be defined as a specific group of positions within a job category distinguishable from other groups by virtue of qualifications and duties, i.e. carpenter, plumber, technician, building service worker, food service worker.

Article 2

Superintendent and School Board Authority

Subject to the terms and conditions of this agreement and to the provisions of the Public School Laws of Maryland, it shall be the exclusive function of the Board of Education and the Superintendent 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 hiring, assignment, or transfer of employees, 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.

Article 3

Grievance and Arbitration Procedures

Section 1 - Definitions

1. A "grievance" shall mean a written statement submitted under the cover of a jointly approved form, 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.
2. A grievant is the person, persons, or CAESS making the claim.
3. Days shall mean working days as designated on the official twelve (12) month employee calendar.

Section 2 - Procedure and Steps

Within twenty (20) days following occurrence or first knowledge of the act or condition which is the basis of the complaint, the grievant may file a grievance with the school principal or his/her immediate supervisor, or such grievance shall be deemed to be waived. All written and printed matter dealing with the processing of a grievance shall be filed separately from the Central Office Personnel files of the grievant.

Step 1

The school principal and/or his/her designated representative, or the immediate supervisor and/or his/her designated representative shall have twenty (20) days to give a written decision after receipt of the grievance. Failure of the appropriate administrator to respond within the time limitations established in this section shall enable the grievant to proceed to the next step.

Step 2

If the grievance is not settled in Step 1, the grievant may appeal it to Step 2 by written notice to the Superintendent of Schools within ten (10) days after the employer's Step 1 answer. The Superintendent and/or his/her designated representative shall have ten (10) days to give a written decision after receipt of the grievance. Failure of the appropriate administrator to respond within the time limitations established in this section shall enable the grievant to proceed to the next step.

Arbitration Procedure

Any grievance concerning the alleged violation, misinterpretation or misapplication of any provision of this agreement that has been properly processed through Steps 1 and 2 of the grievance procedure as set forth above and has not been settled or waived, may be appealed to arbitration by CAESS by serving written notice on the Board within twenty (20) days after the Superintendent's answer at Step 2 of the said grievance procedure. If CAESS fails to serve such notice of its intention to arbitrate within this time limitation, it shall be deemed to have waived the arbitration and the grievance shall be considered settled.

Other Provisions

1. Selection of Arbitrator

If CAESS and the Board are unable to agree upon the selection of an arbitrator within seven (7) days after CAESS notice of appeal to arbitration, either party (upon written notice to the other party) shall request the American Arbitration Association to furnish a list of not less than nine (9) arbitrators, one of whom shall be designated by the parties as the arbitrator of the grievance. If either party fails to request the list from the American Arbitration Association within a forty (40) day time period from the date CAESS informs the Board of its intent to appeal to arbitration, their right to arbitration shall be deemed waived. Selection shall be made by the parties alternately striking any name from the list until only one name remains. The final name remaining who is available to serve shall be the arbitrator of the grievance.

2. Jurisdiction of Arbitration

The jurisdiction and authority of the arbitrator of the grievance and his/her opinion and award shall be confined to the provisions of this agreement as issued between CAESS and the Board. He/she shall have no authority to add to, alter, amend or modify any provision of this agreement. The arbitrator's authority shall include the authority initially to determine any issue raised regarding this jurisdiction, subject only to judicial stay or intervention. The arbitrator shall not hear or decide more than one grievance without the mutual consent of the Board and CAESS. The award in writing of the arbitrator, except if set aside by a court of competent jurisdiction, shall be final and binding on the aggrieved employee or employees, CAESS and the Board.

3. Arbitration Expenses

CAESS and the Board shall each bear its own expenses in these arbitration proceedings, except that they shall share equally the fee and other expenses of the arbitrator in connection with the grievance submitted to him/her.

4. Released Time

Released time shall be provided for all participants in arbitration hearings, including the grievant, CAESS representatives, and witnesses. The intent of this item is to insure that release time is kept to the minimum amount necessary.

5. In the event that the grievance is filed by CAESS, CAESS will provide the Board with the information sufficient to investigate the alleged violation including, where necessary and appropriate, names and places.
6. The Association may submit any intended class action grievance to the Superintendent or designee. The Superintendent shall rule within five (5) days if any other administrator has the authority to resolve the grievance. If no other administrator has the authority to resolve the grievance, the Superintendent or designee shall within ten (10) days from the initial submission of the grievance respond or the Association shall be free to seek arbitration of the grievance.

Section 3 - CAESS Representation

All employees shall have the right to CAESS representation at each step of the grievance procedure.

Any individual employee or group of employees shall have the right at any time to present grievances to the employer and to have such grievances adjusted, without the intervention of CAESS as long as the adjustment is not inconsistent with the terms of the agreement, and CAESS has been given opportunity to be present and make statements at such adjustment. No grievance may be submitted to arbitration without the consent of, and representation by, CAESS.

Section 4 - No Reprisals

No reprisals shall be invoked against any employee for processing a grievance or participating in any way in the grievance procedure.

Article 4

CAESS Responsibilities and Rights

- 4.1 CAESS shall serve as the organization which represents all eligible educational support staff through which the employees express their views on policy recommendations relative to conditions, salaries, and general welfare of employees.
- 4.2 CAESS shall have the right to use school facilities for non-commercial purposes as approved in advance by the principal or building supervisor. CAESS shall bear the cost of overtime payment to building service workers, if such custodial services are necessary.
- 4.3 CAESS shall have the right to distribute official materials to educational support staff members through the interoffice mail so long as it does not interfere with the distribution of the materials of the school system. At such time as employees have Board supplied electronic mailboxes, CAESS will have the right to send messages to those boxes. All CAESS materials distributed must be identified and approved by the CAESS president or his/her designee before distribution.
- 4.4 A copy of this Agreement shall be made available to each employee. The Board will post the Agreement on the Calvertnet website within thirty (30) days following ratification by both parties. All newly hired employees will be given a copy of the Agreement by the personnel office as a part of the employment procedure. CCPS will provide CAESS with one-hundred (100) copies of the printed Agreement. CAESS will supply CCPS with copies of a brochure to be distributed to all new hires at orientation providing them with information about the benefits of membership in the Association.
- 4.5 The Board shall provide CAESS with an electronic file listing all educational support staff employees on or before September 30. This list shall include the employee's name, position and job location. Such information shall not be used for commercial purposes. A list of new educational support staff will be given to CAESS on a monthly basis.
- 4.6 There shall be a bulletin board area reserved for CAESS in each school, with location to be approved by the principal, for the purpose of displaying its official notices, circulars, and other such materials.
- 4.7 Duly authorized representatives of CAESS will have access to all school buildings and to all education support employees, provided that the exercise of this right, in the reasonable view of the administrator/immediate supervisor, will not interfere with effective school operation or the employee's work assignment.
- 4.8 CAESS officers and/or representatives shall be permitted to draw upon a pool of forty (40) paid days for use in CAESS business. Any additional leave will require the approval of the Superintendent/designee in advance and satisfactory arrangements for substitutes and any necessary substitute expense shall be borne by CAESS. The use of the aforementioned leave shall require the approval of the president of the Association or his/her designee. Association leave will not be used for joint CAESS/CCPS committees, CCPS-sponsored committees requiring CAESS participation, and joint CAESS/CCPS negotiation sessions (excluding preparation time and planning meetings).
- 4.9 The Board agrees to deduct from the unit members salary membership dues for the Calvert Association of Educational Support Staff as follows: The Calvert Association of Educational Support Staff will deliver to the Board forms signed by the unit members voluntarily authorizing the Board to deduct from their salary membership dues in the Calvert Association of Educational Support Staff, the Maryland State Education Association, and the National Education Association. The deductions shall be made in twenty (20) equal installments, beginning with the salary checks issued on or about September 15 of each year. This authorization shall be valid as long as such signatures are employed in the Calvert County Public Schools, unless an employee provides written notice of his/her intent to discontinue membership. The employee must submit letters or email correspondence to this effect to both the Director of Finance and the Association prior to August 31 of any school year. In case of resignation within a school year, the balance due that year will be deducted from the employee's final salary check.
- 4.10 On an annual basis, the Board agrees to provide CAESS with an electronic file containing employee name, position title, work location, bargaining unit, and membership status.

- 4.11 The rights and/or privileges granted to CAESS in this article will not be granted to any other employee organization during the terms of this agreement.
- 4.12 The Board shall be indemnified and saved harmless against any and all claims, demands, suits or any other forms of liability that shall arise out of or by reason of action taken or not taken by the Board for the purpose of complying with any of the provisions of this policy, or in reliance on any list, notice or assignment furnished under any provision.
- 4.13 There will be no reprisal of any kind taken against any employee by reason of his/her membership in the Association or participation in any of its activities.
- 4.14 Fair Share Representation Fee
- A. For employees who were hired on or after July 1, 2015 who do not elect to join the Association, CCPS agrees to deduct from employees' salaries 100% of the fair share representation fee as follows:
- There shall be no written or signed approval form required for the deduction of the fair share representation fee from employees' salaries
 - The deductions shall be made in twenty (20) equal installments, beginning with the salary check issues on or about September 15 of each year
 - In the case of resignation within a school year, the balance due that year will be deducted from the employee's final salary check
- B. No later than November 1 of each year, CCPS will provide the Association with a list of those employees from whom fair share representation fees were deducted on the October payroll
- C. CCPS agrees to transmit such monies promptly to the Association
- D. Employees who were hired prior to July 1, 2015 will be exempted from the representation fee.
- E. The Association will certify to CCPS, in writing, the current rate of the fair share representation fee. The amount of the fee will be computed in accordance with the provisions of Section 6-407 of the Education Article of the Annotated Code of Maryland. The Association will provide CCPS, in writing, with the amount by September 5 of each year. The fair share representation fee shall be reflective of expenses incurred by the Association in negotiations, contract administration, including grievances and other chargeable activities as provided in the law. The representation fee will not include the cost of political or ideological activities unrelated to collective bargaining, other activities not germane to collective bargaining, or benefits or activities available to or benefiting only Association members (e.g., member-only insurance programs).
- F. Within five (5) days after notifying CCPS of the amount of the fair share representation fee and prior to the first deduction, the Association will send a written communication to each employee in the unit who is required to pay such a fee under this agreement. This communication will inform the employee, among other things:
- Of his/her obligation to pay a fair share representation fee to the Association;
 - Of the amount of the fair share representation fee and the manner in which it was determined;
 - Of the requirement to have the fee deducted from his/her salary. The mechanics for the deduction of representation fees and the transmission of such fees to the Association will, as nearly as possible, be the same as those used for the deduction and transmission of membership dues to the Association; and
 - Of his/her right to object to the fair share representation fee as well as the process to file an objection.
- G. Bargaining unit members may object to the calculation of fair share representation fee or object to the payment of the fee based on religious reasons.
- H. An employee who objects for reasons related to religious beliefs shall not be required to pay the fair share representation fee to the Association and instead shall be required to submit a written statement setting forth the basis of his/her religious objection. The employee will pay the equivalent amount of money to an organization approved and listed on the U.S. Office of Personnel Management "Combined Federal Campaign." The employee must provide written proof of payment to the approved substitute organization to the Association by September 5 each year. The Association will provide to CCPS a list of employees who have been granted this exception by September 15 each year.
- I. CCPS shall be indemnified and saved harmless by the Association against any and all claims, demands, suits, or any other forms of liability that shall rise out of or by reason of action taken or not taken by CCPS

for the purposes of complying with any of the provisions of this section, or in reliance of any list, notice, or assignment furnished under such provision.

- 4.15 CAESS will be afforded one (1) of ten (10) Professional Development days to provide training for all ESPs. Attendance is expected.

Article 5

Employment and Assignment

- 5.1 The Superintendent or designated representatives shall determine all educational support staff positions and appoint educational support staff to carry out the mission of the Board of Education. They shall assign employees to positions as deemed necessary and transfer them as required subject to the terms and conditions of this agreement and to the provisions of the Public School Laws of Maryland.
- 5.2 An employee who is transferred to a position of the same job type shall be paid at not less than the rate held at the time of transfer.
- 5.3 Should an employee request a transfer to a lower paying position, his/her rate of pay in the new position shall be based on the index the employee was on in his/her previous assignment. This index shall be applied to the new lower salary scale.
- 5.4 Job-related experience must be verifiable and shall be awarded at the discretion of the Superintendent or designee. Credit will be given for no more than ten (10) years of verifiable experience for employees hired after June 30, 1995.
- 5.5 An employee who is required to perform the duties of a higher paying position for five (5) or more non-consecutive full workdays in the same assignment within a consecutive two week period, shall be paid at one and one-half (1 1/2) times the employee's hourly rate not to exceed the rate of pay for the higher paying position. This pay differential shall be backdated to the first day of coverage.
- 5.6 While first ensuring adequate staff coverage and a safe working environment, the administrator/supervisor or designee will work with employees to provide reasonable time each day for employees to address personal needs and provide a respite from their duties.
- 5.7 Except for emergencies, no Instructional Assistant and In-School Intervention Assistant shall be required to substitute for a teacher. Emergency shall refer to a condition or situation which could not have been anticipated under normal circumstances.

Instructional Assistants and In-School Intervention Assistants may be used to cover for a teacher when the teacher is involved in an in-school meeting (i.e. parent conference, IEP meeting, team meetings, etc.) Every attempt will be made to limit the length of coverage during the day.

An Instructional Assistant who is required to cover for any teacher in excess of ninety (90) minutes in a workday, shall be paid \$10.00 per hour, in addition to his/her regular salary for the entire coverage period on that day.

An In-School-Intervention Assistant who is required to cover for any teacher in excess of ninety (90) minutes in a workday, shall be paid \$10.00 per hour, in addition to his/her regular salary for the entire coverage period unless the ISI Program at the school had no students scheduled on the day and time when the coverage occurred.

- 5.8 CAESS and the Board will convene a committee to begin meeting in October 2016 to study the need for and feasibility of providing planning time for assistants who are classroom-based and provide an academic intervention to students. In addition, the committee will study the practice of using ISI Assistants to substitute for teachers. The study committee will have ten members, five appointed by the President of CAESS and five appointed by the Superintendent. The study committee will provide written recommendations to the CAESS President for his/her review who will, in turn, forward to the Superintendent for his/her consideration and response. An implementation timeline for any approved change in practice will be developed.

Article 6

Separation from Service

- 6.1 Voluntary - Any employee intending to resign should give ten (10) working days written notice to his/her immediate supervisor.
- A. Resignation - Should an employee give ten (10) working days or more of written notice, regarding his/her intended resignation, his/her file shall be noted "Resigned."
 - B. Quit, Insufficient Notice - Should the employee fail to give ten (10) working days written notice, and should the Superintendent or designee not see fit to approve a shorter period due to extenuating circumstances, the employee's file shall be noted "Quit, With Insufficient Notice Given to Employer."
 - C. Quit, Without Notice - Should an employee be absent from work for five (5) consecutive work days without notifying his/her supervisor or the Department of Human Resources as to the reason for the absence, he/she shall be considered as having "Quit Without Notice" and his/her file so noted. The Department of Human Resources shall have the authority to waive this provision or reinstate such an employee if they feel circumstances were such as to make it impossible for the employee to notify his/her immediate supervisor.
- 6.2 Reduction in Force
- A. Definitions
 - 1. Reduction in force (RIF) shall be defined as the termination of an employee or reduction in time worked because of one or more of the following reasons:
 - (1) Budget allocations
 - (2) Decreased pupil enrollment
 - (3) Discontinuation or reduction of State or Federal funding for special programs
 - (4) Consolidation or closing of a school(s)
 - (5) Discontinuation of certain courses of instruction
 - (6) Administrative reorganization
 - B. Procedures - The following procedures will be followed in a reduction in force of classified personnel:
 - 1. No employee will be terminated by virtue of his/her position being abolished if a temporary employee currently holds the same type of position.
 - 2. If no temporary employee is currently holding the same type of position, probationary employees in that type of position shall be terminated next in order.
 - 3. When no temporary or probationary employee is currently holding the same type of position, employees will be terminated based on qualifications and satisfactory performance evaluations, and with all things being equal, on seniority (length of service in the Calvert County Public Schools).
 - 4. The Board shall provide thirty-five (35) calendar days written notice to all affected employees of any potential reduction in force.
 - C. Recall
 - 1. Permanent employees whose employment has been terminated as a result of a reduction in force shall be re-employed in cases where future vacancies develop in positions for which they are qualified. The

employee who was released most recently being eligible for the first vacancy.

2. Recall privileges shall exist for a one (1) year period from the official date of termination due to reduction in force.
3. Recalled employees shall be allowed ten (10) workdays from the official date of recall to respond and ten (10) workdays after response to report to work.
4. Any recalled employee shall resume employment with the salary, index, and seniority which said employee had at that the time of termination. Upon recall, all sick leave and unreimbursed annual leave shall be restored in the amount credited at the time of termination.
5. If an employee has been recalled and rejects the offer of a position, the employee shall be deemed to have waived his/her right to recall status.

Article 7

Employee Rights

- 7.1 No material related to an employee's conduct, or service, character or personality shall be placed in his/her personnel file unless justified and it is signed by the person submitting the information. The employee shall be given the opportunity to acknowledge that he/she has read such material by affixing his/her signature on the actual copy to be filed, with the understanding that such signature merely signifies that he/she has read the material to be filed and does not necessarily indicate agreement with its contents. No such material shall be used in a hearing against an employee unless opportunity for such a review has been afforded. An employee's refusal to sign will be noted by an administrator and a witness.

Any material related to an employee's conduct or service, shall not be placed in his/her personnel file unless the following statement is added to the material before the employee signs:

"The signature of the employee does not imply that the employee is agreeing to the contents of the material, but that he/she has read the material."

The employee shall have the right to answer any material filed and his/her answer shall be attached to the file copy.

An employee shall be permitted, by appointment, to examine his/her personnel file except for employment references. There shall be no separate personnel files that are not open for inspection by the employee.

An employee's personnel file shall be open to inspection only by those persons whose official or legal responsibilities require such inspection.

One (1) year after materials are placed in an employee's personnel file, the employee may petition the Superintendent to remove such material, excluding annual final evaluations that the employee feels is adverse in nature.

- 7.2 Disciplinary action or measures shall consist of: verbal warning, written warning, written reprimand, suspension and termination. Where possible, progressive discipline is to be utilized; however, where the offense is deemed to be of gross enough nature, the preceding steps may be waived and the employee may be terminated. No disciplinary action shall be taken except for just cause. No permanent employee shall be subjected to suspension or termination without being informed of the reason(s) and afforded an opportunity to give an oral response. Such employee who has been subjected to any disciplinary action or measure by the Superintendent or designee shall have, at a minimum, 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 suspension or termination decision is rendered.

Employees accused of misconduct in office, following the Administration's initial investigation of a reported incident, have the right to request that an Association representative and/or legal counsel be present at any subsequent meeting with the Administration that he/she has been advised will result in a suspension or discharge. If an employee exercises his/her right for representation at this step, the employee bears the sole responsibility of notifying the Association representative and/or legal counsel. The Association representative and/or legal counsel will make himself/herself available to meet within two duty days from the time the employee was advised of the need to meet for the above reasons. In the event the Association representative and/or legal counsel fails to appear at the scheduled date and time, the meeting shall proceed without him/her.

It is expressly understood and agreed that this provision is not intended to and does not apply to any or all meetings between employee and supervisory or administrative staff which are related to or are part of the evaluation of employee competence or any other investigation or consideration by the administration of employee competence.

It is further expressly agreed and understood that this provision is also not intended to apply to situations involving aggravated employee misconduct where the best interests of the school system require immediate paid suspension/administrative leave of the employee. The employee involved in immediate paid suspension/administrative leave has the right to request that an Association representative and/or legal counsel be present in all subsequent meetings regarding the immediate paid suspension/administrative leave.

- 7.3 Following receipt of a written reprimand for misconduct, an employee may request a meeting with his/her administrator and/or supervisor and Association representative and/or legal counsel the purpose of which is to clarify the expectations for change pursuant to the written reprimand.
- 7.4 Representatives of the Board shall meet with the representatives of the Association semi-annually to discuss suggestions for and location of inservice courses and other professional growth activities. The Board agrees to provide inservice courses for all educational support staff. In addition, employees shall be allowed to apply for job related inservice courses provided for teachers.
- 7.5 The Board shall give each employee a copy of his/her job description upon their employment, and the employee and CAESS will be notified by email of the updated job description and all current job descriptions will be posted and maintained on the Calvertnet website beginning January 1, 2017.
- 7.6 There shall be an opportunity to have at least one (1) CAESS member on every school improvement team. In any building site where a site based decision committee exists, there shall be an opportunity to have at least one (1) CAESS member on the committee.
- 7.7 Support personnel are required to perform any needed and legal tasks assigned by the Superintendent or his/her designee with the following guidelines:
 - Secretaries, building service, food service, health service, maintenance, and other support employees not identified in item 5.7 above shall not be used to cover or substitute for a teacher or to perform lunch duty, hall duty or bus duty; except in emergency situations. Emergency shall refer to a condition or situation which could not have been anticipated under normal circumstances.
 - Instructional assistants may be used to cover for a teacher when the teacher is involved in an in-school related meeting (i.e. parent conference, IEP meeting, team meetings, etc.). Every attempt will be made to limit the length of coverage during the day. Instructional assistants will not be used to cover classes so that another employee may leave early except in emergency situations. Emergency shall refer to a condition or situation, which could not have been anticipated under normal circumstances.
- 7.8 No employee shall be required to handle any object suspected of being a bomb or similar device. Employees shall be used to search for a suspected bomb or similar device only under the supervision of the appropriate bomb squad authorities.
- 7.9 New employees shall be given training/orientation as it applies to their specific job.
- 7.10 Representatives of the Board shall meet with representatives of the Association up to four times a year to share information related to health and safety in the workplace. These representatives shall be identified within thirty (30) days of ratification of this Agreement.
- 7.11 During August of each year, three (3) designated consecutive hours will be provided for employees to complete the system required online compliance training. Employees may opt to work the designated time off site in an environment that is conducive to work, with notification to their immediate supervisor.
- 7.12 An employee may advance one (1) index at a minimum on the salary schedule during any school year for which the employee receives a recommendation of rehire.

Article 8

Evaluation

- 8.1 Educational support staff shall be evaluated at least once every two years and informed of the quality of their work. In any year in which the employee is not evaluated, the employee's performance shall be considered satisfactory.
- 8.2 An employee's performance may be evaluated at any time during the school year if deemed necessary by the administrator/supervisor and specific performance deficiencies are documented in writing. However, at least thirty (30) days prior to any evaluation rating of "unsatisfactory" or "needs improvement", the supervisor must confer with the employee, identify areas of weakness, and provide recommendations for improvement in writing.
- 8.3 An evaluation conference shall be held between the principal/department head or his/her designee and the employee prior to June 1. During the conference, the employee shall review, sign, and receive a copy of the written evaluation. The employee's signature does not indicate agreement with the evaluation. The employee shall have the right to attach written comments and reactions to the permanent evaluation report, within ten days of the evaluation conference. Written comments submitted to the Director of Human Resources will be included in the online employee evaluation database no later than five (5) duty days after receipt.
- 8.4 In case of an unsatisfactory performance, the supervisor is responsible to determine the areas needing improvement and to make written recommendations for improvement.
- 8.5 When complaints regarding an employee are to be used as part of the evaluation of that employee, such complaint will be promptly investigated and called to the attention of the employee. Upon notification of such complaint, the employee will have an opportunity to review/receive a copy of the written complaint(s). The employee will be given the opportunity to respond to and/or rebut such complaint, and will have the right to be represented by the Association and counsel at any meeting or conference between the employee and supervisor regarding such complaint. In non-emergency situations, two (2) work days' notice shall be given for such meetings. A complaint is a negative comment or inquiry regarding behavior of an employee by a person not in the employ of the school system, or not acting in the role of employee if employed by Calvert County Public Schools. The complaint may be oral or written. Prior to the start of an investigation, the employee will be informed of the nature of the complaint. Upon request, the employee will be provided written notification of the known allegations against him/her.
- 8.6 The personal life of a support staff employee shall be the concern of and warrant the attention of Calvert County Public Schools (CCPS) only as it may directly prevent the employee from properly performing his/her assigned functions during the duty day and/or negatively impact normal operations in the workplace.

Article 9

Transfer

9.1 Voluntary Transfers

- A. A permanent (non-probationary) classified employee who desires to transfer to another building or department where a non-promotional vacancy in the same job type exists shall be required to apply using the CCPS online application system.
- B. Part-time employees may apply for a full-time, non-promotional vacancy in the same job type during their probationary period.
- C. Prior to the filling of any vacancy, permanent employees who have requested a transfer in a timely manner shall be guaranteed an interview with the supervisor of the position for which the vacancy exists. If any permanent classified employee seeking transfer into the vacant position is, in the judgment of the supervisor based on the interview process, as qualified as any other applicant for the position, the permanent classified employee will be given preference in the filling of the vacancy.
- D. If an employee voluntarily applies for a posted vacancy and accepts the position, the employee is not eligible to apply for another voluntary transfer for a period of nine (9) months.

9.2 Involuntary Transfers

- A. Except in emergencies, a classified employee involuntarily transferred shall be notified in person and in writing no less than two (2) weeks in advance of the intended transfer and shall have the opportunity to discuss such transfer. Emergency shall refer to an unforeseen occurrence or combination of circumstances which calls for immediate action or remedy.
- B. When the necessity for transfer is caused by a need to reduce the number of positions in a particular classification or job category in a school or department, qualifications, including training and satisfactory performance evaluations, and with all things being equal, seniority will be used for determining which employee(s) are transferred. Before an employee is involuntarily transferred, volunteers who have followed procedures outlined in Section 1.A. will be given first consideration for transfer. With all other factors substantially equal, and in the best interest of the school system, seniority will be used as the basis for determining which employee(s) are transferred if the position cannot be filled by volunteers.
- C. When new school(s) are scheduled to open and any or all support positions are to be filled by transfers from other schools or departments, the positions created by the new schools shall be posted no later than March 1. An employee desiring to transfer must submit his/her request for transfer by April 1. Before an employee is involuntarily transferred, volunteers will be given consideration based on Section 1 above. Qualifications, including training and satisfactory performance evaluations, and with all things being equal, seniority will be used as the basis for determining which employee(s) are transferred if the position cannot be filled by volunteers.

Article 10

Promotions

- 10.1 Notice of vacancies for educational support positions shall be posted on the CCPS electronic application system and an email copy of the same be sent to the Association. Vacancy postings shall reference electronic copies of job descriptions and qualifications available on the Calvertnet website.
- 10.2 The Board declares its support of a policy of filling regular promotional vacancies, whenever reasonably possible, from within its own county school system. Whenever a regular vacancy arises during the school year, the Superintendent shall promptly post a notice of same for a minimum of eight (8) calendar days on the Calvertnet website before the position is filled and notify the Association thereof. Job postings will not occur within two duty days preceding and during winter and spring recess. No position shall be filled on a regular basis for eight (8) calendar days following this notification. Among such applicants, both within and outside the county school system, if experience, competency and qualifications are relatively equal, the applicant with the greatest length of service in the county school system shall receive the preference.
- 10.3 The posting of these positions will be done at least eight (8) calendar days prior to the selection of a successful candidate.
- 10.4 Current employees of the Calvert County Public Schools shall be given consideration for promotional vacancies when they meet the job qualifications.
- 10.5 Whenever an employee is promoted, placement on the salary schedule will be the higher of the following:
- Index one (1) of the new grade on the salary schedule or
 - Seven (7) percent more than the employee would have received had he/she remained in his/her current position rounded up to the nearest salary index reflected on the new grade. In the event the employee is promoted to a position requiring a greater number of work days, the employee's current salary will be prorated accordingly before determining placement on scale.
- 10.6 This article shall not be subject to the arbitration provisions of this agreement unless there is an alleged violation of the procedural posting requirements. Any allegation that the Superintendent's action is arbitrary, unreasonable or illegal with regard to race, color, religion, gender, age, ancestry or national origin, familial status, marital status, physical or mental disability, sexual orientation or genetic information must be processed as a 4-205(c)(3) appeal.

Article 11

Inclement Weather and Local/State/National Emergency

All twelve-month educational support staff employees shall report to work as directed on days when schools are closed due to inclement weather or local/state/national emergency pursuant to the Superintendent's administrative procedures. There may be some occasions when all school offices will be closed. When all administrative offices and school offices are closed, employees designated by the Superintendent or his/her designee must report to work. The Board of Education will work to ensure the safety of said employees.

When schools are closed early due to inclement weather, Building Services Workers shall have the opportunity to report to work early at the time designated by the principal or his/her designee. The Assistant Building Services Manager must coordinate his/her schedule in order to properly secure the building following work completion by all Building Services Workers.

12-month employees will not be required to make-up days designated as either Code Red or Code White, unless the system opens on a previously closed day for all employees.

Article 12

Contract Year

The contract year for full-time twelve (12) month employees of the Board of Education shall be 245 days. The contract year for all eleven (11) month educational support staff shall be 210 days, ten (10) month educational support staff contract year shall be 190 days, except for cafeteria personnel who are employed 182 days or 184 days and bus assistants who are employed 180 days.

In addition, bus assistants and cafeteria personnel will be expected to attend one (1) professional development day each year where CAESS provides training. These employees who complete this professional development will be paid at their regular hourly rate and must submit timesheets accordingly.

In order to fulfill their job responsibilities regarding student records, registration, and immunizations, nurses may be required to work up to a maximum of twenty-one additional hours per year not to exceed 40 work hours in a given work week. The nurses will work with their building administrators to schedule this additional work time. Employees will be compensated at their regular hourly rate of pay.

Article 13

Leaves

- 13.1 Annual Leave - only twelve (12) month full-time employees earn annual leave which is accrued monthly.
- A. An employee is not entitled to use annual leave until they have been employed for a continuous period of 90 calendar days from the date of the initial appointment.
 - B. A twelve (12) month employee shall earn annual leave according to years of service with the Calvert County Public Schools as follows:

| | |
|--|-----------------------------|
| Full-Time Employees | Half-Time Employees |
| 1 - 3 years of service – 12 work days | 2.5 work days, non-accruing |
| 4 - 15 years of service – 18 work days | |
| 16-24 years of service – 22 work days | |
| 25 or more years of service – 24 work days | |
 - C. No more than thirty-eight (38) days of annual leave shall be carried over into a succeeding year. On September 1 of each year, all annual leave days in excess of thirty-eight (38) days shall be transferred to the employee's sick leave accumulation.

Employees will be compensated for no more than thirty-eight (38) days of annual leave upon separation of service.
 - D. Annual leave requests shall be made in advance and will not be denied unless the immediate supervisor feels the operation of the school/department will be adversely affected and/or an emergency situation exists. Emergency shall refer to an unforeseen occurrence or combination of circumstances which calls for immediate action or remedy.

13.2 Sick Leave - Sick leave, with pay, will be provided for employees who work the normal work day as follows:

| Schedule | No. Mos. Employee | Min. Work Days | Sick Leave Allowed Per Year |
|------------|-------------------|----------------|-----------------------------|
| Full-time | 12 | 245 | 12 |
| | 11 | 210 | 11 |
| | 10 | 180 | 10 |
| *Half-time | 12 | 245 | 6 |
| | 11 | 210 | 5.5 |
| | 10 | 180 | 5 |

*Half-time employees must work a minimum one-half of the hours per day of a regular full-time assignment to be entitled to sick leave.

- A. Sick leave to be accrued during the current year is available for use on the first day of employment.
- B. The total amount of unused sick leave that may be accumulated shall be unlimited.
- C. If the Board has reasonable cause to believe that an employee's health would be endangered by continued employment, the Board may require the employee to obtain a physician's certificate from the Board's physician relating to the employee's health at the Board's expense.
- D. The Superintendent or designee may require the employee to furnish a doctor's certificate of illness whenever there is reasonable cause to believe that an absence that exceeds three (3) days is not due to a bona fide illness or when an established pattern of leave usage has occurred.
- E. Sick leave may be used for personal illness, illness in the family or dental and medical appointments which cannot be made outside of working hours.
- F. Upon written request, the Board shall advance sick leave days which will be charged against subsequent sick leave accrual, provided that the employee has exhausted all accrued leave and the number of days advanced will not exceed ten (10) days. An employee who has a deficit in sick leave shall not be advanced sick leave. Advanced sick leave will not be applied retroactively to absences that occurred prior to the approval date. An employee, upon termination of service with the Board, who has any sick leave indebtedness, shall have the amount of such indebtedness deducted from the final salary check(s).
- G. When an employee exceeds the total sick leave days accrued, they shall have deducted their per diem rate of pay for each additional day of absence.
- H. The right of the employee to family and medical leave shall be as set forth in the Family Medical Leave Act of 1993 and Board Policy 6019.
- I. An employee who is not at work due to work-related injury or illness shall have the option to supplement worker's compensation benefits by the amount that would result in full pay, for as many days as the employee has accrued sick leave, without the employee losing any of his or her accrued sick leave.

An employee then shall continue to receive 100% of pay by virtue of worker's compensation benefits, supplemented by sick leave pay, with the sick leave being deducted from an employee's accrued amount of this time. Such an employee shall receive only worker's compensation benefits after having exhausted his or her sick leave. An employee will not be permitted to receive pay for both accrued sick leave and worker's compensation benefits for lost wages for the same period of lost time.

If an employee does not return to work following termination of worker's compensation benefits and sick leave, he or she may request a leave of absence.

13.3 Bereavement Leave -

- A. Not more than five (5) normal work days of absence with pay shall be allowed for each death in the immediate family, including child, step child, grandchild, parent, step parent, father-in-law, mother-in-law, brother, sister, husband, wife, or any person who has lived regularly in the household of the employee. Not more than two (2) working days of absence with pay shall be permitted for the death of a grandparent, son-in-law, daughter-in-law, aunt, uncle, niece or nephew.
- B. One day of leave shall be granted for the death of a brother-in-law, sister-in-law, or great-grandparent.
- C. If the deceased is an ex-spouse and/or ex-in-law and there are children between the parties, two (2) days leave may be granted. One day must be used on the day of the funeral.
- D. Should an employee be required to travel out-of-state for funeral or other bereavement related matters, other available leave may be used to extend the time allotted above. This use of leave shall not be denied.
- E. Should an employee be named executor of an estate for those relatives listed above, he/she may elect to use one (1) of the bereavement leave days in performance of this responsibility. The employee may use any

accrued sick, personal, annual leave or compensatory time for this matter. This leave shall not be denied.

- F. This leave provision shall not be applicable to employees on summer and winter breaks, unless the death happens within three (3) days before reporting back for duty.
- G. Upon written request from an employee stating the circumstances which make such leave necessary, the Superintendent may authorize the use of accrued sick, personal, annual leave or compensatory time. If the employee has exhausted all accrued leave, then the Superintendent may authorize additional bereavement leave.
- H. Bereavement leave does not need to be taken in consecutive work days.

13.4 Personal business leave will be provided based on the table below. Such leave will be granted to the employee by the immediate supervisor if the request is made in advance. No reason for the request shall be required and leave shall not be denied unless a substantial number of employees in the same job category within the school and/or school system have previously elected the same day. Any unused personal business leave will be added to the employee's sick leave. Employees who are not full-time employees must work a minimum of one-half of the hours per day of a regular full-time assignment to be entitled to personal business leave.

| Years of Experience with CCPS | Annual Personal Leave Allotment | Annual Maximum Accrual |
|-------------------------------|---------------------------------|------------------------|
| 0-14 | 3 days | 4 days |
| 15-24 | 4 days | 5 days |
| 25 or more | 5 days | 5 days |

Unused personal leave as of September 1 in excess of the maximum accrual will be rolled to sick leave.

13.5 Leave for Jury Duty

- A. Employees shall be granted leave with pay for jury duty. Employees on jury duty shall be paid their regular compensation, provided appropriate documentation from the courts is submitted to the employee's supervisor.
- B. When an employee, who is on jury duty, is excused by the court on their scheduled work day, the employee shall promptly report to work.

13.6 Maternity and Adoption Leave

- A. A permanent employee shall, upon request, be granted a leave of absence for maternity/paternity without pay or increment as deemed necessary. In the event the employee plans to request an extension of said leave, the employee shall make the request to the Board at least thirty (30) days in advance of termination of their initial leave of absence. Said leave may be extended up to one (1) full year with Board approval.
- B. A permanent employee shall, upon request, be granted a leave of absence for adoption intent. The period of leave, shall commence when the child is physically turned over to the employee-parent. Such leave shall be without pay or increment. The Board may extend the leave up to one (1) full year upon written request of the employee with at least thirty (30) days' notice.
- C. To the extent permitted by law or as permitted by the insurance contract employees on an approved leave of absence without pay shall be afforded the opportunity to continue payments towards insurance programs. The employee must pay in advance at least one (1) month of the full cost for any such benefit.

13.7 An employee who is subpoenaed as a witness in a civil or criminal case or is asked to appear as a witness for the Board with or without a subpoena shall be granted paid leave for that period of time he/she is unable to report to work. Application for such leave must be made in advance and submitted with a copy of the subpoena. An employee who is appearing as a witness for the Board shall not be charged any leave.

13.8 School Involvement - Employees who are parents and/or guardians of school age children are encouraged to

participate in school activities related to the education of their children. The employee may elect to use any accrued personal leave, annual leave, compensatory time or leave without pay for this purpose. Except in cases of emergency, the employee will request such leave at least one week in advance.

- 13.9 Other leaves of absence without pay may be granted by the Superintendent for good reason. Employees returning from such leaves will be placed in the first available vacancy in the type of position that they held at the time the leave of absence was granted.

To the extent permitted by law or as permitted by the insurance contract, employees on an approved leave of absence without pay shall be afforded the opportunity to continue payments towards insurance programs. The employee must pay in advance, at least one (1) month, the full cost for any such benefits.

- 13.10 An employee sick leave transfer process will be available for all employees who have exhausted all of their accrued sick leave, annual leave, and all but two days of personal leave, and:

- A. Who experience a medically documented incapacitating or catastrophic illness, injury or quarantine, and/or
- B. Who has a spouse, child, or parent who experiences a medically documented incapacitating or catastrophic illness, injury, or is under quarantine.
 - i. The maximum number of days that an eligible individual may receive from transfer may not exceed the specified duration per a doctor's note and no more than a total of seventy (70) of his or her work days each fiscal year or the number of work days remaining in the fiscal year for the employee, whichever is less. In the event that an employee receives less than the aforementioned maximum in their initial transfer request, the employee may make additional transfer requests during the same fiscal year up to the aforementioned maximum provided the employee remains eligible for the sick leave transfer process.
 - ii. The contributing employee must have at least fifteen (15) days of accrued sick leave following the transfer.
 - iii. Any employee who has been deemed ineligible for sick leave transfer has the right to appeal the initial decision to the Superintendent or designee and may be represented by the Association during the appeal process.
 - iv. Donated sick leave will be credited to the recipient's sick leave balance as soon as practicable upon approval by Human Resources, and will be reflected on the recipient's pay check stub in accordance to payroll deadlines. The leave will be available for the recipient to use as he/she would use his/her normal sick leave.
 - v. Sick leave will be donated in whole days only, with a minimum donation of one (1) day, but it may be used in increments as normal sick leave.

- 13.11 Employees with ten (10) or more years of experience earned in Calvert County Public Schools shall be allowed to convert one day of sick leave per school year, to be used as personal leave when all personal leave has been exhausted.

- 13.12 Employees will receive approved professional leave to attend the Maryland State Education Association (MSEA) Fall Conference, provided they submit proof of conference attendance to their supervisor upon their return.

Article 14

Fringe Benefits

- 14.1 For 2016-2017, the health, prescription drug, vision, and dental contract language will remain unchanged.

Beginning 2017-2018, the health, prescription drug, vision, and dental contract language will remain unchanged with the following exception:

The Board shall provide a prescription drug benefit for plan members. The prescription drug copay structure shall be as follows: \$8 for generic, \$15 for formulary, and \$30 for non-formulary.

Beginning 2018-2019, provided the FY17 and FY18 salary increases are funded, the health, prescription drug, vision, and dental contract language will remain unchanged with the following exception:

CCPS shall provide coverage for Emergency Room and Urgent Care services. The member's copay for Emergency Room will be \$30 per visit for all plans. The member's copay for Urgent Care will be \$10 per visit for all plans. The Emergency Room and/or Urgent Care copay will be waived if the member is admitted to the hospital. Accidental injuries that result in emergency room visits will not be charged copays.

The Board shall offer three health insurance programs: a Traditional plan, a PPO plan, and an HMO plan. A new employee hired on or after July 1, 2001 may not enroll in the Traditional plan for the duration of this contract. Details for the Traditional, PPO, and HMO health insurance plans can be found in the current CCPS Health Benefits Options booklet.

Contributions for employee health insurance costs will be calculated on a pre-tax basis, to the extent allowed by law.

The projected dollar amount of premium cost increase reflects an agreed upon percentage of the premium costs and shall be included in the terms of this agreement. In all three plans, the employee will pay 10% of the Individual Plan premium cost, 20% of the Family 2-Employees Plan premium cost, and 28% of the Self/Child, Self/Spouse, and Family Plan premium cost.

CCPS shall offer a dental insurance and vision insurance plan. Details for the dental and vision insurance plans can be found in the current CCPS Health Benefits Options booklet.

In the vision and dental plans, the employee will pay 10% of the Individual Plan, 20% of the Family 2-Employees Plan premium cost, and 28% of the Self/Child, Self/Spouse, and Family Plan premium cost.

The Board shall provide coverage for air ambulance (helicopter) transportation for the Traditional and PPO plans at 100% of the allowable benefit and for the HMO at 100%, if medically necessary as defined by the plan provider. The maximum annual benefit for air ambulance transport will be \$15,000.

- 14.2 A copy of the plan document as provided by the healthcare providers to CCPS will be available for review at the Board, upon request of the Association. The settlement agreements, experience reports, and the annual renewal document as provided by the healthcare providers to CCPS will be shared with CEA and CAESS within thirty (30) work days of request.

- 14.3 The Board, working with CEA and CAESS, shall be committed to cost containment measures and savings on all aspects of the health care program. The Board reserves the right to bid the Board-sponsored Health Plan. CEA and CAESS will have the opportunity to read and offer input to all responses to all requests for

proposals for health plans within fifteen (15) work days of receipt of all proposals by the Board.

14.4 Flexible Spending Accounts

The Board of Education will make available flexible spending accounts, as provided under Internal Revenue Service regulations, for dependent care and health care costs. Payroll deductions shall begin subsequent to making necessary changes to the Board's payroll processing system and selecting a third party administrator.

14.5 Healthcare Benefits Committee

The parties shall establish a Healthcare Benefits Committee to promote a better understanding of the CCPS healthcare insurance program, its implementation and utilization. The Committee has no administrative or managerial authority. The Committee will meet a minimum of two times per year. The Committee will include four members appointed by CEA, four members appointed by CAESS, and eight members appointed by CCPS. CASA and Meet & Confer may also appoint four members each to participate in the Committee. Either party may appoint one or more outside consultants who shall be permitted to attend.

TRADITIONAL PROGRAM

BASIC HOSPITAL AND MEDICAL/SURGICAL CARE

Inpatient

| | |
|------------------------|--|
| Hospital Benefits | 70 days of inpatient Medical Surgical care and 30 days of inpatient Psychiatric care are covered in full to include ancillary services and semi-private room rate (private room when medically necessary). |
| Extended Care Facility | Two days coverage for every unused hospital day. |
| Physician Services | Surgery, Maternity, and Medical care are covered at 100% of Allowed Benefit (AB). |

Outpatient

| | |
|----------------------|--|
| Surgical Services | Hospital and/or physician services covered at 100% of AB. |
| Accident Benefits | Hospital and/or physician services paid at 100% for services within 72 hours of an accident and for 2 follow-up hospital visits. |
| Medical Emergency | Hospital and/or physician services covered at 100% of AB. |
| Physical Therapy | 100% of AB. 100 units per benefit period (1/1 - 12/31). |
| X-ray and Laboratory | Paid at 100% of AB. No maximum. |

MAJOR MEDICAL

Program provides benefits after basic coverage is exhausted, and for medical office visits, ambulance care and durable equipment.

| | |
|------------------------|------------------------------------|
| Deductible | \$100 per individual, \$300/family |
| Coinsurance | 80/20 |
| Stop Loss | \$2,000 per individual |
| Outpatient Psychiatric | Per State Mandate |

Notes:

- A. All percentages are subject to UCR determination.
- B. Case Management program included.

PPO PROGRAM

HOSPITAL

IN PPO

OUT OF PPO

| | | |
|--|--|---|
| Inpatient Medical Care | 365 days of care in full | 365 days of care subject to deductible and co-insurance |
| Outpatient Hospital Care Accidental injury/hospital (only if seen within 72 hours of accident) | Hospital paid in full | Paid as in PPO care |
| Outpatient Radiation/Chemotherapy | Hospital \$25 copay. Health Care practitioner in hospital \$10 copay. | Subject to deductible and co-insurance |

PROFESSIONAL CHARGES

| | | |
|--|---|--|
| In or Outpatient surgery | Covered at 100% of AB. | Subject to deductible and co-insurance |
| Voluntary Second Opinion | Covered 100% of AB after \$10 copay. | Covered at 80% |
| Inpatient medical care | Covered at 100% of AB. | Subject to deductible and co-insurance |
| Accidental injury care within 72 hours | Covered at 100% of AB. | Covered at 100% |
| Outpatient Radiation/Chemotherapy | Hospital \$25 copay. Health Care practitioner covered at 100%/hospital \$10 copay. Health Care practitioners/office \$10 copay. | Subject to deductible and co-insurance |
| Outpatient Medical | \$10 copay in a hospital, | Subject to deductible and co- |

\$10 office copay

insurance

**DIAGNOSTIC
OUTPATIENT**

Outpatient X-ray and Lab

\$25 copay in a hospital/ facility,
\$10 office copay

100% of AB after \$25 copay
(hospital setting). Subject to
deductible and co-insurance
(office setting)

MISCELLANEOUS CARE

Outpatient Physical Therapy
100 visit limit per benefit period

100% of AB in a hospital

Subject to deductible and co-
insurance

Psychiatric Care

100% of AB Subject to State
Mandate

Subject to State Mandate
Out of PPO 80%

Outpatient in PPO
1-5 Visits 80%
6-30 Visits 65%
31+ Visits 50%

Out of PPO
Deductible - \$100 Individual
Deductible - \$200 Family

***If a Patient is referred out of PPO by a PPO physician, the provider will be paid as if he/she were a PPO provider, and out of PPO deductibles and copayments will not apply. Any PPO copayment will apply.**

Substance Abuse

Subject to State Mandate

Subject to State Mandate

Private Duty Nursing

Outpatient only.
Pre-certification required
100% of AB

Outpatient only.
Pre-certification required and
subject to deductible and copay

Deductible

None

\$100 Ind/\$200 family

Copay

\$25 Emergency Room
\$10 office as indicated

20% to out of pocket limit

See Item 14.1 above for information about emergency room and urgent care copays beginning FY19.

Out of pocket

Combined amount - in and out
of PPO, \$500 individual, \$1000
family

Combined amount - in and out
of PPO, \$500 individual, \$1000
family

A - Admission Review

B - Voluntary Second Surgical Opinion

C - Mental Health and Substance Abuse Review Program

D - Care Management

*Note - All out of PPO payments are subject to UCR determination

HMO PROGRAM

The Board will offer an HMO product option to all eligible participants beginning in FY 2005. The specifications and carrier to be determined by the Superintendent in consultation with representatives of the three bargaining groups.

PRESCRIPTION DRUG

Programs cover legend drugs subject to a per prescription copay of \$10.00. If a generic drug is available, program covers the brand name to cost of the generic. **See Item 14.1 above for information about prescription drug copays beginning FY18.**

VISION CARE

A specific fee schedule applies benefits toward charges for eye examination once every 12 months and necessary lenses and frames once every 12 months.

| | |
|-----------------|-------|
| Vision Exam | \$110 |
| Frames | \$110 |
| Lenses per pair | |
| Single | \$95 |
| Bifocal | \$125 |
| Trifocal | \$150 |
| Lenticular | \$200 |
| Contacts | \$380 |

DENTAL BENEFITS

| | | |
|---|---|--|
| Class I | Preventive and Diagnostic Services | Covered at 100% |
| Class II (includes inlays and crowns) | Surgical and Restorative Services 20% member copayment | Subject to annual deductible |
| Class III | Prosthetics | Subject to annual deductible and a 50% member copayment |
| Class IV | Orthodontics | Care subject to 50% member copayment at an \$800 lifetime maximum |

| | |
|---------------------------|--|
| Annual Program Deductible | \$25 per individual and \$50 per family deductible applies to Class II and Class III services |
| Annual Program Maximum | All care, except Class IV services, are subject to an annual maximum of \$1,800 |
| Lifetime Maximum | Only Class IV services are subject to a lifetime maximum. Program provides up to \$800 for orthodontic care |

NOTE: The Board reserves the right to place all insurance programs out on bid provided the specifications and plan design provides to members no less benefits than those provided during the previous contract period.

- 14.5 The Board shall provide Group Term Life Insurance with double indemnity for accidental death for all active, full-time employees. The amount of life insurance per employee shall be 150 percent of annual salary. The Board will provide, at no cost, a \$10,000 term life insurance policy for all retirees.
- 14.6 Support Service Personnel shall be reimbursed at the IRS mileage reimbursement rate per mile for all mileage which is driven in connection with the employee's job, subject to approval by the immediate supervisor.
- 14.7 The Board shall reimburse a full-time employee at a rate of 100% of the tuition rate per hour for any job related course work mandated by the Maryland State Department of Education with a maximum of nine (9) semester hours per year.
- 14.8 The Board shall reimburse all full-time support service employees 100% of all courses of instruction mandated by the Calvert County Public Schools.
- 14.9 The Board shall reimburse an employee at a rate of 100% of the cost for course work required to maintain the employee's license. The Board shall reimburse an employee at rate of 100% of renewal cost for any licensure or certification required for continued employment. All courses must be approved in advance by the immediate supervisor and the Director of Human Resources. The Board shall also pay for pre-approved training that will keep the aforementioned employees current and up-to-date in their respective fields and trades.
- 14.10 Any employee completing thirty (30) semester hours of college credit in an approved regionally accredited institution shall receive a salary differential of \$325 unless said credits are part of the job requirements. For every additional 30 semester hours of college credit in an approved regionally accredited institution, an employee shall receive an additional \$325 salary differential.
- 14.11 CCPS will reimburse support employees at a rate of \$3,050 for satisfactorily completed course work with a grade of 'C' or better, provided the courses are job-related and have been approved in advance. In no case, however, shall an employee be reimbursed for more than the actual tuition cost per credit hour. The maximum annual reimbursement shall be \$3,050 for an employee per school year.
- 14.12 CCPS will provide employees with an official employment identification card that will be displayed on their person during the contractual work day. Replacement charge shall not exceed the actual replacement cost of the official employment identification card.
- 14.13 The Board of Education will reimburse each School Nurse and Food Service employee up to \$300 for the purchase of work-related uniforms (tops, pants, shoes) upon presentation of a proper receipt to the Finance Department.
- 14.14 The Board will provide safety back supports for all employees requesting one.
- 14.15 The Board will pay 75% of the cost of the individual plan for retirees for health, vision care, dental and prescriptive drug insurance pursuant to the above specifications. The retired employee shall be responsible for the remainder of the premium cost for this coverage as well as the full premium cost for any dependency coverage. The employee must be retiring from the Calvert County Public Schools with five or more years of creditable service in Calvert County to be eligible for this benefit and must be receiving retirement benefits from either Maryland Retirement System.

The insurance program is not available for those past or present employees who leave the employment of the Board of Education of Calvert County after five years and vest their retirement contributions. The only exceptions are those employees who have left with twenty-five years of creditable service and no less than the last five years of that service with the Board of Education of Calvert County shall be allowed to continue their coverage at no cost to the Board.

Retirees' insurance coverage at the age of 65 will be converted to the appropriate Board of Education program.

Premium contributions for retirees shall be deducted from their monthly pension check issued by the Maryland Retirement Systems. If the premium cost exceeds the amount of the retirees' pension check, the retiree must pay the difference two months in advance to the Board of Education of Calvert County.

If a retired employee or a current employee who retires, declines to join, defaults premium, or drops coverage, they will no longer be eligible for the Board's insurance programs.

In the event of the death of the employee, the spouse may convert to private coverage pursuant to the provisions of the respective insurance carriers.

In the event of a health care premium holiday, retired members of any health care plan shall receive the premium holiday.

14.16 Members of the bargaining unit who reside outside of Calvert County shall have the right to enroll their child or children in accordance with Calvert County Public Schools policies at 35% of the applicable Board approved tuition rate.

14.17 The Board will provide the following wellness incentive stipend related to sick leave usage:

| | |
|---|-------|
| No days used | \$500 |
| Greater than 0 days and no more than 2 days | \$300 |
| Greater than 2 days and no more than 3 days | \$150 |

14.18 Educational support employees who enroll or are already enrolled in the CCPS/Calvert Memorial Hospital Wellness Program will receive up to a \$300 annual stipend. This stipend will be applied on a 24-pay basis to cover program costs via payroll deductions.

Article 15

Payroll

- 15.1 CCPS will make two (2) salary payments monthly, on or about, but no later than the 15th and 30th of every month. All employees are encouraged to have automatic payroll deposit.
- 15.2 The Board agrees to deduct from employee's salary payments the following:
 - A. Current Educator's Income protection plan
 - B. Tax shelter annuities approved by the Superintendent
 - C. Group Insurance

Article 16

General Provisions

- 16.1 If any of this agreement is held to be contrary to law by a court of competent jurisdiction, such provision will not be deemed valid and subsisting except to the extent provided by law, but all other provisions will continue in full force and effect. The parties will meet not later than fifteen (15) work days after such holding for the purpose of renegotiating the provisions affected. Further, if the language of Evaluation - Article VIII, Transfer - Article IX, or Promotions - Article X is finally ruled to be not legally negotiable in the State of Maryland, the parties shall immediately remove from the Negotiated Agreement those provisions ruled to be illegal and meet not later than 15 work days after such removal for the purpose of negotiating any possible legal language.
- 16.2 The Public School Laws of Maryland shall be followed if the parties reach impasse in negotiations.
- 16.3 No later than December 2nd of the final year of this agreement the parties shall begin good-faith negotiations for the purpose of entering into a successor agreement.
- 16.4 The Board and the Association agree, if and when, legislation of the Maryland General Assembly is passed that will allow the Board and the Association to legally negotiate Agency Fee language, the Board and the Association will reopen negotiations for the limited purpose of negotiating language on Agency Fee. This reopening of negotiations shall be done within fifteen (15) work days of passage and signing of the legislation by the Governor of the State of Maryland.
- 16.5 In the event that the Board decides to implement year round schools during the term of this contract, the Board and Association will immediately open negotiations on this item.

Article 17

Duration

The provisions of this agreement shall become effective July 1, 2016 and shall remain in effect until June 30, 2020.

Article 18
Salary

18.1 For 2016-2017:

- One (1) step retroactive to July 1, 2016
- Rename "17 + 1%" as Step 18
- Add Step 19 (1% more than Step 18)

For 2017-2018*:

- One (1) step
- One (1) restoration step for current employees who were employed during the 2014-2015 school year
- Add Step 20 (1% more than Step 19)
- Add Step 21 (1% more than Step 20)

For 2018-2019*:

- One (1) step
- One (1) restoration step for current employees who were employed during the 2013-2014 school year
- Add Step 22 and beyond (1% more than Step 21)

For 2019-2020*:

- One (1) step
- 1% COLA

CAESS and the Board will convene a committee to begin meeting in November 2016 to study placement of newly hired and current support employees on salary scales. The study committee will have ten members, five appointed by the President of CAESS and five appointed by the Superintendent. The study committee will provide written recommendations to the CAESS President and the Superintendent.

*If the Calvert County Board of County Commissioners does not approve enough funds for the Board of Education to fully implement the negotiated agreement in any year of the Agreement, the parties shall renegotiate Article 18 of the Agreement and any additional mutually agreed upon articles of the Agreement. Such renegotiations shall commence within ten (10) days after the Board of Education's receipt of the County's approved budget for the upcoming fiscal year. Any resolution reached through renegotiation shall constitute the final Agreement between the parties. In the absence of agreement, the Statute and any relevant decisions will control any further procedure.

In the event that there is a reduction of funds that has caused renegotiations resulting in a reduction of a benefit previously negotiated, and subsequent non-restricted funds are appropriated by the County Commissioners and made available to the Board of Education during the fiscal year affected by such renegotiations, the Board of Education commits to use, to the extent practicable, said identified non-restricted County funds towards the restoration of the negotiated benefits that were previously reduced.

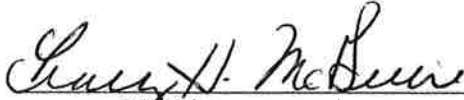
IN WITNESS HEREOF, the parties hereunto set their hand and seal this 13th day of October, 2016.

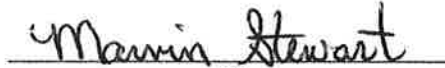
BOARD OF EDUCATION OF
CALVERT COUNTY

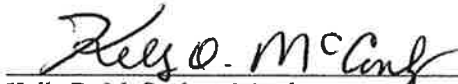
CALVERT ASSOCIATION OF
EDUCATIONAL SUPPORT STAFF


Pamela L. Cousins, President


Amelia S. Jeffries, President, PPMS


Tracy H. McGuire, Vice President


Marvin D. Stewart, Vice President, PAC

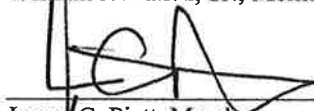

Kelly D. McConkey, Member

 (sec)
Jean W. Ramos, Team Member, PAC


William J. Phalen, Sr., Member

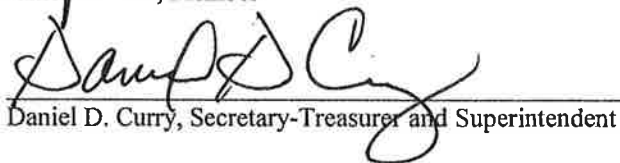
N/A




James C. Piatt, Member

N/A




Daniel D. Curry, Secretary-Treasurer and Superintendent


Josh Ardison, Chief Negotiator, MSEA

| POSITION TITLE | SALARY SCALE | POSITION TITLE | SALARY SCALE |
|-------------------------------------|---------------------|---|---------------------|
| ABA Technician | 023 | Food Services Worker | 001 |
| A/C & Heating Mechanic | 019 | Food Services Clerk | 017 |
| Accounts Payable Clerk | 017 | IEP Clerk | 017 |
| Accounts Payable Clerk - Head | 021 | Infant & Toddler Technician | 023 |
| Administrative Assistant | 029 | Instructional & Community Program Clerk | 017 |
| Alternative Education Asst. | 008 | Instructional Assistant – 1 | 006 |
| Application Specialist | 031 | Instructional Assistant - 2 | 008 |
| Assistive Technology Technician | 023 | In-School Intervention Assistant | 018 |
| Assistant Custodial Services | 022 | Laborer | 003 |
| Auto Mechanic | 019 | Locksmith | 014 |
| Behavior Technician | 018 | McKinney-Vento Liaison Specialist | 028 |
| Benefits Specialist | 029 | Medicaid Assistant | 017 |
| Braille Transcriber | 025 | Mentorship Coordinator | 014 |
| Budget & Grants Specialist | 018 | Network Engineer – Junior | 027 |
| Building Automation Systems Spec | 028 | Network Engineer – Senior | 031 |
| Building Services Worker | 003 | Network Manager | 031 |
| Building Services Asst. Manager – 1 | 007 | Nurse Specialist | 028 |
| Building Services Asst. Manager – 2 | 011 | Painter | 014 |
| Building Services Manager – 2 | 013 | Payroll Clerk | 017 |
| Building Services Manager – 3 | 014 | Payroll Clerk – Head | 021 |
| Building Services Manager – 4 | 016 | Payroll Systems Manager | 023 |
| Bus Assistant | 006 | Physical Therapy Assistant | 025 |
| Cafeteria Manager – Assistant | 004 | Plant Engineer | 024 |
| Cafeteria Manager – 3 | 011 | Plumber | 014 |
| Cafeteria Manager – 4 | 015 | Plumber – Licensed | 019 |
| Carpenter | 014 | Receptionist | 012 |
| Certification Specialist | 021 | Registrar | 017 |
| Child Care Assistant | 001 | Roofer | 009 |
| Child Care Director | 005 | Routing Specialist | 018 |
| Child Care Group Leader | 002 | Safety Advocate | 020 |
| Child Care Senior Director | 010 | School Nurse – LPN | 020 |
| Computer Programmer | 030 | School Nurse – RN | 028 |
| Computer Technician | 023 | Secretary – 2 | 012 |
| Coordinator | 014 | Secretary – 4 | 017 |
| Cued Speech Transliterater | 025 | Secretary – 5 | 021 |
| Data Entry Clerk | 017 | Secretary – Executive | 026 |
| Data Entry Specialist | 029 | Shipping Specialist | 014 |
| Driver – CDL | 009 | Sign Language Interpreter | 025 |
| Driver – Non-CDL | 003 | Specialist in Food Services | 020 |
| Drywall Specialist | 014 | Staff Accountant | 029 |
| Electrician | 019 | Title 1 Assistant | 008 |
| Electrician – Licensed | 024 | Trans. Asst. - Driver Trainer | 014 |
| Electronics Technician | 023 | Typist Captionist | 025 |
| Energy & Environmental Spec | 027 | Water Treatment Specialist 1 | 014 |
| Equipment Operator | 009 | Water Treatment Specialist 2 | 019 |
| FMLA & WC Specialist | 029 | Work Order Technician | 017 |
| Financial Analyst | 027 | | |

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CAESS 2016-2017

Table with 32 columns (Index 1-32) and 19 rows. Values range from approximately \$12.57 to \$57.00. The table shows a general downward trend in values from left to right and top to bottom.

CAESS 2017-2018

Table with 32 columns (Index 1-32) and 19 rows. Values range from approximately \$12.57 to \$57.00. The table shows a general downward trend in values from left to right and top to bottom.

