

AGREEMENT

between the

**WICOMICO COUNTY
BOARD OF EDUCATION
(WCBOE)**

and the

**WICOMICO COUNTY
EDUCATION ASSOCIATION -
EDUCATION SUPPORT PERSONNEL
(WCEA-ESP)**

2017 - 2020

(Signed October 10, 2017)

(Signed June 19, 2018)

(Signed April 9, 2019)

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AGREEMENT

Entered into this 9th day of April between the Board of Education of Wicomico County and the Wicomico County Education Association – Education Support Personnel Inc/MSTA/NEA. This Agreement shall become effective July 1, 2019.

ARTICLE 1 Recognition

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

1.02 NON-CERTIFICATED BARGAINING UNITS - The bargaining unit shall include all Full-time non-supervisory non-certificated employees (Unit III) and supervisory non-certificated employees (Unit IV) of the Board who work more than twenty-five (25) hours per week, excluding non-certificated employees who are employed as managers or designated confidential employees pursuant to the Annotated Code of Maryland, Section 6-505.

1.03 DEFINITIONS

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

The Board of Education or the Board - Shall refer to the Wicomico County Board of Education and its designated representatives.

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

Seniority and probation - Seniority shall be calculated on uninterrupted, full time employment and leave time officially approved by the Board. All time shall be computed from the first working day with the Board. The period of probation for all new hires shall be three (3) months. Should the appropriate administrator feel that the evaluation process has not been conclusive during the stipulated three-month period, he may extend the probationary period an additional three (3) months by so notifying the employee prior to the expiration of the original period.

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

ARTICLE 2 Association Rights

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

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

- 2.03 ASSOCIATION-COMMUNICATIONS** - The Association will have the right to have distributed official notices, circulars and other materials to unit(s) members. The Association shall be permitted to utilize the school delivery system (pony) for the distribution of official Association notices, provided such distribution does not interfere with the distribution of the materials of the school system. In addition, association representatives shall be able to use the Board's electronic communications systems for association business when and where available.
- 2.04 ASSOCIATION MEETINGS** - The Association shall have the right to use school facilities for meetings, without cost*, at reasonable times and upon meeting all appropriate application and utilization procedures established by the Board. * If use of building incurs a cost to the school system then that cost will be charged to the association.
- 2.05 ACCESS TO SCHOOLS** - In order for the Association to properly administer its Agreement, Association officers or employees may meet with members during their lunch time or scheduled break or their own time before or after their scheduled work hours. Such officers or employees will report to the principal or his/her designee prior to meeting with member.
- 2.06 ASSOCIATION LEAVE** - With prior approval of the immediate supervisor, Association officers and/or representatives shall be permitted to draw upon fifteen (15) workdays for use in Association business. The Association shall reimburse the Board for all employee costs incurred for said leave.
- 2.07 INFORMATION TO THE ASSOCIATION** - The Board shall provide the Association, upon request, information necessary to represent employees in negotiations and grievances
- 2.08 BOARD MEETINGS** - The Association will be mailed a copy of Board meeting agendas prior to meetings. A copy of approved Board minutes will be sent to the Association promptly following such meetings.
- 2.09 EMPLOYEE LISTS** - As soon as possible, but no later than October 1 of any school year, the Board shall provide the Association with a list of all employees, which shall include their names, and building assignments. During the school year the Board shall provide the Association with a list of all changes to the Association on January 15 and April 15 of each calendar year.
- 2.10 DUES DEDUCTION** - The Board will deduct from the pay of each Association member, all regular Association dues, provided that the Board has received written authorization from the employee by October 1. An employee's written authorization shall be irrevocable through the end of the school year and shall renew itself thereafter, from year to year, subject each year to revocation between September 1 and September 15, which must be provided in writing to both the Board and the Association. The deduction shall be made in equal installments, beginning with the salary check issued on or about October 15 of each year and ending with the last check issued at the end of the school year. For any authorization form submitted after the deadline, the Board will deduct the remaining dues according to the schedule above. In case of resignation within a school year, the balance due that year will be deducted from the final salary check issued to the employee after all other obligations are met. With each dues transmittal, the Board will provide the Association with a list of those employees who have authorized dues deductions. The Board agrees to transmit monthly to the Association all dues deducted pursuant to this section.
- 2.11 NEA/MSEA CONVENTIONS** - The Board will provide release time, without loss of pay or benefits up to two (2) working days per designated employee per school year to attend the Annual Convention of the Maryland State Education Association. Except in case of emergency, no later than ten (10) working days prior to the dates for which release time is being requested, the president of the local Association shall certify, in writing to the Superintendent of Schools, the names of official delegates (with a maximum of one (1) delegate per fifty (50) actively employed members) and up to three (3) additional members whose attendance is required at the convention. Similarly, for twelve-month employees, the Board will provide release time, without loss of pay or benefits, up to four (4) working days per designated employee per school year to attend the Annual Convention of the National Education Association. Except in case of emergency, no later than ten (10) working days prior to the dates for which release time is being requested,

the president of the local Association shall certify, in writing to the Superintendent of Schools, the names of official delegates (with a maximum of one (1) delegate per one hundred and fifty (150) actively employed members) The Association will reimburse the Board for the salary of any employee who is released from work to attend these conventions.

- 2.12 **EXCLUSIVITY** - The rights and/or privileges granted to the Association in this agreement will not be granted to any other employee organization.
- 2.13 **ASSOCIATION VICE PRESIDENT** - WCBOE will release WCEA-ESP Vice President for one day a month (same day of each month) of paid release time for the purpose of serving WCEA-ESP and its members. WCEA-ESP will reimburse the salary of the Vice President's one day of paid release time per month and the Board will continue to pay the fringes for the Vice President's position.

ARTICLE 3 Employee Rights

- 3.01 **DUE PROCESS** - No employee will be subjected to discipline and/or discharge without cause. Any employee who has been subjected to discharge or discipline by the Superintendent or designee shall have the right to file an appeal to the Board under Section 4-205(c) of the Annotated Code of Maryland if filed within thirty (30) days after the discharge or discipline decision is rendered. For disciplinary decisions rendered by a supervisor other than the Superintendent or designee, the employee shall have the right to file an appeal to the Superintendent within thirty (30) days after the disciplinary action is taken. The substance of a discipline and/or discharge decision shall not be subject to the grievance procedure outlined in this Agreement.
- 3.02 **DISCIPLINARY ACTION** - When an employee is suspected of violating Board work rules (policy, rule, regulation or procedure) his/her supervisors may use any legal means to conduct the investigation. If the employee is found to have violated Board work rules, a progression of disciplinary procedure will be used by supervisors including verbal warnings for minor offenses, written warnings, suspension, and finally termination for more serious or repeated violations. Where possible, progressive discipline is to be utilized; however, where the offense is deemed to be of serious nature, the progressive discipline may be waived and the employee may be terminated.
- 3.03 **PERSONAL LIFE** -The personal life of an employee shall be the concern of and warrant the attention of the Board only as it may prevent the employee from properly performing his/her assigned functions during duty hours.
- 3.04 **FREEDOM OF ASSOCIATION** -The participation or non- participation in religious, political or Association activities of an employee conducted outside duty hours and off school property shall not be grounds for disciplinary action or for discrimination with respect to his/her employment.
- 3.05 **PERSONNEL FILES** - No adverse material related to an employee's conduct, service, character, or personality will be placed in a personnel file without the employee's knowledge. The employee shall acknowledge his awareness of material by fixing his signature to the material to be filed with the understanding that such signature does not necessarily indicate agreement with the contents thereof. If an employee refuses to sign an entry for his folder, an administrator and a witness will note such refusal on the material. If an employee is unavailable to sign an entry, a copy will be sent to him by certified mail.

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

Examination of Files: An employee shall be permitted to examine his personnel file under the supervision of and by prior appointment with the Director of Human Resources or designee.

Confidential references pertaining to original employment, promotion, or employment references will be excluded from such review.

- 3.06 SUSPENSION** - If an employee is suspected of committing an offense that requires the immediate removal from the work site, the employee may be placed on administrative leave with pay or reassigned pending an investigation. Following the investigation, any suspension of an employee by the Superintendent shall be with or without pay at the discretion of the Superintendent. If, on appeal, the employee's suspension is not upheld by the Board the employee will receive back pay for days suspended.
- 3.07 RIGHT TO REPRESENTATION** - All unit members shall have the right to representation during any meeting when a matter is being investigated that is likely to result in disciplinary action that may result in reduction of pay, suspension, dismissal, or results in the unit member being asked to sign a communication from their supervisor that will be placed in their personnel file. If requested, the employee shall be given a reasonable opportunity to have a representative of the Association present at that meeting. In the event that after notice of no less than two (2) working days the employee is unable to arrange the presence of an Association representative, the meeting shall nonetheless proceed as scheduled by the principal, department head, or the Superintendent. [Weekend exception: If notice is given after 12:00 p.m. on the last day of the week prior to a weekend, a meeting may not be scheduled until the second working day of the following week. If notice is provided prior to 12:00 p.m. on the last day of the week prior to a weekend, a meeting may be scheduled for the first day of the following week no earlier than noon, unless agreed upon.] The notice provisions herein do not apply to situations where it is determined necessary, by the immediate supervisor, to immediately remove the employee from the school environment pending further investigation and this provision is not subject to appeal or grievance procedure.
- 3.08 ALLEGATIONS** - Employees will be notified of any formal allegations made against their conduct, character, performance, or personality if these allegations are to be recorded as a part of the employee's evaluation and/or included in his/her personnel file. The name of the complainant, if known, will be released to the employee prior to any formal disciplinary action taken by the Superintendent.
- 3.09 MUTUAL RESPECT** -The Board of Education and the Association recognize the importance of a welcoming professional environment, and share responsibility for fostering a climate of mutual respect and collaborative decision-making. Employees and their supervisors will communicate with one another in a respectful and professional manner. Employees and their supervisors will not communicate negative criticism toward each other in the presence of others unless there is a serious problem, which requires immediate, corrective action, or someone's safety is in jeopardy.
- 3.10 STUDENT DISCIPLINE** - The Board affirms the policy that physical or serious verbal abuse of employees by students cannot be tolerated. Wicomico County Board of Education and WCEA take the safety of staff members and students very seriously. When disrespect, physical attacks, or threats, as defined by Maryland Law, are aimed at staff members while carrying out assigned duties, the reporting guidelines shall be followed as provided for in the Maryland Guidelines for a State Code of Conduct and the WCPS Code of Conduct. Any case of assault on a professional staff member shall promptly be reported to the building administrator. Nothing in this article shall preclude staff members from taking personal actions through law enforcement or other legal avenues available to the staff member.

ARTICLE 4 Working Hours and Conditions

- 4.01 WORK WEEK** - The paid duty week for full-time educational support employees shall normally be as follows:
- A. Nurses, educational assistants, school secretaries and other school-based instructional support staff will normally be scheduled for a thirty-five (35) hour workweek.
 - B. Central Office associates, finance, and technology support employees will normally be scheduled for a thirty-seven and a half (37.5) hour workweek.

- C. Facility Services employees and Print Shop employees will normally be scheduled for a forty (40) hour workweek.
- D. Food Service employees will normally be scheduled for a twenty-seven and a half (27.5) hour workweek. Food Service managers will normally be scheduled for a thirty-seven and a half (37.5) hour workweek. Satellite Leaders will normally be scheduled for a thirty-five (35) hour workweek. These hours may be adjusted yearly based on the Food Service needs at a particular school.
- E. The hours of a unit member may be increased up to (40) forty hours at the discretion of the Board, at the regular hourly rate.

4.02 WORK YEAR

180 days <i>Based on School Calendar</i>	182 days <i>Based on School Calendar</i>	184 days Based on School Calendar	220 days	240 days	260 days
Bus Assistants	Instructional and Administrative Assistants, Food Service Workers, Nurses, Interpreters, Physical Therapist Assistant, Occupational Therapist Assistant	Food Service Managers and Satellite Leaders	Clerical Professional Support	Clerical Professional Support	Clerical Facilities Technology Services Professional Support

Employees required to work additional days would be paid at their regular per diem rate. Nothing in this section shall prevent the Board, for each fiscal year, from assigning workdays based on the needs of the system.

Normal Work Schedule

An employee's regular work schedule shall be planned by the immediate supervisor or department head. For payroll purposes, the "workweek" shall include the period from Sunday 12 midnight to the following Saturday 11:59 pm. An employee must work at least two hours to receive partial work credit for that day.

- 4.03 HAZARDOUS WORK CONDITIONS** - The Board and employees agree to work toward maintaining a safe, sanitary, healthful working environment and conditions and will comply with state and federal regulations pertaining to such issues. Should an employee feel that a safety problem exists, he/she shall report it immediately to his/her immediate supervisor. Employees will not be required to search for bombs or other explosives.
- 4.04 BREAKS AND LUNCH** - All employees shall be provided a continuous, uninterrupted, unpaid, duty-free lunch at a minimum of one half-hour. Lunch breaks shall be included in their regular scheduled day. Lunch schedules may be adjusted when emergencies arise. A place, where possible as determined by the employer, away from the workstation will be provided for a duty-free lunch. All employees working four (4) or more consecutive hours daily shall be provided one (1) fifteen (15)-minute break during the day for each four (4) hours worked. This break will be a part of the regular workday. The scheduling of this break will be at the discretion of the principal or immediate supervisor during the duty day.

4.05 HOLIDAYS - Employees must work at least 220 days to get holidays.

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

Labor Day	New Year's Holidays (2 days)
Primary Election Day (<i>when schools are closed</i>)	Martin Luther King's Birthday
General Election Day (<i>when schools are closed</i>)	Presidents' Day
Thanksgiving Holidays (2 days)	Good Friday and Easter Monday
Christmas Holidays (2 days)	Memorial Day

All twelve (12) month employees (260 days) shall also be entitled to July 4 as a paid holiday.

Any employee required to report to work on a holiday when the school system is closed shall be compensated at a rate of one- and one-half times number of hours worked. The employer will provide compensation either with salary or compensatory time. The employer will determine the type of compensation.

4.06 MILEAGE- Employees who are required to use their automobiles for job-related business shall be reimbursed at the IRS-approved rate per mile. Employees assigned to more than one (1) school shall be reimbursed for mileage between schools at the IRS-approved rate per mile.

4.07 EMERGENCY CLOSINGS and EARLY DISMISSALS

Schools Closed/Central Office Open - On days when schools are closed for students due to inclement weather, or other unscheduled circumstances, employees working 220 days or more (see Article 4.2) are to report to work if the Central Office is open. **NOTE:** School closings and delayed openings **DO NOT** affect starting times of employees working 220 days or more. Other school-based classified employees working less than 220 days (bus assistants, instructional assistants, food service workers, nurses, interpreters, physical therapist assistants, occupational therapist assistants) will not normally be required to report for work on days when schools are closed for students due to inclement weather, or other unscheduled circumstances. Under special circumstances these employees may be required to report on such days at the direction of the Superintendent of Schools. If these employees are required to report to work, they will not be asked to work beyond their scheduled number of contract days.

When schools are closed and the Central Office is open, employees working 220 days or more are expected to report to their duty stations as close to the regular reporting time as possible, weather and road conditions permitting. It is the responsibility of the employee to notify his/her immediate supervisor of the estimated time of arrival to work or which leave the employee will take in the event he/she is unable to report to work.

Schools Closed / Central Office Closed - On days when the Central office is closed due to inclement weather or other unscheduled circumstances it may become necessary for some employees working 220 days or more to report to work as required at the direction of their immediate supervisor. If so directed, these employees shall report and will be compensated in accordance with Article 10 Salary at the rate of 1 ½ their normal salary for the hours worked. In addition, the employee shall receive compensation in the form of salary or compensatory time as deemed appropriate by the Superintendent or his/her designee for the hours worked.

Delayed Opening for Schools - As in school closings, employees working 220 days or more will be expected to report to work at their regular report time, unless the Central Office is operating on a delayed schedule. All other employees working less than 220 days* (bus assistants, instructional assistants, nurses, interpreters, physical therapist assistants, occupational therapist assistants) will report to work at a time that equals the amount of the delay combined with their usual report time. *All Food Services employees and Facility Service personnel should report for work at the normal time unless otherwise directed by their immediate supervisor.

Early Dismissal for Schools - On days that schools are dismissed early, employees working 220 days or more will normally be expected to work their regular work schedule.

- 4.08 **DESCRIPTIONS OF DUTIES** - Employees shall, at the time of hire, be given a description of the duties they will be expected to perform. Any changes to the existing descriptions will be communicated to the impacted employee. Job descriptions will be provided upon request.
- 4.09 **TRANSPORTING STUDENTS** - Educational support employees will not be required to transport students in their own vehicles.
- 4.10 **SAFETY EQUIPMENT ALLOWANCE** - The Board will furnish, for use by employees, the necessary safety apparel and/or protective personnel equipment (PPE) for employees who are required to wear them by the Board. Such apparel if issued will become the responsibility of the employee to maintain but shall remain the property of the Board.
- 4.11 **UNIFORMS FOR STAFF** - The Board will provide uniforms or stipend or reimbursement for the cost of approved uniform, to employees who are required by the Board to wear uniforms during their workday.
- 4.12 **TECHNOLOGY TRAINING AND PROFESSIONAL DEVELOPMENT OPPORTUNITIES** – Employees who work within the classroom and are required to assist students using specific program guidelines/requirements, classroom technology and/or assistive technology will be offered training. This training may be offered in multiple venues.

ARTICLE 5
Transfers, Promotions and Assignments

- 5.01 **INVOLUNTARY TRANSFERS** - An employee will be reassigned only when it serves the best interest of the school system as determined by the Superintendent of Schools. Assignment may be to a department and not to an individual building. If the assignment is to a department then the head of the department has the right to move the individual to any location that he/she deems necessary.
- 5.02 **VOLUNTARY TRANSFERS** - Employees who desire a voluntary transfer must file a written request with the Department of Human Resources prior to March 1 of the school year. Such request shall include the type of position to which the employee desires to be assigned and the school or building assignment requested, in order of preference. Employees will be considered should such a position become available. Requests for a voluntary transfer must be renewed each school year.
- 5.03 **PROMOTION** - Qualifications, work performance, and experience will be considered in all promotions. Applications will be accepted for promotional opportunities from current employees. The applicant who is deemed to be the best qualified for the position will receive the appointment.

If all applicants are equally qualified, then length of continuous service with the Wicomico County Public Schools will be given preference. In all cases, the Board of Education will make the final decision as to who will receive the appointment.
- 5.04 **ASSIGNMENT LETTERS** - A tentative reasonable assurance letter shall be issued to each employee on or about July 1 of each year. The letter shall include the employee's tentative location and the number of hours worked. The hourly rate of pay will be posted on their first paycheck of each fiscal year.

ARTICLE 6
Reductions in Force

- 6.01 **NOTICE** - An employee shall be notified not less than 30 workdays in advance of the effective date of any separation from service due to a reduction in force. Should the Board of Education find it necessary to reduce the number of employees in a given job classification, probationary employees will be separated in reverse order of employment. Should it be necessary to further reduce the work force, non-

probationary employees will then be separated based on performance evaluation and length of continuous service. When the factors are equal, the length of continuous service in the Wicomico County Public Schools will be the determining factor. An employee shall be laid off in inverse order of the total years of satisfactory continuous service computed from the latest date of employment, excluding leaves of absence.

- 6.02 RECALL** - Employees who are laid off shall be placed on a priority recall list for a period of one (1) years and shall be recalled in the inverse order of their separation when appropriate positions become available. An employee on the priority recall list shall be notified of any vacancy, which occurs in his/her job classification, by registered letter sent to the last address on record. Within seven (7) days, the employee shall indicate acceptance or rejection of the position in writing. If the employee fails to respond, the employee shall forfeit seniority rights to the position and will be removed from the priority recall list. It shall be the responsibility of each laid off employee to keep the Human Resources Department informed, in writing, of any change in address.
- 6.03 ACCRUED LEAVE** - Employees who are laid off shall be paid at the normal hourly rate for all accrued annual leave and all comp time not used at the time of layoff.

ARTICLE 7

Leaves

7.01 SICK LEAVE

- A. Rate** - A sick leave allowance of one (1) day per month, equivalent to the number of months to be worked in that fiscal year will be credited to all employees at the beginning of each fiscal year.

For all new employees, sick leave shall be earned at the rate of one (1) day per month worked for the first year of employment. On the anniversary of their employment, sick leave shall be credited at the rate of one (1) day per month based on the number of months remaining in the fiscal year.

No annual allotment of sick leave shall be available to any new employee, or added to any returning employee's previously accumulated leave, until he has worked at least one duty day of his work year. The beginning of the work year shall be the first scheduled duty day on or after July 1 for the employee's permanent work position. Per diem or other temporary duty assignments will not be considered time in permanent work positions.

- B. Accumulation** - Unused sick leave shall accumulate from year to year without limit.
- C. Illness in Family** - Up to ten (10) days of said allowance may be used per year for illnesses of the employee's immediate family or someone who lives regularly in the employee's household.
- D. Notification of Absence** - When employees are to be absent from work they shall notify their immediate supervisor or designee, as soon as possible, but at least one hour prior to the time they are required to report for duty. Employees will not be responsible for finding his/her own substitute.
- E. Proof of Illness** - The Board may require a doctor's certificate when an employee has been absent for more than five (5) days or when there is reasonable cause to believe that the sick leave benefit is being abused.

- 7.02 EMERGENCY/PERSONAL BUSINESS LEAVE** -Up to four (4) days leave without salary deduction shall be granted by the supervisor upon written notification by the Unit III & IV member that such leave is necessary to take care of emergency or personal business matters which cannot be handled outside of duty hours. Unit III & IV members with at least one (1) unused personal day remaining at the end of the school year will have one (1) day rolled over to the next year's allotment, so as no member will have more than five (5) days of personal leave available in one school year. The required written notice shall be provided at least five (5) working days prior to the time of the leave except when unusual emergency matters preclude doing so. The employee may be required to state a specific reason for taking such leave

only when there is reasonable cause to believe that the benefit is being abused and will be required to state a specific reason for taking such leave when requesting to use five (5) consecutive days of such leave. Any emergency/personal business leave unused at the end of each school year will be converted to sick leave.

7.03 BEREAVEMENT LEAVE - Upon the death of a child, step-child, grandchild, parent, step-parent, brother, sister, mother-in-law, father-in-law, son-in-law, daughter-in-law, or anyone who has lived regularly in the household of an employee, such employee will be allowed leave of absence, including the day of the funeral, not to exceed four (4) consecutive working days without loss of salary. Upon the death of a spouse, such employee will be allowed leave of absence, including the day of the funeral, not to exceed five (5) consecutive working days without loss of salary. The Superintendent or his designee may allow non-consecutive work days for special circumstances at his/her discretion. Up to two (2) consecutive working days including the day of the funeral will be allowed for the death of a great-grandchild, grandparent, grandparent-in-law, sister-in-law, or brother-in-law. Up to one (1) day's absence will be allowed for the death of an aunt, uncle, niece, or nephew. Up to one day's absence will be allowed for the death of anyone who has lived regularly in the household of any of the above-mentioned relatives.

7.04 ANNUAL LEAVE (12-MONTH PERSONNEL)

A. Annual leave shall be accrued on a monthly basis.

Years of 12-month Employment	Annual Leave Days
1-5	10
6-10	15
11-20	20
21 or more	25

B. For all twelve-month employees who continue their employment beyond July 1 of the new fiscal year, annual leave will be earned monthly for the fiscal year, July through June, and credited to the employee's annual leave balance in July of the new fiscal year. An employee who has not been employed for the full twelve months of the fiscal year and will continue their employment beyond July 1 of the new fiscal year will earn annual leave for each full month of employment. For annual leave purposes, the first month of employment for a new twelve-month employee will earn a full month toward annual leave if the starting date is prior to the 16th of the month.

C. All twelve-month employees may carry over a maximum of 25 unused earned annual leave days into the next fiscal year. Annual leave days in excess of the maximum 25 days to be carried over will automatically be converted to the employee's sick leave days. A twelve-month employee may accumulate a maximum of 50 days of annual leave time. All annual leave should be used prior to the effective date of any termination of employment. With the Superintendent's prior approval, a lump sum settlement may be made for unused annual leave based on the employee's regular rate of pay at the time of termination of employment.

D. Ten-month employees promoted to twelve-month positions will be given five-sixths of a year credit for each ten-month working experience within the county for the purpose of determining annual leave time. A full year's experience will be given for previous years that the person has served in a twelve-month position with Wicomico County Public School System.

E. Upon request, the Superintendent can authorize additional annual leave credit for previous experience outside of the Wicomico County Public School System. In no case can credited experience for prior employment outside of the county exceed that which would be available to a Wicomico County employee with comparable experience.

- F. Those employees who were hired before July 1, 2004 will not be reduced in the number of days of annual leave they presently have been afforded.

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

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

7.06 MILITARY LEAVE

- A. Leave of up to five (5) years shall be granted employees, without pay, for military service. All employees shall receive full experience credit on the appropriate salary schedule for military service upon their return to the Wicomico County School System. Upon the employee return, he/she shall be assigned to a position equivalent to that held when leave commenced.
- B. All employees who are members of the military or naval establishments of the United States or of the State of Maryland shall be granted leave on those days during which they shall be engaged in any military or naval duty to which they shall be ordered by proper authority, not to exceed fifteen (15) calendar days in any year without loss of pay for the working days included in such leave. The employees may be required to submit proof that no alternative tour of duty can be scheduled when schools are not in session.

7.07 LEAVES OF ABSENCE

- A. **Further Study and Education** - Leave for further study may be requested by a non-probationary employee for a maximum of two (2) years. The employee may make application to the HR Department by completing a leave of absence form. The Board of Education reserves the right to limit the number of employees who may be excused for study. Experience credit for each approved year, maximum of two (2) will be given on the appropriate salary schedule when the employee returns.

Reinstatement - Employees desiring to return from an educational leave must give written notice to the Director of Human Resources no later than three (3) months prior to the expiration of their leave. Upon the employee's return, he/she will be offered a position comparable to the position held at the time said leave commenced, if such a position is available. If the employee does not accept the position offered, the Board will be released from its obligation to place the employee.

- B. **Parental Leave**

Conditions for Approval - Non-probationary employees may request a leave of absence without pay for child bearing and/or rearing for such period of time as they specify, but not to exceed twelve (12) months from the effective date of the leave. Except in the case of emergency, the employee shall give thirty (30) days' notice prior to beginning parental leave. Request for Approved Leave of Absence must be filed prior to commencement of leave except for emergency situations.

Adoption of Child

Non-probationary employees adopting an infant child may request similar leave which shall commence upon the employee receiving defacto custody of said infant, or earlier if necessary, to fill the requirements for adoption as stipulated in writing by the adoption agency. Except in case of emergency the employee shall give thirty (30) days' notice prior to beginning leave. A Request for Approved Leave of Absence must be filed prior to commencement of leave except for emergency situations.

Reinstatement Employees desiring to return from parental leave must give written notice to the Director of Human Resources no later than three (3) months prior to the expiration of said leave and shall be offered a position comparable to the position held at the time said leave commenced, if such a position is available. If the employee does not accept the position offered, the Board will be released from its obligation to place the employee. Upon the return of the employee, no experience for the duration of the leave shall be given on the salary schedule.

C. Long-term Sick Leave - If an employee is going to be absent for an extended period in excess of 10 days (paid or unpaid) the following items must be submitted to Human Resources.

1. The employee may make application to the HR Department by completing a leave of absence form.
2. A doctor's statement verifying the inclusive dates at disability and the date the employee may resume normal duties.

D. Extended Unpaid Medical Leave

If a nonworking-related illness or disability of a non-probationary employee is of such a nature that all sick leave is used, the employee shall resign, apply for disability retirement, if applicable, or request the Board of Education to place them on an approved extended medical leave.

When it becomes necessary for an employee to make application to the Human Resource Department for an extended unpaid medical leave, the following steps will be followed:

1. A request for Approved Leave of Absence Form must be filed prior to commencement of leave except for emergency situations.
2. The application must be accompanied by a statement from the employee's physician(s).
3. The Board of Education will reserve the right to grant or deny the application based upon its assessment of the information furnished. Further the Board of Education may require a physical examination or medical opinion from physician(s) of its choice.
4. Should an employee wish to extend unpaid leave beyond the twelve-week FMLA period, the employee should make arrangements to pay the health insurance premium, and other benefit if any, obligations on a monthly basis. The rate is 100% of the total cost.
5. Extended medical leave may not be granted for longer than twelve (12) months from the effective date unless approved by the superintendent.

7.08 WORKERS COMPENSATION LEAVE - An employee who is unable to work as a result of a job-related injury or illness and qualifies for disability under the Workers Compensation Law shall be granted a leave with full pay less salary payment by Workers Compensation for a period not to exceed twenty (20) days after the injury. No part of such absence shall be charged to his/her annual or accumulated sick leave.

ARTICLE 8

Evaluations

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

8.02 FORM -The evaluation forms shall be made available to all employees at time of hire.

8.03 EVALUATION

- A. Evaluations will be based on the employee's work performance.
- B. While an employee's work may be observed for the purpose of evaluation at any time during the workday, when possible any unfavorable performance of the employee's work will be discussed with the employee and reduced to writing prior to evaluation and in time for the employees to improve.
- C. Employees will be evaluated annually prior to the end of the employee's work year.
- D. The evaluation form must be signed by the educational support employee and by the evaluator. An employee's signature does not necessarily indicate agreement with the evaluation.
- E. The employee shall have the right to attach any comments he/she wants to attach to the evaluation materials.
- F. The employee shall be given a copy of the completed evaluation form.
- G. The employee may request a conference to discuss the evaluation prior to placement of the evaluation in the personnel file.

8.04 PERFORMANCE IMPROVEMENT PLAN PROCESS

An employee may be placed on a Performance Improvement Plan (PIP) at any time following documented meeting(s), including but not limited to post-observation conference(s), in which concerns are shared. The documentation must be signed by the employee, indicating receipt, and the appropriate administrator(s). It is the responsibility of the employee to work to improve the noted weakness(es), and as such, the employee may request a Performance Improvement Plan (PIP) review conference at any time during the duration of the plan. The appropriate administrator and the employee will meet on a monthly basis to discuss the progress made under the PIP. A PIP will have an initial maximum duration of 90 days and a minimum duration of 30 days.

Utilizing the WCBOE PIP template, the written PIP shall include the following:

1. Statement of the problem(s) or concern(s) related to areas of documented unsatisfactory performance of the employee.
2. Statement of improvement(s) including specific, measurable action steps or strategies.
3. Provisions for assisting the employee including:
 - who is responsible,
 - the frequency of the action steps or strategies,
 - the timeline documentation, and
 - the resources to be utilized (such as but not limited to peer coaching, additional training, assignment of a mentor, opportunities for visitation and modeling/demonstration and appropriate print/non-print resources)
4. Progress monitoring date(s) and an end or re-evaluation date (with a minimum of a mid-point monitoring meeting).
5. Signatures of the employee and appropriate administrator(s).

8.05 EVALUATION TIMELINES

The Board of Education and WCEA-ESP in writing have agreed to the following evaluation procedures in an effort to increase both communications with employees and effectiveness of the employee's performance.

1. Conduct an end-of-year evaluation between April 1st and June 30th of each year.
2. At the end-of-year evaluation employee and supervisor have the option to set goals for the

- following year.
3. If there is a deficiency in an employee's performance a conference will be held before the end-of-year evaluation. Supervisors will provide feedback and/or suggestions for improvement if there is a deficiency in an employee's performance.
 4. Additional reviews may be performed at the discretion of the supervisor.
 5. It is understood by both parties that all evaluation conferences, of employees being evaluated, will be held during working hours.

8.06 Evaluation Appeal Procedures

Right of Appeal

The Wicomico County Board of Education grants classified employees a limited right to an appeal process in the event that there is disagreement with an appraisal and the employee wishes to provide additional perspective or information beyond that discussed at the evaluation conference with the supervisor. The appeal process shall be incorporated into the Employee Handbook and brought to the attention of all supervisors and classified employees. **The right to appeal only applies to those classified employees who do not receive enough points to achieve a salary increase.**

Procedures for Appeal

The Performance Appraisal System is a developmental rather than deficiency process and is designed to encourage growth and improvement. Therefore, the employee is urged to take time to reflect on any areas of concern and ask oneself if this is an area of work, which could be improved. Needs improvement ratings are not unsatisfactory and will not lead to probation in and of themselves. A classified employee dissatisfied with his or her performance appraisal's accuracy, and **if it results in preventing a salary increase**, may initiate the following process:

1. Within 10 workdays of receiving the Performance Appraisal, the employee should file an appeal by preparing his/her concerns in a written document with rationale for each concern and deliver it to his/her supervisor. [Note: In cases where the old evaluation tool is being used (currently Facilities and Unit 4 employees, the "I wish to appeal" box needs to be checked in order for an employee to formally appeal their evaluation.)]
2. The supervisor and employee should meet within 10 workdays of submitting the employee's written concerns. The employee may have representation in the meeting with the supervisor. If the issues are not resolved at this meeting by:
 - The supervisor effectively reviewing all questions with the employee and increasing the employee's understanding and acceptance of the ratings, or
 - The employee's presentation of new information or perspective to the supervisor results in the supervisor's modification of the rating in one or more areas, then the employee may request a panel review of the appraisal.
 - A. A request for a panel review of an appraisal must be made in writing and must list the major points of difference between the supervisor and the employee. The request must be made within 10 workdays of the appeal conference with the supervisor.
 - B. The appeal panel shall consist of the Director of Human Resources, the respective Assistant Superintendent or designee, and a site representative appointed by the Director of Human Resources. (In the event that one of these individuals serves as supervisor to the employee, the Director of Human Resources will appoint another individual.)
 - C. The appeal panel shall be convened within 20 workdays of the request for a Panel Appeal made to the Director of Human Resources.

- D. The panel shall hear the perceptions of the employee and the supervisor in that order.
- E. The panel shall base its conclusions at the close of the formal presentation and questions following a closed deliberation to reach a decision on
 - modifying the evaluation in all raised issues, or
 - modifying the evaluation in one or more but not all points of issue raised, or
 - supporting the evaluation as it stands, and
 - making recommendations for consideration by one or both parties in the upcoming year's evaluation process.
- F. The panel shall inform the supervisor and the employee of the results of their findings within 10 workdays of the hearing. The panel decision is final and cannot be appealed.
- G. The supervisor and the employee shall meet within 10 workdays of the panel response to incorporate recommendations into the supervisor-employee work relationship for the coming year.

ARTICLE 9
Fringe Benefits

9.01 LIFE INSURANCE -The Board shall pay the premium cost of term life insurance coverage with a maximum face value equal to one and one-half (1½) times the employee's annual salary to a limit of \$100,000. Such coverage will also include a compensation schedule for accidental dismemberment and double indemnity for accidental death. Unit members shall have the option to purchase additional coverage.

9.02 HEALTH INSURANCE - For each fiscal year of this agreement, the Board will budget for its share of the cost of health insurance premiums for all members of its group health and major medical program who are eligible for Board contributions toward the cost of their coverage. The program in effect on September 1, 2019 will be the base for benefits and premium calculations for the term of this agreement.

Each employee enrolled in the Board of Education's healthcare program as of September 1, 2019 shall pay ten percent (10%) of the cost for individual coverage and shall pay twenty-seven percent (27%) of the family/dependent cost, exclusive of the cost of individual coverage. All employee payments will be payroll deducted on a pre-tax basis in accordance with necessary payroll procedures and applicable guidelines of the Internal Revenue Service.

Beginning with the renewal of September 1, 2019, for each cumulative seven percent (7%) of health insurance cost increase experienced by the Plan, each employee shall pay an additional one percent (1%) of the cost for individual coverage and an additional one-half percent (.5%) of the dependent cost, exclusive of the cost of individual coverage. In addition, if health insurance costs decrease a cumulative seven percent (7%) of health insurance cost, each employee's cost share will be reduced by one percent (1%) for individual coverage and one-half percent (.5%) for dependent cost. The change in cost-sharing as described above will only be applied once in any plan year regardless of the actual change in premium. The maximum amounts to be paid by employees for healthcare insurance are as follows; individual fifteen percent (15%) of the cost for individual coverage; thirty percent (30%) for dependents.

9.03 LONG TERM DISABILITY INSURANCE - Unit III and IV members shall have the option to purchase long-term disability insurance through a group arrangement provided by the Board.

9.04 REIMBURSEMENT FOR EDUCATION EXPENSES - The Board shall reimburse all Unit III and Unit IV employees one thousand seven hundred and fifty dollars (\$1,750) per fiscal year for the costs of tests or tuition of courses or training required to maintain certification/licensure necessary for the position the employee holds. Reimbursement for courses related to another position in the system may be approved based upon the needs of the system.

Human Resources must approve all course work and tests prior to registration. However, no tuition reimbursement shall exceed the rate then being charged Wicomico County Board of Education employees by Salisbury University or the University of Maryland Eastern Shore, whichever is higher for a similar enrollment. Payment will be made in accordance with guidelines listed below:

- A. All requests for reimbursement must be filed prior to registration. Any grade reports or receipts required to verify completion of the course must be submitted prior to June 30 of the school year in which the work is completed. Employees who cannot submit such verification due to circumstances beyond their control may have the deadline extended by giving written notification of the reason(s) to the personnel office no later than the June 30 deadline.
- B. There will be no reimbursement for any courses completed in the spring semester if the employee is not returning the next school year.
- C. Reimbursement will be only for grades "C" and higher and for tests when the employee passes
- D. Those persons receiving scholarships or grants will receive reimbursement for any allowable difference between the grant and the reimbursement allowance. A copy of the grant must accompany any request for reimbursement.
- E. To be eligible for reimbursement, the employee's most current evaluation must be rated as satisfactory.
- F. Reimbursement will be contingent on the availability of funds.
- G. The Board will reimburse employees for licensure renewal and background checks required to maintain certification/licensure necessary for the position the employee holds, as determined by the Board of Education, according to the Maryland Department of Licensing and Regulation fee schedule. If the employee resigns or retires before the license/certification expires, the employee will reimburse the Board on a prorated basis.

9.05 SICK LEAVE BANK

- A. All members of the bargaining unit on active duty in Wicomico County are eligible to contribute to a sick leave bank. Contributors will be permitted to apply for leave from the bank to cover regularly scheduled duty days for periods of incapacitating personal illness, injury, or quarantine.
- B. The contribution on the appropriate form will be authorized by the member and continued from year to year until canceled in writing by the member. Cancellation, on the proper form, may be elected at any time, and the member shall not be eligible to use the bank as of the effective cancellation date. Sick leave properly authorized for contribution to the bank will not be returned if the member effects cancellation.
- C. Contributions shall be made between September 1 and October 1. Members returning from extended leave of absence and new employees may contribute within thirty (30) calendar days upon reassignment of employment. Members returning from extended sick leave shall be permitted to contribute to the bank upon approval of the committee.
- D. Annual rates of contribution shall be a maximum of one (1) day per year as determined by the Association and certified to the Superintendent prior to July 1 of each year.
- E. Members shall be permitted to apply for leave from the bank after January 1, 2005. The maximum number of sick days that can be granted in any one fiscal year will be the remaining number of duty days a member is scheduled to work. In no case will the granting of leave from the bank cause a member to receive more than his/her annual salary.

- F. Members must use accumulated annual leave, sick leave and personal leave before receiving leave from the bank. Application for use of the bank shall be made on the required form and submitted to the approval committee.
- G. A three-member approval committee, including two (2) members appointed by the president of the Association and the Health Services Coordinator or Human Resources Specialist Employee Relations (designee in the event the Health Services Coordinator is unavailable), shall have the responsibility of receiving requests, verifying the validity of requests, recommending approval or denial of the request, and communicating its decision to the member and the Superintendent/designee. The committee shall develop its rules of procedure and shall give wide distribution to said rules upon approval of the Board of Directors of the Association.
- H. The Human Resources Department shall approve these bank grants as being for incapacitating illness and that sick leave and personal leave is exhausted and forward payment authorization to the Payroll Department.
- I. Bank grants will not be automatically carried over from one fiscal year to another. All bank grants will end as of June 30 or the last duty day of the school year and must be renewed through the approval committee.
- J. If a member does not use all of the days granted from the bank, the unused sick leave days will be returned to the bank.

9.06 PAYROLL DEDUCTIONS - The Board will make the following deductions available to employees:

- | | |
|------------------------------------|----------------|
| Direct Deposit | Summer Savings |
| IRS approved Tax-Sheltered Annuity | United Way |
| BEE Federal Credit Union | AFLAC |
| Health insurance premiums | |

An Association deduction in addition to dues provided for in Article 3.9

9.07 BOARD SPONSORED RETIREMENT PLAN - The Board shall provide an employer sponsored 401(a) retirement plan for all Unit III or IV members enrolled in the Board's 403(b) tax sheltered annuity program. The annual rate of contributions to the 401(a) plan and the maximum contribution, if any, for any given year will be determined by the Board.

9.08 ATTENDANCE INCENTIVE STIPEND - Employees qualify if: 1) They directly enter retirement from active service of at least twenty (20) years in the public schools of Wicomico County and 2) They have accumulated sick leave as follows:

- A. 10-month employees who have accumulated at least one hundred and fifty (150) days of sick leave shall receive a stipend at the rate of twenty dollars (\$20.00) per day for each unused day of accumulated leave in excess of 150 days.
- B. 12-month employees who have accumulated at least two hundred (200) days of sick leave shall receive a stipend at the rate of twenty dollars (\$20.00) per day for each unused day of accumulated leave in excess of 200 days.

This stipend is available only to employees who meet one of the following conditions.

- Retirement is effective after the closing day of a school year.
- Retirement is for medical reasons.
- Retirement is for emergency reasons as determined by the Superintendent of Schools.
- Retirement eligibility date falls within the school year and notification of retirement is given by July 15 prior to the school year in which the employee intends to retire (less than 12-month employees).
- Twelve (12) month employees must give notification of retirement with sixty (60) days' notice.

ARTICLE 10
Salary

- 10.01** Salary scales for unit members will be based on negotiated salary schedules which are contained in Appendix A and are attached hereto and made a part of this agreement.

Effective July 1, 2019 all eligible Unit III/IV employees will receive a one-step increase. In addition, the salary scale will be amended based on the recommendations from the MAG Salary Study conducted last year, as attached.

WCEA-ESP will be notified prior to any building-level adjustments to the Building Service Manager Salary Scales.

A. Credit for Experience

Employees that were hired after July 1, 2017 and didn't receive credit for previous satisfactory work experience do so on the following computation:

No experience (less than 1 year; including part-time) – PPI #1
1-3 Years of credited work experience- PPI #2
4-6 Years of credited work experience- PPI #5
7-9 Years of credited work experience- PPI #8
10-12 Years of credited work experience- PPI #11
13 or More Years of credited work experience – PPI #14

Those positions that the system deems critical shortage areas may be moved higher on the PPI based on critical shortage needs and previous work experience.

- B.** An employee not placed on probation will receive a PPI increase (up to maximum) if funding is approved.

- 10.02 OVERTIME PAY AND COMP TIME** - A unit member shall not work more than (40) forty hours per week without prior approval of the supervisor. Overtime compensation above (40) forty hours will be made at one and one-half (1½) times the normal work rate for approved work beyond (40) forty hours. The employer will provide compensation either with salary or compensatory time. The employer will determine the type of compensation.

A. Accumulated comp time will be recorded as follows:

1. Employees with access to the Kronos system may access their accumulated comp-time at any time.
 2. Employees without access to the Kronos System will have their comp-time recorded and maintained by the employee's immediate supervisor. The employee shall be given a record of accumulated comp time upon request.
- B.** If the employee does not request to use his/her comp time and/or the supervisor does not schedule the comp time prior to June 30 of each year, the time shall convert to salary and will appear in the employee's next available check. Employees shall not be required to use comp time in greater than 2-hour increments. The use of less than 2-hour increments can be approved at the discretion of the supervisor.
- C.** Any call in on a weekend, at night or holiday will be compensated a rate of one and one half (1½) their normal rate for a minimum of two (2) hours. This shall apply to emergency calls, calls for alarms and/or break-ins.
- D.** Any employee who is scheduled for an approved leave day and is called back to work shall have the right to refuse the call in without reprisal. If the employee is available, and reports to work for any part of a day, he/she will receive credit for another entire day's leave.

10.03 "ON-CALL"- On-call schedules are developed to deal with the need of providing facility coverage for issues or emergencies that may arise during extended periods of non-use. During these times many people are away or on leave and buildings could be left totally unattended unless provided for otherwise. Leave requests during this period are taken on a "first-come" basis and are taken into consideration when developing the duty schedules. If an employee is assigned to be "on-call" for a day, or series of days, then that employee is given two hours compensatory time for each day he commits to being "available" to respond should the need arise. In addition, the employee is compensated for any actual hours worked in accordance with Article 10 Salary.

10.04 WORK PERFORMED OUTSIDE OF CLASSIFICATION

An employee detailed to duty outside his or her regular classification for more than twenty-five (25) consecutive working days shall be compensated at the appropriate rate for the classification that he or she is detailed to for the period of detail beyond twenty-five (25) days.

When an educational support employee is assigned the duty of substitute teacher for two (2) consecutive full days, he/she will be paid an additional amount of \$30 for working as a substitute teacher for each consecutive full day so assigned.

ARTICLE 11 Grievance Procedure

11.01 DEFINITIONS

Grievant - a Unit III and IV employee or group of employees or the Association making the claim.

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

Employer - the Board of Education or its administrative officers.

Days - working days.

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

11.03 PROCEDURAL STEPS- It is intended that the tone will be a positive employer-employee relationship. All grievances must be initiated at within fifteen (15) days from the date of its occurrence or the date the grievant knew or should have known of the act or condition, which is the basis of the complaint.

All grievances shall be presented in the following manner:

Step A - If an employee feels he/she has a complaint, that employee will schedule an appointment with his/her immediate supervisor within **fifteen (15) days** of the event to discuss the complaint orally. Subsequent discussions may ensue at the informal level if agreeable with both parties.

Step B - If the grievance is not settled at Step A, the grievant may move the matter to Step B by written notice to his/her immediate supervisor. The immediate supervisor shall have **ten (10 days)**, days to give a written decision after receipt of the grievance.

Step C - If the grievance is not settled at Step B, the grievant may move the matter to Step C by written notice to the Office of Human Resources within **ten (10 days)**, after receipt of the Step B decision. The Director of Human Resources shall have **ten (10 days)**, days to give a written decision after receipt of the grievance.

Step D – It is agreed that the Board or the Association may demand, within **twenty (20)** days of the Step C decision that a grievance not resolved in Step C be sent to Grievance Mediation.

- The Board and Association will execute a Side Letter addressing the details of the Grievance Mediation process for selecting a Mediator
- Mediation may not be invoked by an employee.
- If the matter is sent to mediation, but is not resolved in that process, the Impartial Mediator will be requested to issue in writing a brief non-binding opinion indicating his or her view as to what would have been the appropriate disposition of the matter in dispute if the matter had been subject to decision by the Impartial Mediator.
- All offers of settlement or compromise in the mediation will be confidential and will not be disclosed to others, but the brief opinion of the Impartial Mediator may be provided by either or both Parties to the Superintendent and to others.
- The costs of the Impartial Mediator and any process costs will be shared equally.
- It is contemplated that multiple grievances may be presented in a single session before a single Mediator if mutually agreeable.

Step E - If the grievance is not appealed to Step D, Grievance Mediation, and if the grievance is not settled at Step C, then the grievant may move the matter to Step E by written notice to the Superintendent of Schools no later than **ten (10)** working days after the earlier of the expiration of the period in Step D to request Mediation or the date on which the Board and the Association indicate that they will not be utilizing mediation for that grievance. If the grievance is appealed to Step D, Grievance Mediation, and if the grievance is not settled in mediation, then the grievant may move the matter to Step E by written notice to the Superintendent of Schools no later than **ten (10)** working days after receipt of the Impartial Mediator's opinion. The Superintendent of Schools or the designated representative shall have **fifteen (15)** days to give a written decision after receipt of the grievance. The decision of the Superintendent shall be final unless further appeal of the matter is conducted in accordance with the Annotated Code of Maryland, Section 4-205.

The Association agrees that it will not propose arbitration as one of the items that may be reopened pursuant to Section 12.08 of the Agreement until negotiations for the 2020 – 2023 Agreement.

- 11.04 ASSOCIATION REPRESENTATION** - All Unit III and Unit IV employees shall have the right of Association representation at each step of the grievance procedure. Any individual employee or group of employees shall have the right to present grievances to their employer and to have such grievances adjusted without the intervention of the Association as long as the adjustment is not inconsistent with the terms of the Agreement and the Association has been given opportunity to be present and make statements at such adjustment. Copies of employer decisions given at any step of the grievance procedure in any grievance whatsoever shall be delivered to the Association.
- 11.05 NO REPRISALS** - No reprisals shall be taken against any employee for processing a grievance or participating in any way in the grievance procedure.
- 11.06 RELEASED TIME** - When it is necessary for any party in interest to attend a meeting called by the Superintendent concerning the grievance, during the school day, such employee shall be released without loss of pay or benefits.

ARTICLE 12 General Provisions

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

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

- 12.03 RENEGOTIATIONS** - The Association and the Board agree that, should the receipt of funds be insufficient to implement fully the provisions of this Agreement pertaining to salaries, wages, hours, or conditions of work, those provisions affected by such reduced receipt of funds will be reconsidered pursuant Section 6.511 of the Education Article of the Annotated Code of Maryland.
- 12.04 NONDISCRIMINATION** -The provisions of this Agreement shall be applied without regard to age, sex, race, color, religion, national origin, sexual orientation, and disability. The parties stipulate that this Agreement shall be interpreted in such a manner as to be consistent with and subject to the nondiscrimination provisions of the United States Constitution and statutes, regulations and guidelines enacted pursuant thereto.
- 12.05 DISTRIBUTION OF AGREEMENT** -The Board agrees to make a copy of this Agreement available to each employee in the bargaining unit.
- 12.06 SUCCESSOR AGREEMENT**
1. Negotiating Teams - On or about October 1 of each year, the Association and the Board shall designate in writing to the other the official representatives to serve on its negotiating team.
 2. Opening Negotiations - Negotiations shall begin on a mutually agreeable date within the first fifteen (15) days of November.
 3. Negotiations Procedures - In an effort to reach understanding and agreement, both parties agree to exchange points of view and to conduct negotiations in good faith on all matters.
 4. Reaching Agreement - When agreement is reached covering the areas under discussion, the proposed Agreement shall be reduced to writing as a Tentative Agreement and signed by a representative of each negotiating team. Procedures for ratification of the Agreement by the Association and the Board shall be completed within ten (10) school days after the conclusion of negotiations.
 5. Impasse Procedures - In the event that an impasse in negotiations is declared pursuant to Article 6-408(d) of the Education Article of the Annotated Code of Maryland, if a neutral mediator cannot be agreed upon by the parties, the American Arbitration Association may be requested by either party to supply a list of ten names of persons qualified to serve from which the parties shall select a neutral third party.
- 12.07 EXECUTION** - The Board and the Association recognize that this Agreement, when ratified and properly signed by the Board and the Association, and upon such actions of the Board as are necessary to make them official, shall supersede any existing Board of Education policies and regulations with which it conflicts, subject to final determination by the fiscal authorities of the County pursuant to State law.

12.08 DURATION - Entered this 9th day of April 2019 by and between the Board of Education of Wicomico County and the Wicomico Education Association – Education Support Personnel. The provisions of this Agreement shall become effective on July 1, 2019 and shall continue in full force and effect until June 30, 2020 except for Article 10 Salary. In accordance with Article 12 General Provisions of this agreement, a new Article 10 Salary will be negotiated and included in this agreement for each school year through June 30, 2020. Also, either of the parties may open negotiations on two (2) articles of this Agreement in addition to Article 10 Salary.

FOR THE WICOMICO EDUCATION
ASSOCIATION - EDUCATION SUPPORT
PERSONNEL

/s/ Joan Smith
Joan Smith
President

/s/ Pamela Barclay
Pamela Barclay
Vice-President

/s/ Julia Berg
Julia Berg
Secretary

/s/ Kevin J. Johnson
Kevin Johnson
Treasurer

/s/ Marinus van Kullenburg
Marinus van Kullenburg

FOR THE WICOMICO COUNTY
BOARD OF EDUCATION

/s/ Donald L. Fitzgerald
Donald L. Fitzgerald
Chairman

**WICOMICO COUNTY BOARD OF EDUCATION
CLASSIFIED SALARY SCALE
2019-2020**

PAY GRADE	Step/Increment																								
	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25
1	11.15	11.37	11.59	11.82	12.05	12.29	12.53	12.77	13.02	13.28	13.54	13.80	14.07	14.35	14.63	14.92	15.21	15.51	15.81	16.12	16.43	16.75	17.08	17.41	17.75
2	11.72	11.95	12.18	12.42	12.67	12.91	13.17	13.43	13.69	13.96	14.23	14.51	14.79	15.08	15.37	15.67	15.98	16.29	16.61	16.93	17.27	17.60	17.94	18.29	18.65
3	12.32	12.56	12.81	13.06	13.31	13.57	13.84	14.11	14.38	14.67	14.95	15.25	15.54	15.85	16.16	16.47	16.79	17.12	17.45	17.79	18.14	18.49	18.85	19.22	19.60
4	12.95	13.20	13.46	13.72	13.99	14.26	14.54	14.83	15.12	15.41	15.71	16.02	16.33	16.65	16.98	17.31	17.64	17.99	18.34	18.70	19.06	19.43	19.81	20.20	20.59
5	13.60	13.87	14.14	14.42	14.70	14.99	15.28	15.58	15.88	16.20	16.51	16.83	17.16	17.50	17.84	18.18	18.54	18.90	19.27	19.64	20.03	20.42	20.87	21.28	21.63
6	14.30	14.58	14.86	15.15	15.45	15.75	16.06	16.37	16.69	17.02	17.35	17.69	18.03	18.38	18.74	19.11	19.48	19.86	20.24	20.64	21.15	21.72	22.32	22.76	22.99
7	15.02	15.32	15.62	15.92	16.23	16.55	16.87	17.20	17.54	17.88	18.23	18.58	18.95	19.32	19.69	20.07	20.47	20.86	21.27	21.91	22.52	23.08	23.70	24.16	24.40
8	16.59	16.92	17.25	17.58	17.92	18.27	18.63	18.99	19.36	19.74	20.12	20.51	20.91	21.32	21.74	22.16	22.59	23.03	23.47	23.93	24.40	24.87	25.35	25.84	26.35
9	17.43	17.77	18.12	18.47	18.83	19.20	19.57	19.95	20.34	20.74	21.14	21.55	21.97	22.40	22.83	23.28	23.73	24.19	24.66	25.14	25.63	26.17	26.66	27.38	27.68
10	18.31	18.67	19.04	19.41	19.79	20.17	20.56	20.96	21.37	21.79	22.21	22.64	23.08	23.53	23.99	24.45	24.93	25.41	25.91	26.41	27.10	27.84	28.61	28.84	29.07
11	19.24	19.62	20.00	20.39	20.79	21.19	21.61	22.03	22.45	22.89	23.33	23.79	24.25	24.72	25.20	25.69	26.19	26.70	27.36	28.17	28.87	29.67	30.47	31.07	31.38
12	20.21	20.61	21.02	21.42	21.84	22.27	22.70	23.14	23.59	24.05	24.51	24.99	25.47	25.97	26.47	26.99	27.60	28.42	29.13	29.92	30.74	31.57	32.43	33.07	33.40
13	21.24	21.66	22.08	22.51	22.95	23.39	23.85	24.31	24.78	25.26	25.75	26.25	26.76	27.28	27.87	28.64	29.49	30.22	31.04	31.88	32.76	33.65	34.57	34.84	35.53
14	22.31	22.75	23.20	23.65	24.11	24.57	25.05	25.54	26.03	26.54	27.05	27.58	28.13	28.89	29.75	30.57	31.41	32.27	33.16	34.04	34.90	35.85	36.83	37.12	37.85
15	23.44	23.90	24.37	24.84	25.32	25.81	26.32	26.83	27.35	27.88	28.42	29.16	29.96	30.85	31.68	32.54	33.42	34.32	35.25	36.27	37.18	38.18	39.23	39.55	40.15
16	25.87	26.38	26.89	27.41	27.94	28.49	29.04	29.60	30.17	30.76	31.36	31.96	32.58	33.21	33.86	34.55	35.58	36.48	37.47	38.58	39.63	40.62	41.74	42.56	42.99
17	27.18	27.71	28.25	28.80	29.35	29.92	30.50	31.09	31.70	32.31	32.94	33.57	34.22	34.89	35.93	36.90	37.91	38.85	39.91	41.00	42.12	43.26	44.45	44.81	45.70
18	29.99	30.58	31.17	31.77	32.39	33.02	33.65	34.31	34.97	35.65	36.34	37.04	37.76	38.49	39.23	39.99	40.76	41.55	42.53	43.68	44.87	46.10	47.36	48.30	48.78
19	31.50	32.12	32.74	33.37	34.02	34.68	35.35	36.03	36.73	37.44	38.17	38.91	39.66	40.42	41.21	42.00	42.86	44.03	45.24	46.47	47.75	49.04	50.37	50.78	51.26
20	33.09	33.74	34.39	35.05	35.73	36.43	37.13	37.85	38.58	39.33	40.09	40.86	41.65	42.46	43.28	44.47	45.67	46.92	48.21	49.50	50.87	52.26	53.68	54.12	55.19

Initialed for WBOE: _____ Initialed for WCEA-ESP: _____

Pay Grade	Unit	Exempt	Job Title	Hours
1	3	N	Delivery Driver - FS	1092
2	3	N	Custodian I	2080
	3	N	Food Service Worker	1092
3	3	N	Custodian II	2080
	3	N	Delivery Driver	2080
	3	N	Site and Grounds Worker I	2080
4	3	N	Administrative Assistant	1950
	3	N	Administrative Assistant - Schools	1274
	4	N	Assistant Building Service Manager I	2080
	3	N	Certified Nursing Assistant	1274
	3	N	Home School Liaison I	1274
	3	N	Instructional Assistant I	1274
	3	N	Site and Grounds Worker II	2080
5	4	N	Assistant Building Service Manager II	2080
	4	N	Food Service-Satellite Leader 1288/1380	Vary
	3	N	General Maintenance Technician	2080
	3	N	Home School Liaison II	1274
	3	N	Instructional Assistant II	1274
	3	N	Office Associate I 1950/2080	Vary
	3	N	Site and Grounds Worker III	2080
6	3	N	Accounting Assistant 1540/1950	Vary
	4	N	Asst. Building Service Manager III	2080
	3	N	Home School Liaison III	1274
	3	N	Instructional Assistant III	1274
	3	N	Maintenance Technician I	2080
	3	N	Media Associate 1274/1540	Vary
	3	N	Office Associate II 1950/2080	Vary
3	N	Office Associate II - Schools 1540/1820	Vary	
7	3	N	Accounting Associate I	1950
	3	N	Assistive Technology Specialist	1274
	4	N	Building Service Manager I	2080
	4	N	Food Service Manager I 1380/1472	Vary
	3	N	Maintenance Technician II	2080
	3	N	Office Associate III 1950/2080	Vary
	3	N	Office Associate III-Schools 1540/1820	Vary
	3	N	Technology Specialist I	2080
8	3	N	Accounting Associate II 1950/2080	Vary
	3	N	Accounting Associate II-Schools 1820/1950/2080	Vary
	4	N	Admin Office Associate 1950/2080	Vary
	3	N	Admin Office Associate-Schools	1820
	4	N	Building Service Manager II	2080
	3	N	Facilities Associate	2080
	4	N	Food Service Manager II 1380/1472	Vary
	3	N	Human Resources Associate I	1950
	3	N	Maintenance Tech III	2080
3	N	Printer Technician I	2080	
9	3	N	Accounting Associate III	1950
	3	N	Accounting Associate III-Schools 1820/1950/2080	Vary
	4	N	Building Service Manager III	2080
	3	N	Executive Office Associate I	2080
	4	N	Food Service Manager III 1380/1472	Vary
	3	N	Human Resources Associate II	1950
	3	N	Maintenance Inventory Technician	2080
	3	N	Printer Technician II	2080
3	N	Technology Specialist II	2080	
10	3	N	Executive Office Associate II	2080
	3	N	FARMS and Sales Manager	1950
	3	N	Homeless Case Manager	1950
	4	N	School Vehicle Foreman	2080
11	3	N	Accounting Associate IV-Schools 1950/2080	Vary
	3	N	Associate Systems Analyst	2080
	3	N	Data Analyst	2080
	4	N	Maintenance Foreman-Grounds	2080
	3	N	Technology Specialist III	2080
	3	N	Student Data Analyst	1950

Pay Grade	Unit	Exempt	Job Title	Hours
12	3	Y	Assistant Project Manager	2080
	3	Y	Assistant Technology Services Manager	2080
	3	N	Buyer I	2080
	3	Y	Energy Technician	2080
	3	N	Human Resources Associate III	1950
	3	N	Lead Data Analyst	2080
	3	N	Licensed Practical Nurse 1274/1365	Vary
	4	Y	Operations Assistant Manager	2080
	3	N	Payroll Specialist	1950
	3	Y	Transportation Associate	2080
13	4	Y	Volunteer Specialist-Mentors	1950
	3	N	Facilities Planning/Project Coordinator	2080
	3	N	Public Information Liaison	2080
14	3	N	User Support Specialist	2080
	3	N	Accountant I	2080
	3	Y	Construction Manager	2080
15	4	Y	Energy Manager	2080
	4	Y	Food Service Area Manager	2080
	4	Y	Project Manager	2080
	4	Y/N	School Program Coord I 1820/1950	Vary
	3	Y	Accountant II	2080
	3	Y	Buyer II	2080
	3	N	Database Specialist	2080
16	3	Y	Grants Specialist	2080
	4	Y	Human Resources Specialist I	2080
	4	Y/N	School Program Coord II 1820/1950/2080	Vary
	3/4	Y	Accountant III	2080
	3	Y	Construction Manager II	2080
	3	Y	Environmental Safety Specialist	2080
	3	N	Interpreter	1274
	3	N	Occupational Therapy Assistant	1274
17	3	N	Physical Therapy Assistant	1274
	3	Y	Risk Management Specialist	2080
	3	Y	School Nurse 1274/1365	Vary
	3	Y	Transportation Specialist	2080
	4	Y	Budget Manager	2080
	4	Y	Facilities Manager-Maintenance	2080
	4	Y	Facilities Manager-Operations	2080
	4	Y	Human Resources Specialist II	2080
	4	Y	Infrastructure Manager	2080
	4	Y	Payroll Manager	2080
18	3	Y	Systems Analyst	2080
	4	Y	Transportation Manager	2080
	4	Y	Accounting Manager	2080
	4	Y	Applications Manager	2080
	4	Y	Facilities Manager	2080
	4	Y	Health Services Coordinator	1920
	4	Y	Lead Systems Analyst	2080
	4	Y	Lead Human Resources Specialist	2080
19	4	Y	Risk Manager	2080
	4	Y	Sr. Construction Mgr.	2080
	4	Y	Technology Program Manager	2080
	4	Y	Technology Services Manager	2080
			Vacant	
	20	4	Y	Facilities Planner
	4	Y	Procurement Manager	2080

Food Service Satellite School Stipend Criteria: Effective 7/01/19
ADP = 1700+ \$2000/yr (CDH 1830)
ADP = 1200-1699 \$1500/yr (CDH 1831)
ADP = 600-1199 \$1000/yr (CDH 1832)

INITIALED FOR WBOE: DF INITIALED FOR WCEA-ESP: MVK

