

**COMPREHENSIVE AGREEMENT**

**BETWEEN**

**THE BOARD OF EDUCATION  
OF  
TALBOT COUNTY**

**AND**

**THE TALBOT COUNTY  
EDUCATION ASSOCIATION**

**SUPPORT STAFF**

**JULY 1, 2009 - JUNE 30, 2013**

## **Article I: Recognition**

- A. This Comprehensive Agreement (“Agreement”) is entered into by and between the Board of Education of Talbot County, hereinafter designated as the “Board,” and the Talbot County Education Association (“TCEA”) /Maryland State Teachers Association (“MSTA”)/National Education Association (“NEA”), hereinafter designated as the “Association.” The Agreement shall become effective upon ratification by the Board and the Association.
- B. The Board recognizes the Association as the exclusive representative for all employees in the bargaining unit hereinafter defined, in accordance with Title 6, Subtitle 5, of the Education Article of the 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 of these new positions at least once each school year. 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.
- C. The term “unit member”, when used hereafter in this Agreement, shall refer to all employees represented by the Association as defined in this Agreement, unless otherwise indicated.
- D. The rights and/or privileges granted to the Association in this Agreement will not be granted to any other employee organization.
- E. Unit Designations: Members of the bargaining unit are non-supervisory permanent education support employees who work thirty-five (35) hours or more per week for ten (10) or more months per year, excluding managerial, supervisory, and confidential employees.
- F. There will be no reprisals of any kind taken against any unit member, by reason of his/her membership in the Association.
- G. 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established practice, policy, rule, or regulation which is in conflict with a provision of this Agreement shall be superseded and replaced by this Agreement.

Any language in this Agreement which, by decision of the Maryland State Board of Education or a court of competent jurisdiction, constitutes an illegal subject of bargaining, whether as a result of a proceeding involving the Board and the Association or any other board of education in the State of Maryland, shall result in the nullification of the affected language in this Agreement and the affected language shall be removed at the next printing of the successor to this Agreement. In the event said language is found to be a legal subject of bargaining by subsequent decision of the Maryland State Board of Education or a court of competent jurisdiction, the language shall be reinstated at the next printing of the successor of this Agreement.

- H. The terms “Board” and “Association” shall include authorized officers, representatives, and agents. Despite references herein to the “Board” and “Association”, the Board reserves the right to be represented hereunder by committee or designated representatives.

## **Article II: Association Rights**

- A. There will be a place made available by the Board in each building to post Association notices and at no time will these notices contain information that can be construed as being detrimental to the Board, the administration of the Talbot County Public Schools, or the Association. The Board may remove any posting that it considers to be detrimental to the Board and/or the Talbot County Public Schools. The Association may request a mutual review for reconsideration.
- B. Duly authorized representatives of the Association may transact official Association business on school property before and after school hours and by appointment during designated lunch periods, provided this shall not interfere with or interrupt school operations during this period of time. Such business shall include the ability to use the Talbot County Public Schools e-mail computerized message system for legitimate, Talbot County Public School-related Association business. If the Association wishes to send a message to a group of employees instead of a single addressee, such messages shall be pre-approved by the Superintendent or designee prior to sending the message. At no time will any e-mail messages contain information that is construed by the Talbot County Public Schools as being detrimental to the Board, administration of the Talbot County Public Schools, employees, students, or parents.
- C. The Association shall have the right to use school facilities for meetings, without cost at reasonable times beyond the work day and upon meeting all appropriate application and utilization procedures established by the Board. The School Manager or Principal shall be made aware of building use requests to assure there are no scheduling conflicts.
- D. Duly authorized representatives of the Association may be allowed on school property to distribute materials to boxes and post notices by following visitor security procedures.
- E. The President of the Association or his/her designee who is an elected official of the Association shall, upon written notification to the Superintendent of Schools (or his/her designee) shall be granted up to ten (10) days per year for Association business. The Association will reimburse the Board for the cost of a substitute if necessary.
- F. The Board will provide the Association, upon request, all reasonable information concerning the financial resources of the system as included in annual financial reports, individual and group insurance premiums, experience figures and such other information that will assist the Association in representing eligible unit members in negotiations and in grievances, so long as the Association provides all reasonable information to the Talbot County Public Schools that will assist the school system in negotiations and grievances. Neither the Board nor the Association will be required to create any documents to respond to a request for information. The Association shall bear the expense of duplicating any documents requested from the Board and the Board shall bear the expense of duplicating any documents requested from the Association. There will be no charge for twenty (20) or fewer copies.
- G. The Association will be provided a copy of Board meeting agendas prior to meetings. A copy of approved Board Open Session minutes will be provided to the Association promptly following approval of the minutes.
- H. The Board shall provide the Association with a list of Association eligible unit members, which will include their names and building assignments once per school year. Once per school year, the Board shall provide the Association with a list of all changes including resignations, promotions and new assignments.

- I. The Board agrees to make payroll deductions for professional dues to NEA, MSTTA, and TCEA under the following conditions:
1. The Board shall make payroll deductions for membership dues in TCEA/MSTTA/NEA, if individually and voluntarily authorized by the unit member before September 30, on an enrollment membership form provided by the Association and approved by the Board. The form shall contain the member's signature.
  2. The Association's treasurer or designee shall deliver the dues authorization forms and resignation letters to the Controller's office by September 30 of each year. Forms submitted after September 30 shall go into effect as soon as administratively feasible and the deductions shall be pro-rated for the number of pay periods remaining so that deductions for all unit members shall be identical.
  3. The unit member's authorization shall be irrevocable for a period of one school year and shall be valid as long as such signatories are employed in Talbot County Public Schools, unless they countermand it in writing to the Association with a copy to the Board prior to September 30 of any school year.
  4. Deductions shall be made in equal installments beginning with the first pay period in September and ending with the second pay period in June, except for those unit members newly employed after September 10, in which case their deductions shall be in equal installments ending with the second pay period in June.
  5. In order that dues can be deducted any year, the Association shall verify, in writing, to the Board by August 30th, the current rate of membership dues in TCEA/MSTTA/NEA and the Board shall transmit all dues deducted to TCEA/MSTTA/NEA treasurer as expediently as possible.
  6. If the Board is aware of, and in the event of, a unit member's resignation, termination, or leave of absence during the school year, except in case of death or retirement the balance of the annual dues authorized shall be withheld from his/her final salary installment, provided this information has been printed on the original enrollment forms. If a unit member's final salary payment is not enough to meet the remaining dues responsibility, the collection of such monies shall rest entirely with the Association.
  7. The Association shall indemnify and save/hold the Board of Education harmless of any and all claims, grievances, demands, actions, suits, or other forms of liability or damages that arise out of, or by reason of any action taken or not taken by the Board for the purpose of complying with any of the provisions of this article and the Association assumes full responsibility for the disposition of the funds deducted under this article as soon as they have been remitted by the Board to the Association.
  8. The Board will deduct from unit member's salaries, voluntary contributions to the Association/MSTTA/NEA Fund for Children and Political Education.

J. Attendance at Annual Convention

1. The Board will provide release time, without loss of pay or benefits, up to one (1) working day per designated unit member per school year to attend the Annual Convention of the Maryland State Teachers Association. Except in case of emergency, no

later than ten (10) working days prior to the dates for which release time is being requested, the President of the local Association shall certify, in writing to the Superintendent of Schools, the names of official delegates (with a maximum of one (1) delegate per fifty (50) actively employed unit members) and up to three (3) additional unit members whose attendance is required at the convention.

2. The Board will guarantee the voluntary use of annual leave for eleven (11) month (210 days) and twelve (12) month (245 day) unit members to attend the Annual Convention of the National Education Association provided ten (10) days written notice is given.

### **Article III: Salaries**

#### **A. Salary Schedule (See Appendix)**

The salary scale for 2009-10 will be increased across the scale by the one year percentage rise in the December, 2008 national Consumer Price Index for All Urban consumers (CPI-U), or 3.5 per cent, whichever is greater, rounded to the nearest \$100. The Board may, at its discretion, provide a larger scale increase than that shown above.

The salary scale for successive years of this Agreement will be increased across the scale by the one year percentage rise in the prior December national Consumer Price Index for All Urban consumers (CPI-U), or 3.5 per cent, whichever is greater, rounded to the nearest \$100. The Board may, at its discretion, provide a larger scale increase than that shown above.

In the event that the Bureau of Labor Statistics fails to publish the Consumer Price Index (CPI-U), or substantively alters the methodology used to determine this Index, the Board and the Association agree to meet to discuss whether or not to apply an alternative index.

- B. If a unit member is called to return to the work site, he/she will be reimbursed for mileage only from home to the worksite and back at the IRS rate.
- C. The Board shall provide written notice of placement on the salary schedule on or before September 20<sup>th</sup> of each school year.
- D. The Board agrees to direct deposit all unit members' payroll earnings into the financial institution of their choice. All unit members shall receive direct deposit of their payroll earnings. Unit members shall provide the Board with their account number and their financial institution's name, address and federal routing number. Unit members' earnings will be paid/deposited on the 15<sup>th</sup> day of the month (or last workday before the 15<sup>th</sup>) and on the last workday of the month.
- E. In addition to the above, the Board agrees to make payroll deductions into the savings account of the unit member as authorized by the unit member.
- F. Payroll deductions for insurance companies and tax-sheltered annuities, from approved companies, will be available for all unit members.
- G. Salary increases will go into effect the first day following implementation of the increase.

#### **Article IV: Reimbursement for Professional Development**

The Board agrees to reimburse all unit members for college or technical courses under the following conditions:

- A. The Board agrees to reimburse all unit members for twelve (12) credit hours earned per year, if approved prior to course registration. The Board will develop a credit equivalency scale, in consultation with the Association, to be used for reimbursement purposes only for approved courses without a designated credit value. Reimbursement will be provided at the rate of the then current Salisbury University per graduate credit cost, provided a grade of A or B is received and documented. In no case, however, shall a unit member be reimbursed for more than the actual tuition cost per credit hour.
- B. In order to receive reimbursement for credits unit members must:
  - 1. Obtain prior approval from the Personnel Department before enrolling in the course,
  - 2. Achieve a grade of B or better or successfully pass the course if non-graded,
  - 3. Return for the next full semester of employment,
  - 4. Official transcripts or grade slips must be submitted to the Personnel Department for approval and subsequent payment.
- C. No employee shall be reimbursed for more than 12 credit hours or the equivalent earned during any period of time from July 1<sup>st</sup> to June 30<sup>th</sup>.
- D. The unit member shall be reimbursed after July 15 for courses taken during the previous spring semester and after September 1 for courses taken during the summer if still employed by the Board, and at the time of submission of grade slips or transcripts for courses taken during the fall semester, if still employed by the Board. No reimbursement shall be made if the unit member is no longer employed. A unit member who is not employed during the full semester following the semester in which the course is completed agrees that the Board may deduct the reimbursement from the pay of the unit member.
- E. The taxability of course reimbursements shall be controlled by the Internal Revenue Code.
- F. Official grade slips or official transcripts shall be submitted by June 30<sup>th</sup> of each fiscal school year in order to receive reimbursement. Exceptions for extenuating circumstances must be placed in writing and submitted to the Personnel Department. (Funds shall be placed in Accounts Payable.)
- G. If credits are granted by the institution, but no direct tuition payment is made by the unit member, no reimbursement will be paid as provided for in this Article.
- H. Any financial assistance or allowance received for tuition from any source will be deducted from the amount the unit member would normally be reimbursed.
- I. Any unit member who is on probation shall not receive reimbursement as provided in this Agreement unless he/she is directed to take a course by the Board.

- J. Summer travel credits, if issued by an accredited college and applicable to the unit member's work assignment, can be reimbursed as provided for in this Article.

**Article V: Insurance Benefits**

A. Health and Major Medical Insurance

- 1. A Health Insurance Program will be maintained through a duly licensed insurance company and/or health benefit trust and made available to each eligible unit member. It shall consist of the following health insurance products:
  - a. A PPN, PPO, EPO or similar plan. Such a plan shall be with an insurance carrier licensed to do business in the State of Maryland or with a health insurance trust.
  - b. A prescription plan.
  - c. A dental plan.
- 2. Premium Cost Sharing

Each eligible unit member shall pay 15 percent of the cost for their selected insurance plans and the Board shall pay the remaining 85 percent.

If the County Government does not fully fund the salary scale(s) as described herein, the Board's share of the premium payments shall be increased on a pro-rated basis, but shall not exceed 98 percent of the premium. The following formula shall be used to determine the increase:

3.5 % salary increase =	85 % Board - 15 % Unit Member
2.5 % to 3.4 % salary increase =	88 % Board - 12 % Unit Member
1.5 % to 2.4 % salary increase =	92% Board - 8 % Unit Member
0.5 % to 1.4 % salary increase =	96% Board - 4 % Unit Member
Less than 0.5 % salary increase =	98 % Board - 2 % Unit Member

Opt-out Plan: Eligible unit members with medical benefits in force elsewhere may waive coverage and receive \$900 payable in twenty-four equal installments.

If the County Government does not fully fund the salary scale(s) as described herein, the Board shall increase the opt-out amount on a pro-rated basis, but shall not exceed \$1,800. The following formula shall be used to determine the increase:

3.5 % salary increase =	\$ 900
2.5 % to 3.4 % salary increase =	\$ 1,200
1.5 % to 2.4 % salary increase =	\$ 1,500
Less than 1.5 % salary increase =	\$ 1,800

- B. Term Life Insurance: The Board agrees to maintain a Term Life Insurance Plan on the following basis and at no cost to eligible unit members.
  - 1. Each eligible unit member's insurance will become effective when he or she has been employed by the Board and has signified intent to remain in the employ of the Board.

2. Subject to the term of the Plan, the amount of insurance on the life of each eligible unit member payable to the unit member's beneficiary shall be equal to the amount of the unit member's salary rounded to the nearest thousand.
  3. Any insurance that may be issued under this Plan shall terminate whenever the insured shall cease to be employed as an eligible unit member in the Talbot County School System.
  4. No assignment of the insurance herein referred to shall be valid.
  5. In case of accidental death, there will be a double indemnity clause.
- C. The Board shall provide the pre-tax payroll deductions for Premium Conversion Plans, Health Care Flexible Spending Accounts and Dependent Care Assistance Plans that qualify for such deductions pursuant to the Internal Revenue Service Code, provided that there are a minimum of fifteen (15) eligible unit members that elect to participate in each of the above Reimbursement Accounts. The Board shall also provide the pre-tax payroll deductions for Deferred Retiree Health Insurance Premium Spending Accounts if they qualify for such deductions pursuant to applicable sections of State tax codes and the Internal Revenue Service Code, provided that participating eligible unit members assume the administrative costs for their individual account.
- D. The Board will provide a flu shot, when available, through the Talbot County Health Department or a similar healthcare organization for all unit members who wish to participate.
- E. Voluntary Disability Insurance Program: The Board agrees to provide access to a voluntary Disability Insurance Program. Such plan will be made available to all unit members on a self-pay basis. Unit members shall not be required to participate. Administrative costs to implement the Program shall be paid by the Board.

## **Article VI: Uniforms**

- A. A unit member that is provided a uniform and/or safety shoes is required to wear the uniform and/or safety shoes while performing his/her duties for the Board of Education.
- B. The following categories of employees will be provided uniforms:
1. Maintenance workers
  2. Custodians
  3. Security employees
  4. Cafeteria workers
  5. Transportation workers
- C. A new unit member will be provided with five (5) sets of uniforms. New maintenance workers will also be provided with reimbursement of up to \$90.00 for one (1) pair of steel-toed safety shoes.

- D. Uniforms and shoes are replaced as necessary. The unit member will return the damaged and/or worn uniform part.
- E. Maintenance unit members who must replace their Board provided safety shoes due to reasonable wear and tear will be reimbursed up to \$90.00 per pair of safety shoes.
- F. Unit members shall return all uniforms when he/she ceases employment by the Board. The Board is hereby authorized to deduct the replacement value of the uniform from the unit member's final salary if the uniform is not returned prior to the issuance of the final paycheck.
- G. The unit member has the option of choosing whether to wear the summer or winter version of the uniform provided, and may at his/her discretion request all issued uniforms to be either summer or winter. The unit member may not alter the appearance of the uniform. Unit members may wear appropriate personal outdoor wear during inclement weather unless the unit member is provided with an appropriate uniform coat or jacket, as determined by the Board.

#### **Article VII: Regular Duty Day**

- A. School based Secretaries: The regular duty day shall be seven (7) hours, exclusive of a thirty (30) minute lunch period.
- B. Board based Secretaries, Receptionists and other clerical unit members: The regular duty day shall be seven (7) hours exclusive of a one (1) hour lunch period.
- C. Computer Technicians: The regular duty day shall be seven and one-half (7 1/2 hours), exclusive of a thirty (30) minute lunch period.
- D. Plant Operations Department: The regular duty day shall be eight (8) hours, exclusive of a thirty (30) minute lunch period, except that custodians working on the evening shift shall have a regular duty day of eight (8) hours, inclusive of a thirty (30) minute meal period.
- E. Instructional Assistants: The regular duty day shall be seven and one-half (7 1/2) hours, including a thirty (30) minute lunch period, scheduled at the discretion of the School Manager or Principal according to the needs of each particular building.
- F. Personal Assistants: The regular duty day shall be seven (7) hours, excluding a thirty (30) minute lunch period. These hours shall be scheduled at the discretion of the School Manager or Principal according to the needs of each particular building.
- G. Food Service Unit Members: The regular duty day for full time Food Service unit members shall be between 7 and 8 hours per day, as determined by the Food Services Manager, exclusive of a thirty (30) minute lunch.
- H. Transportation Unit Members: The regular duty day shall be assigned by the Transportation and Safety Manager to meet the needs of the Board. A list of such regular duty day assignments shall be provided to the Association upon request for their review and input. All duty assignments are subject to change.

- I. School Safety Unit Members: The regular duty day shall be seven and one-half (7.5) hours exclusive of a thirty (30) minute lunch.
- J. Overtime may be required and shall be paid when a unit member works more than forty (40) hours in a work week. The unit member shall be paid such overtime at 1.5 times their regular hourly rate for overtime work done Mondays through Saturdays and 2.0 times their regular hourly rate for overtime work done on Sundays and legal holidays.
- K. Unit members who are called back to work after their regular duty day will be paid a minimum of one (1) hour at their hourly rate of pay.

**Article VIII: Required Duty Days**

- A. Twelve (12) month unit members with annual leave: 245 days.
- B. Twelve (12) month unit members without annual leave: 229 days.
- C. Cafeteria Workers and Cafeteria Managers: A minimum of 184 days, but not to exceed 191 days, as determined by the Food Services Manager on an annual basis.
- D. All ten (10) month unit members, Instructional Assistants, Interpreters, School Safety staff, School to Career Specialists, ten (10) month Secretaries, Substitute Coordinators: 191 days or equivalent.
- E. Bus drivers, personal assistants: 180 days.
- F. Eleven (11) month secretaries: 210 days.
- G. Assignment sheets shall be provided on or before September 20. All assignments are subject to change.

**Article IX: Voluntary Transfers**

- A. All open, permanent positions will be announced by way of an e-mail posting at each worksite.
- B. Secretaries shall print and post the e-mails announcing the openings.

**Article X: Probationary Period**

- A. Newly hired unit members shall serve a minimum six (6) month probationary period. If at the end of the six (6) month period, the unit member's work is satisfactory in all categories, the unit member is then eligible to be employed on a permanent basis. No unit member is eligible to attain tenure. If the unit member's evaluations are not satisfactory in all categories, then the unit member may have his/her probationary period extended or his/her service shall be terminated. Only one additional probationary period of six (6) months may be granted to a new unit member.

The unit member may be terminated during the probationary period as may be deemed in the best interests of the Board. Continuous probationary period(s) granted to a unit member shall not exceed twelve (12) months at a time.

- B. When a unit member is transferred from one group or classification to a new group or classification involving a new job description, salary, and work responsibilities, the unit member is automatically placed on probation, with a formal evaluation due at the end of six (6) months. If the unit member receives a satisfactory evaluation in all categories, then the assignment continues. In the event the evaluations are not completely satisfactory, the unit member may be given an extended probationary period, or be transferred back to the same group or classification which he/she held prior to the original transfer (as soon as one becomes available), or may be terminated, whichever is in the best interest of the school system.
- C. Probationary unit members will receive full pay and benefits pursuant to this Agreement, except where noted.

### **Article XI: Unit Member Rights**

- A. Access to unit members' files shall be governed by the Public Information Act of Maryland.
- B. The unit member may write a rebuttal to any document placed in his/her personnel file. The rebuttal will be attached to the document and placed in the personnel file.
- C. No unfavorable entry shall be made to the unit member's file unless a copy is provided to the unit member.
- D. A unit member may not be disciplined or terminated if the discipline or termination is unreasonable, arbitrary, or illegal.
- E. The personal life of a unit member shall be the concern of, and warrant the attention of the Board only as it may directly prevent the unit member from performing his/her assigned functions during duty hours, be in violation of local, state, federal law, or interfere with the unit member's ability to effectively perform his/her job duties.
- F. If a unit member is required to appear before an administrator and/or the Superintendent for the purpose of reduction in pay for disciplinary reasons, unpaid suspension, or discharge, the unit member may have the presence of an Association representative to serve as an observer. If the Association representative is not available for the meeting, at the discretion of the administrator and/or the Superintendent, the meeting with the unit member may still be held.

### **Article XII: Job Descriptions**

- A. Each unit member may request a written job description.

### **Article XIII: Grievance Procedures**

A. Definitions

1. Grievant - A unit member or group of unit members filing a grievance or the Association when filing a claim under Article II of this Agreement.
2. Grievance - A written statement by a unit member that a dispute or disagreement exists involving the interpretation or application of the terms of this agreement.
3. Employer - The Board of Education of Talbot County or its administrative officers.
4. Days - Working days.
5. Association - Talbot County Education Association.
6. Class Action Grievance - A grievance filed by the Association on behalf of all eligible members of the bargaining unit. At least one affected unit member shall be named in and sign such a grievance.

B. Procedural steps - Within ten (10) days of when the unit member should have known of the act or condition which is the basis of the complaint, the unit member may file a grievance with the school principal or his/her immediate supervisor.

1. Step 1 - The school principal or his/her designated representative or the immediate supervisor or his/her designated representative, shall have ten (10) days to give a written decision after receipt of the grievance.
2. Step 2 - If the grievance is not settled in step 1, the grievant may move it to step 2 within ten (10) days by written notice to the Superintendent of Schools. The Superintendent of Schools or his/her designated representative shall have ten (10) days to give a written decision after receipt of the grievance.
3. Step 3 - If the grievance is not settled in step 2, the Association, with the written consent of the grievant, may file a written appeal to the Board pursuant to Section 4-205(c) of the Education Article of the Annotated Code of Maryland. The Board will schedule a hearing. The appeal will be heard by the Board or by a hearing examiner appointed by the Board.

**Article XIV: Leaves**

A. SICK LEAVE

Sick leave is a designated amount of paid leave that shall be granted to a unit member for medical reasons. Sick leave may be used for medical, dental or optical examinations or treatment.

1. Permanent unit members shall be entitled to the following prorated sick days yearly:

10 month employees	13 days
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11 month employees	14 days
12 month employees	15 days

2. All eligible unit members shall be entitled to unlimited accumulation of sick leave.
3. A unit member must work at least 51 percent of his/her duty days for any month in which the employee is partially employed in order to receive credit for that month.
4. Eight (8) days of sick leave can be used for illness of a member of a unit member's family (child, spouse, parent, in-laws, brother, sister, grandparent) and/or any person living regularly in the household of the employee. A Leave Request Form must be submitted.
5. Three (3) days of sick leave may be used each work year for personal business leave, if a request is submitted, in writing, via the "Leave Form", provided the matter cannot be conducted outside the regular duty day. Each request must be submitted forty-eight (48) hours in advance.
  - a. If personal leave is of an emergency nature, then an exception to the 48 hour requirement is allowed, but must be requested verbally ahead of time with the unit member's supervisor and then followed up with the proper form as soon as possible.
  - b. For an approved personal business leave beyond those days available, full pay will be lost.
7. Unit members who vacate their position and who have used more sick leave than earned shall be required to reimburse the Board and/or have their pay adjusted for the appropriate amount of days.
8. Unit members may use sick, annual or personal leave as "liberal leave" during weather related delayed openings or school closures.
9. The Board shall allow unit members to use a maximum of five (5) sick days for the observance of religious holidays provided the unit member gives notice on a leave form by September 15<sup>th</sup> of each school year.

**B. BEREAVEMENT LEAVE**

1. There will be no reduction in pay for a leave of absence of five (5) consecutive work days for the funeral, internment, and bereavement of a family member (child, parent, brother, sister, wife, husband, grandparent, grandchild, in-laws) or anyone regularly in the household of the unit member at the time of the death. Unit members will be allowed to use up to two (2) personal leave days, if available, and one (1) sick leave day, if available, for the purpose of bereavement leave for the death of an uncle, aunt, niece or nephew. All bereavement leave must be used within seven (7) calendar days from the date of demise.

2. If a unit member has personal leave available, the employee may, at his/her option, use one day in addition and in conjunction with the above, so long as the leave form is submitted upon return to duty.

### C. ANNUAL LEAVE

1. Permanent twelve (12) month unit members shall begin to accrue but not be eligible to use annual leave during their first fiscal year of employment (July 1 through June 30).
2. During this initial period of employment each unit member is credited with a one-half (1/2) day of annual leave for each full month of employment which may be used after July 1 following the date of employment.
3. Following the unit member's first anniversary date of employment, each eligible unit member is credited with one (1) day of annual leave for each full month of employment. These annual leave days shall be available to for use during the next fiscal year of employment.
4. During the succeeding year of employment and each year thereafter, each eligible unit member is credited with one and one-fourth (1 1/4) days of annual leave for each full month of employment. These annual leave days (maximum 15) shall be available for use during the next fiscal year of employment, the annual total of which shall be available at the beginning of the first duty day of the work or school year.
5. On July 1 following six (6), seven (7), eight (8), nine (9), and ten (10) years of employment, eligible twelve (12) month permanent unit members shall receive an additional one (1) annual leave day for each year up to a maximum, for a total of twenty (20) days.
6. A maximum of ten (10) days of unused annual leave are automatically transferred to the succeeding year. Any annual leave in excess of ten (10) days not used during the current year (prior to June 30) is permanently eliminated and forfeited. Unit members may request the Superintendent to grant a special exception to transfer additional unused vacation days under special circumstances. Requests must be made in writing with a justification of need provided.
7. Creditable annual leave may be used by the unit member prior to the resignation or retirement date provided the Board receives a sixty (60) day prior notice from the unit member. Any annual leave not used will be paid upon termination.
8. Annual leave is calculated on the basis of July 1 - June 30 employment, consistent with the fiscal year of the Talbot County Public Schools.
9. The use of annual leave must be approved in advance by the unit member's supervisor and the Superintendent or his/her designee on an approved leave form.

### E. FAMILY AND MEDICAL LEAVE

The unit member's use of sick leave shall run concurrently with the employee's Family and Medical Act leave. All applications, interpretations, and implementation of the Family and Medical Leave Act shall be made consistent with Board policies and procedures.

#### F. PARENTAL LEAVE FOR ADOPTION

Any request for leave shall be accompanied by adoption papers for the child. Any unit member who has officially requested adoption leave shall be entitled to use up to four (4) calendar weeks of available accumulated sick leave provided the employee has indicated the number of days he/she desires to use and such days shall commence with the date the leave officially begins. In cases where both adopting parents are employees, such use of paid sick leave shall only be available to one employee. Personal leave and/or sick leave for a family member may also be used in conjunction with an adoption by either or both adopting employees.

#### G. JUROR OR WITNESS SERVICE

The Board of Education shall grant a temporary leave of absence for jury duty to a unit member if the official request is made available to the responsible principal, supervisor, or administrators and is forwarded to the Finance office. The following provisions shall apply:

1. While on jury duty, a unit member shall be paid the difference between his/her regular salary and the compensation he/she receives for jury service. An employee having served on a jury shall be required to endorse his/her check for jury service over to the Board, thereby keeping his/her regular salary in effect.
2. When personal expenses are included in the check, the amount shall be refunded to the unit member by the Board if an accounting of these expenses by a court official accompanies the check.
3. When the unit member returns from jury duty, he/she must present a verification from the court of the actual number of days served on jury duty.
4. Whenever the unit member is temporarily excused from such jury duty by the court on a scheduled work day, he/she shall advise his/her principal or supervisor as promptly as possible and report to work if requested by the building principal or the supervisor.
5. A unit member shall notify the building principal or supervisor at least forty-eight (48) hours in advance or as early as possible when he/she will be absent for jury duty.
6. In certain urgent circumstances, the Board may request that the unit member be excused or exempt from such duty if the unit member's services are considered essential at the time of the proposed jury duty. The unit member shall make the Board aware that he/she has been requested to serve as soon as the court request is received by the employee by completing a leave request form.
7. Court Summons
  - a. When a unit member is to be absent due to a court summons, subpoena, or a witness, a copy of the summons, subpoena, or letter requesting the unit member's

presence as a witness must be submitted to the School Manager and then forwarded to the Controller.

b. Salary Conditions

1. Witness for the Board - If a unit member appears as a witness for the Board at an administrative or court hearing, with or without a subpoena, no deduction shall be made from the unit member's salary.
2. Subpoenaed Witness for the State - If a unit member appears in an administrative hearing or in court in response to a subpoena to act as a witness for the State, no deduction shall be made from the unit member's salary.
3. Witness or Party in All Other Matters - In any other administrative or court proceeding, other than those described in this Article, deductions shall be made from the unit member's salary, except the unit member may use personal business leave. If personal leave is exhausted, then the unit member's salary shall be reduced on a per diem basis.

A unit member shall be granted leave with no loss of pay for attendance in any legal proceedings and for court subpoena when the employee is called as a witness, provided such appearances are not related to any suit or litigation brought by the employee against the Board or its employees or criminal charges brought against the employee

H. Leave of Absence for Study

An unpaid leave of absence for study or other professional improvement may be granted to bargaining unit members by the Board of Education for a period not to exceed one year, upon written application and with approval of the Superintendent.

**Critical Area Teaching Scholarships:** An unpaid leave of absence for study to become a certified teacher in a Board approved critical subject area may be granted to bargaining unit members by the Board of Education for a period not to exceed two years, upon written application and with approval of the Superintendent. Critical subject areas are determined annually per Maryland State Department of Education regulations. Unit members shall be provided full reimbursement for approved college expenses, excluding travel, if the unit member agrees to sign an agreement to work for Talbot County Public Schools for at least three (3) years once certification is achieved.

**Article XV: Free Tuition**

The Board shall waive tuition charges for any unit member who wishes to send the unit member's child or child of legal custody to the Talbot County Public Schools of the unit member's choice, during the period of legitimate employment, provided the unit member is not on probation and the child remains in good academic standing and adheres to all rules and regulations adopted by the Board of Education. However, when in the interest of the other students within the Talbot County Public Schools or educational plan of the Superintendent or Board it is necessary to return the child to the child's regular school, such shall be done with due haste but with right of appeal.

**Article XVI: Management Rights, Funding, and Legality**

- A. Management Clause: Except as expressly provided otherwise by this Agreement, the Board of Education of Talbot County reserves and retains full rights, authority, and discretion in the proper discharge of its duties and responsibilities to control, supervise and manage the Talbot County Public Schools under existing laws, rules, and procedures; to determine and implement the mission of the Talbot County Public Schools; to determine the educational policies of the Talbot County Public Schools system; to operate the Talbot County Public Schools; to direct the employees of the Talbot County Public Schools; to prescribe rules and regulations for the conduct and management of the Talbot County Public Schools; and to appoint and place unit members on the salary scale.
  
- B. Funding of Agreement: This Agreement is contingent on full funding by the County Government. In the event the Board's budget is not fully funded by the County Government, the Board will notify the Association in writing and furnish the Association with documents and communications between the Board and County Government which describe the funding shortfall. Receipt of these documents and correspondence by the Association shall be verified by a signed receipt. In the event the Agreement is not fully funded, the parties shall renegotiate the Agreement upon the request of either. The final determination as to all matters which have been the subject of negotiation or renegotiation shall be that of the Board.
  
- C. Legality of Agreement: In the event any portion of this Agreement is ultimately ruled to be contrary to law, then such provision or application shall not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.

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**Article XVII: Duration of Agreement**

Unless otherwise provided herein, the provisions of this Agreement shall be effective as of July 1, 2009 and shall remain in full force and effect until June 30, 2013.

IN WITNESS WHEREOF, the parties hereunto set their hands and seals this 15th day of April, 2009.

By: \_\_\_\_\_  
Sandra Kleppinger, President Talbot County Board of Education

\_\_\_\_\_  
Karen B. Salmon, Ph.D., Superintendent

\_\_\_\_\_  
John Masone, Witness for the Board, Chief Negotiator

By: \_\_\_\_\_  
Tamara L. Keeler, President Talbot County Education Association

\_\_\_\_\_  
Mark Mench, Witness for T.C.E.A., Chief Negotiator

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