

Agreement Between

The Collective Employees Association of St. Mary's County

and

The Board of Education of St. Mary's County

July 1, 2006 – June 30, 2009

Non-Discrimination Statement

The St. Mary's County Public School System does not discriminate on the basis of race, color, sex, age, marital status or sexual orientation, national origin, religion or disability in matters affecting employment, admission to or treatment in providing access to programs. For inquires related to this policy, please contact:

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ARTICLE 1 RECOGNITION

1.1 PREAMBLE

The Board of Education of St. Mary's County and the Collective Employees Association of St. Mary's County recognize that the development of a quality educational program for the children of the county is a joint responsibility which can be best achieved by agreement that both parties work toward common goals. The Board of Education and the Collective Employees Association enter into this Collective Bargaining Agreement (CBA) with mutual dedication, recognizing that the experience, creativity and judgment of both parties are necessary to meet the educational needs of the community. We mutually pledge to follow this Collective Bargaining Agreement (CBA) with patience, understanding, and **good will**.

1.2 DEFINITIONS

The following list of terms will be used frequently in the Agreement and whenever they are used will refer to the definitions described below unless otherwise stipulated:

- a. Board - The Board of Education of St. Mary's County
- b. CBA – Collective Bargaining Agreement
- c. CEASMC or Association - The Collective Employees Association of St. Mary's County, Maryland State Teachers Association (MSTA)/National Education Association (NEA)
- d. SMCPS - St. Mary's County Public Schools and its administration
- e. Employee - Any employee of the Board of Education who is contained within the bargaining unit represented by CEASMC:
 - Full-time: An employee who works 50% or more of the normal work week for his/her classification.
 - Part-time: An employee who works less than 50% of the normal work week for his/her classification.
 - Probationary: An employee who is employed to fill a full-time or part-time position for a trial period.
- f. Unit Member - Refers to any employee of the Board of Education who is included in the non-certificated bargaining unit and, therefore, covered by the terms and provisions of the Agreement.
- g. Unit - The unit shall include all non-certificated employees who are listed on Appendix A of the CBA.

- h. Non-certificated Employee - An employee of the Board, except those designated as supervisors by the Board, who is not required as a condition of employment to be "certificated" as defined by the Code of Maryland Regulations (COMAR) Title 13A – State Board of Education, Subtitle 12 - Certification.
- i. Superintendent - The Superintendent of the St. Mary's County Public Schools or his/her designee.
- j. Negotiations Law - Section 6-501 et seq. of the Maryland Code (1978).
- k. Agreement - The Collective Bargaining Agreement between the Board of Education of St. Mary's County Public Schools and the Collective Employees Association of St. Mary's County, MSTA/NEA.
- l. Day or Workday - Any day the unit member is scheduled to be on duty.

1.3 DESIGNATION

The Collective Employees Association of St. Mary's County recognizes the Board as the agency charged with the legal responsibility for the successful operation of the school system of St. Mary's County. This responsibility shall include the determination and administration of school policy, the operation and management of the schools, and the direction of employees, subject only to the provisions of its negotiated agreements and state and federal laws.

The Board recognizes the Collective Employees Association of St. Mary's County as the exclusive negotiating agent for all non-certificated employees of the St. Mary's County Public Schools with regard to all matters relating to salary, wages, hours, and other working conditions. Excluded from this unit are:

- Substitute employees: An individual who is employed to fill in for a full-time or part-time employee on a temporary basis.
- Temporary employees: Employees who are employed to work for a period not to exceed nine (9) months. Temporary employees shall be advised of the temporary nature of their employment at the time of hire.
- Employees who work less than 50% of the normal workweek for their particular classification.
- Summer youth/student employees.
- Bus drivers and bus assistants who are hired by bus contractors.
- All confidential and supervisory employees.

CEASMC recognizes its responsibility to represent fully and equally without discrimination all the members of the unit in the administration of this Agreement.

1.4 NEGOTIATIONS PROCEDURES

- a. Beginning dates for negotiations for successor agreements shall be determined between October 1 and November 15.
- b. In the event of impasse in negotiations should the Board and the Association be unable to agree upon a third panel member or obtain the member's commitment to serve within the specified time period, the parties agree to submit to the American Arbitration Association (AAA) for a list of panel members. The selection process at this point would come under the rules of the AAA.
- c. Upon mutual agreement, this agreement may be modified in whole or in part by an instrument in writing duly executed by both parties.

ARTICLE 2 DUES CHECK OFF

The Board shall deduct membership dues from employees' salaries for the Collective Employees Association of St. Mary's County. Association member employees voluntarily authorize such deductions by means of an appropriate written authorization form.

CEASMC shall provide the Chief Financial Officer annually, prior to October 1, with a listing which shall include each member's name arranged alphabetically by school or central office with the appropriate amount to be deducted. For new members, each list will have attached the original copy of the authorized form signed by the individual employee. Signed authorization forms will be arranged alphabetically by school or central office.

The Association shall provide the Chief Financial Officer annually, ten (10) working days prior to the second pay date in October, with a list of employees who have current membership in the Association, including each member's name and applicable identification number.

The Board and CEASMC agree that any employee who requests dues deduction shall be responsible for full payment of the dues authorized for the current school year. An employee who is terminated or resigns his/her employment during the school year shall have deducted from his/her final salary payment an amount equal to his/her remaining dues authorization. The authorization form shall include a statement to this effect and it shall be the responsibility of CEASMC to make the employee aware of this provision before the form is completed. In the event the employee's final salary payment shall be an amount not sufficient to meet the remaining dues, the responsibility for collection of such monies shall rest entirely upon CEASMC.

Deductions shall be withheld in seventeen (17) equal consecutive installments, beginning with the second pay period in October. The Board will not be required to honor any authorization for deduction that is delivered later than October 1. The Board will transmit the dues deducted to CEASMC within seven (7) working days after the last pay date of each month.

CEASMC shall indemnify and save the Board harmless against any and all claims, demands, suits, or any other forms of liability that shall rise out of, or by reason of, action taken or not taken by the Board for the purpose of complying with any of the provisions of this article, or in reliance on any list, notice or assignment furnished under any such provisions.

ARTICLE 3 GRIEVANCE AND ARBITRATION

3.1 STATEMENT OF INTENT

It is the intention of both the Board and the Association to develop a process that results in the resolution of grievances which arise from the CBA at the level within the system where the issue originates. Both parties endorse and encourage frank and open discussion of grievances and the use of a variety of non-adversarial, problem-solving techniques including, but not limited to, mediation, interest-based exploration of interests and options for solution and other means as appropriate. Employees shall be free to utilize the grievance procedure without prejudice to their employment status.

3.2 DEFINITIONS

- a. Grievant - A grievant is a unit member of CEASMC.
- b. Grievance - A grievance is any claim by a grievant that there has been a violation, misinterpretation, or misapplication of the terms of this agreement.
- c. For purposes of this article, a workday is defined as a day when the employee is scheduled to work.

3.3 GENERAL

All the time limits herein shall consist of workdays. The number of days indicated at each step should be considered a maximum and every effort should be made to expedite the process.

Nothing herein contained will be construed as limiting the right of any employee who has a concern to discuss the matter informally with the administrator who made the decision on the issue and to have the concern resolved without intervention of CEASMC. Such resolutions must be in accordance with the provisions of this agreement or upon a mutually agreed upon resolution between CEASMC and the Board.

3.4 PROCEDURE

Step 1 - The parties acknowledge that it is most desirable for an employee and the administrator who made the decision on the issue being grieved to resolve any problem relating to the terms of the Agreement through free and informal communications.

However, if such informal processes fail to satisfy the employee, the problem may be further processed as a grievance provided that the grievance is submitted in writing within twenty (20) days of the alleged grievance.

Step 2 - The grievant must submit the grievance in writing to the administrator who made the decision on the issue being grieved. The administrator will arrange for a meeting to take place within four (4) days after receipt of the grievance. The grievant and the administrator shall be present for the meeting. CEASMC and/or the Board's representative may be present at this step and any step thereafter. The administrator shall provide the grievant with a written answer on the grievance within four (4) days after the meeting.

Step 3 - If the grievant is not satisfied with the decision rendered by the administrator at Step 2, then he/she may appeal to the Superintendent within six (6) days of the receipt of the decision of the administrator. The Superintendent shall arrange for a meeting with the grievant to take place within five (5) days of his/her receipt of the appeal. Each party shall have the right to include in its representation such witnesses and counselors as it deems necessary to develop facts pertinent to the grievance. Upon conclusion of the hearing, the Superintendent will have ten (10) days in which to provide his/her written decision to the grievant.

Step 4 - If the grievant is not satisfied with the decision of the Superintendent in Step 3, or if the Superintendent fails to render a decision within the prescribed time, the grievance may within fifteen (15) days be submitted to arbitration by CEASMC under the Voluntary Labor Rules of the American Arbitration Association. The arbitrator shall have no authority to add to, alter, amend or modify any provision of this Agreement or to make any award which will in any way deprive the Board of any of the powers delegated to the Board by law. The award, in writing, of the arbitrator, except as noted in the above statement, shall be final and binding on the aggrieved and the Board.

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

**ARTICLE 4
WORKING CONDITIONS**

4.1 HOURS OF A NORMAL WORKDAY EXCLUDING LUNCH

Full-time clerical employees shall work seven (7) consecutive hours per day.

Full-time maintenance employees shall work eight (8) consecutive hours per day.

Full-time elementary food service managers shall work six (6) consecutive hours per day. Full-time middle/high school food service managers and assistant managers shall work seven (7) consecutive hours per day.

Full-time food service workers shall work six (6) consecutive hours per day.

Full-time building service workers shall work eight (8) consecutive hours per day.

Full-time paraeducators (regular education, special education, student discipline center, and behavior management center), and safety assistants shall work seven (7) consecutive hours per day.

Full-time technology employees shall work eight (8) consecutive hours per day.

It is understood that the hours of Board employed bus drivers and bus assistants are determined by the length of their bus route and may vary from year to year and throughout the year. The normal workday for Board employed bus drivers and bus attendants shall be eight (8) hours per day.

Half-time employees will normally work 50% of the above schedule.

If planning time between paraeducators and teachers is warranted, it will be scheduled during the paraeducator's normal workday. This will not prohibit those reasonable activities traditionally carried on after normal school hours.

All full-time employees shall have a one-half (1/2) hour duty free lunch period.

All full-time employees shall be granted two (2) 15 minute breaks, one scheduled during the first half of the shift and one scheduled during the second half of the shift. The specific scheduling of the breaks shall be done by mutual agreement of the employee and supervisor. Employees working overtime will be entitled to an additional 15-minute break for every additional two (2) hours worked.

a. Adjustments to the Normal Workday

The needs of the school system may require adjustments in the hours assigned during the normal workday. Except in cases of emergency, SMCPSS will provide the employee with ten (10) working days notice if there is an involuntary shift change.

b. Adjustments to the Scheduled Workweek

- (1) The St. Mary's County Public Schools has the right to schedule a normal workweek for five, eight (8) hour days in any period of seven (7) consecutive days, on any basis including a split period of days; e.g., Monday-Wednesday and Saturday and Sunday, to cover the needs of the school system. Except in cases of emergency, SMCPs will provide the employee with ten (10) working days notice if it is an involuntary change in the workweek.
- (2) St. Mary's County Public Schools also has the right under the contract to meet the needs of the school system for the Saturday, Sunday or holiday work, or on other days without incurring overtime pay by increasing or reducing preceding daily work hours.

4.2 OVERTIME

In the event that an employee works more than the number of hours designated for his/her position in a normal workweek and does not exceed forty (40) hours, he/she shall be compensated at the hourly rate of pay. In the event that he/she works more than forty (40) hours in a normal workweek, he/she shall be compensated at one and one-half times his/her rate of pay for all hours worked in excess of forty (40) hours in a normal workweek. He/She may request compensatory time which will be calculated at one-and-one-half (1½) times the hours worked.

When maintenance, operations and/or technology staff is called in for emergencies, they will receive a minimum of two (2) hours of compensatory time or hourly rate of pay. The hourly rate of pay or compensatory time shall be at the rate of time and one-half for all time worked portal to portal. When a disaster is declared by the Superintendent or his/her designee, the hourly rate of pay will be two-and-one-half (2½) times the normal rate of pay (regular hourly rate plus 1½ times the regular hourly rate). Compensatory time will not be accumulated beyond 240 hours. All compensatory time must be reported to payroll through the use of overtime sheets and will be reflected on the employee's pay statement.

Employees shall receive notice of required overtime work as far in advance as possible.

An employee being paid for overtime shall be paid for the overtime at employee's rate of pay existing at the time of the payment, regardless of whether that is higher than their rate paid at the time the work was performed.

Upon termination from employment, either voluntary or involuntary, an employee (or his/her family in the case of death) will be paid for all unused compensatory time accumulated at the final rate of pay received by the employee or the average regular rate of pay received by the employee during the last three years of employment, whichever is higher.

4.3 HEALTH AND SAFETY

The Board shall ensure that all employees have safe and healthful working conditions.

- a. The Health and Safety Committee at each site shall include one CEASMC representative. The Board agrees to provide periodic training for representatives of the Health and Safety Committee.
- b. Unit members shall not be required to handle or search for: (1) any object suspected of being a bomb or similar device that could be life-threatening, or (2) any substance for which they have not received training or have not been provided with personal protection equipment. In the interest of student and staff well being, unit members may volunteer to assist in such search, but in no way shall be subject to reprisal for choosing not to participate.
- c. The Board will provide all employees exposed to hazardous conditions with job-appropriate training necessary for the safe performance of the job responsibilities. Such training may include, but is not limited to: procedures to prevent the spread of contagious diseases, correct lifting procedures, and physical restraint of students (for paraeducators authorized to use physical restraint).
- d. The Board shall present all appropriate bargaining unit members with the appropriate annual first aid and/or health-related training.
- e. Work site security lighting at the location where staff members exit the building shall not be scheduled to go off until after the last employee is scheduled to leave.
- f. SMCPS vehicles to be used by employees shall be equipped with state and federally mandated safety features that were required in the year in which the vehicle was manufactured (unless the federal or state government requires a retrofit).

4.4 DUTY DAYS

Duty days for paraeducators (regular education, special education, student discipline center, and behavior management center) and safety assistants shall not exceed 190 for a 10-month assignment.

Duty days for eleven (11) month clerical employees shall not exceed 212.

Duty days for food service managers shall not exceed 184.

Duty days for food service workers and assistant managers shall not exceed 183.

Duty days for Board-employed bus drivers are determined by the number of student days.

Duty days for Board-employed bus assistant are determined by the number of

student days.

Duty days for twelve (12) month employees shall be determined by subtracting Saturdays, Sundays and holidays from the total days in the year.

4.5 EMERGENCY SCHOOL SYSTEM CLOSINGS

In the event that schools are closed due to inclement weather, the Superintendent's announcement shall designate the employees who are to report to work.

4.6 SUBSTITUTES

Paraeducators shall not be required to substitute for teachers beyond two (2) hours except in emergencies. Such coverage will be sought on a voluntary basis.

4.7 PERSONAL INJURIES

Any employee who suffers a job-related injury or illness, and because of such injury or illness is unable to return to work for more than three (3) consecutive days after the occurrence, is entitled to draw Workers' Compensation benefits.

- a. An employee may not draw both a salary from the Board of Education and Workers' Compensation benefits.
- b. During the time the employee is drawing Worker's Compensation benefits, salary will not be drawn nor will sick leave be charged.
- c. Before an employee can return to work from a work related injury, it is required that the employee have a medical release stating when the employee is able to return to work and that the employee is able to fulfill the requirements of his/her position or stating the reasonable accommodations that need to be made.
- d. An employee may elect to take sick leave in place of drawing Worker's Compensation. If the employee receives a benefit from Worker's Compensation for the time they have used sick leave, he/she are to sign the check over to the St. Mary's County Public Schools.

4.8 PERSONAL PROPERTY DAMAGE

- a. In the event that an employee has any clothing or other personal property damaged or destroyed as a result of an assault suffered in the course of employment, or stolen as a result of a violation by an unauthorized person from locked storage or other properly secured storage, the Board agrees to provide personal property insurance to cover said damage or loss as limited by the insurance conditions.

- b. Where possible, the Board will provide each employee a private, lockable space.

**ARTICLE 5
ASSOCIATION PRIVILEGES AND RESPONSIBILITIES**

5.1 USE OF FACILITIES

CEASMC shall have the right to use school facilities for meetings and shall pay any additional cost necessitated by such use. Prior approval must be obtained from the building principal.

5.2 BULLETIN BOARDS

As designated by the principal or person in charge of central office, a portion of the existing bulletin board space shall be reserved for use by CEASMC in each office or school for the purpose of displaying CEASMC notices, circulars and other such materials.

5.3 MATERIALS DELIVERY

CEASMC shall have the right to place official notices, circulars and other materials in employees' mailboxes. CEASMC shall have the use of the inter-school delivery system and e-mail.

5.4 INFORMATION

The Superintendent or his/her designee shall provide CEASMC with the names and work locations of new employees by the first week of each month.

The Board shall provide CEASMC with a copy of the agenda and official minutes of public Board meetings.

CEASMC shall provide the Superintendent with a copy of the official association meeting agenda prior to the meeting and a copy of the association minutes after their approval by the Association.

5.5 ACCESS TO EMPLOYEES

CEASMC representatives shall have access to all work locations and they may meet with employees, provided there is no interference with the work of the employees, as determined by the appropriate supervisor. Upon arrival at the work location, the representative shall confer with the appropriate supervisor or a designee to facilitate the visit.

5.6 CEASMC MEETINGS

- a. Employees shall be granted time off with full pay and no reduction of leave to attend CEASMC meetings.
 - (1) Said meetings will be limited to two (2) per year.
 - (2) Said meetings shall be held after 5:00 P.M.
 - (3) No employee shall be absent from his/her job site in excess of three (3) hours per meeting.
 - (4) Members of CEASMC shall be entitled to attend the ratification meeting, during a contract year, excluding the four regularly scheduled general membership meetings.
- b. The president of CEASMC or his/her designee will be released from his/her assignment to attend regularly scheduled Board meetings. Prior approval of the immediate supervisor is required. When a substitute must be provided by the Board, CEASMC will pay the cost to the Board. To conduct CEASMC business, the president or his/her designee may be released an additional twenty (20) days provided prior approval of the immediate supervisor is secured and the cost of the substitute is paid by CEASMC. Efforts will be made to minimize the impact of lost work time to any one employee. For any time in addition to the above, a request must be made in advance, in writing, to the Superintendent.

5.7 CONVENTION AND WORKSHOPS

Unit employees may attend the Maryland State Teachers' Association Convention and Maryland State Teachers' Association Leadership Training Institute (LTI) with the Board providing administrative leave. Other conventions and workshops conducted for professional growth shall be under the following conditions:

- a. Those unit members who wish to attend must receive prior written approval from the Superintendent of Schools.
- b. Approved attendance will be without penalty of leave or pay. There will be no reimbursement for expenses.
- c. Employees must submit upon completion of workshop written evidence of attendance.
- d. There shall be a minimum of two (2) twelve (12) month employees approved to attend the MSTTA Leadership Training Institute (LTI).

5.8 BARGAINING UNIT DATA

Each quarter the Board will provide an electronic transmission of bargaining unit data to the Maryland State Teachers Association (MSTA) including names, identification numbers, assigned sites, salaries (range, step), certifications, and positions/titles.

ARTICLE 6 EMPLOYEE RIGHTS

6.1 PERSONAL FREEDOM

The personal life of an employee shall concern and warrant the attention of the Board only as it may directly affect the employee's proper performance of his/her assigned function during duty hours. The St. Mary's County Public School System shall not discriminate on the basis of race, color, sex, age, marital status or sexual orientation, national origin, religion or disability. In the event the Equal Employment Opportunity Commission (EEOC) creates additional designations to their non-discrimination clause, they will automatically be added to this article.

6.2 PERSONNEL FILES

A personnel file shall be maintained in the Human Resources Office of SMCPSS. Employees shall have the right, upon request, to review the contents of their personnel file, and to receive a copy at their expense, upon request, of any document contained therein, excluding letters of reference. An employee shall be entitled to have a representative of CEASMC accompany him/her during such review. No material derogatory to an employee's conduct, service, character or personality shall be placed in the employee's personnel file unless the employee has been notified in writing. Requests to remove adverse information from one's personnel files must be made in writing to the Director of Human Resources. Copies of the request will go to the Principal or immediate supervisor. With regard to written material that is disciplinary, the notice requirements shall follow requirements in Article 7, Section 7.2. The employee shall have the right to submit a written response to such material.

The written response must be received within fifteen (15) working days from the date of signed receipt of document. No anonymous material shall be placed in an employee's personnel file.

6.3 POSTING

The board values the principle of hiring from within, and will apply that concept when filling vacancies for non-certificated positions. Given equal qualifications, any employee who makes timely application for said vacancies or new positions shall be given preference over new hires. All bargaining unit vacancies or new positions shall be posted at each work location throughout the school system and

shall be distributed to all employees on layoff, leave and summer vacation. These positions may not be filled before ten (10) working days from the date of the written advertisement, nor before all qualified candidates applying within those ten (10) days have been considered. If a vacancy is re-advertised or extended, the Director of Human Resources or designee will, upon request, provide feedback to an employee who applied but was not selected for the position, as to steps that the employee may take to improve chances for future advancement or change of assignment, and the reasons for the denial without revealing personnel information about other applicants.

6.4 VOLUNTARY REASSIGNMENT

Subject to the provisions of Article 7, Section 7.3, and Article 8, Section 8.20, a unit member's request for reassignment will be considered to the extent that a vacancy for which he/she is qualified exists and there is no conflict with the best interests of the school system.

An employee who voluntarily desires to transfer to another building or department may apply for a voluntary reassignment any time after a position is advertised.

6.5 INVOLUNTARY TRANSFERS OR REASSIGNMENTS

Nothing in this article shall be interpreted as diminishing in any way the Superintendent's right to transfer or reassign employees for the good of the school system. When an involuntary transfer or reassignment is necessary and when this action is not for disciplinary reasons, SMCPs agrees to consider length of service with the public schools of St. Mary's County in determining which employee will be transferred or reassigned.

- a. Written notice of an involuntary transfer or reassignment will be given to employees as soon as possible.
- b. An involuntary transfer or reassignment will be made only after a meeting between the employee involved and the appropriate administrator, at which time the employee will be notified of the reason for such transfer and reassignment.
- c. In the event that an employee objects to the transfer or reassignment at the meeting, upon his/her written request, the Superintendent or his/her representative will meet with him/her within a reasonable time of the request.

6.6 RECLASSIFICATION/JOB POSITION

Employees will be notified of the restructure of jobs, modifying job descriptions, and creation of new job positions. All new positions added to Appendix A of the negotiated agreement will be posted in accordance with paragraph 6.3.

In the event that the superintendent creates a committee beyond his executive staff to explore the creation of new or adjustment to existing positions, a CEASMC member will be invited to sit on that committee.

6.7 WORK PERFORMED OUTSIDE CLASSIFICATION

An employee detailed to duty outside his or her regular classification for more than twenty (20) consecutive workdays shall be compensated at the appropriate rate for the classification to which he or she is detailed for the period of detail beyond the twenty (20) days.

ARTICLE 7 JOB SECURITY

7.1 PROBATIONARY PERIOD

All new employees shall serve a probationary period of six (6) working months. At any time during the probationary period, an employee may be discharged, disciplined, reprimanded, or demoted without cause. The appropriate supervisor may inform the employee in writing of the areas of weakness and give suggestions for improvement in time for the employee to demonstrate improvement, if necessary. Procedures and guidelines for probationary evaluations shall be communicated in writing annually to principals and site supervisors with a copy to the CEASMC President and UniServ Director.

7.2 DISCHARGE AND DISCIPLINE

After completion of the probationary period, employees may be discharged, disciplined, reprimanded, or demoted only for cause. Employees shall have the right to have a CEASMC representative present at any disciplinary conference.

Any written discipline shall include provision for the employee to sign that he/she has received the disciplinary material. The employee's signature indicates that a copy has been received, not that the employee necessarily agrees with the content. The employee has seven (7) working days to respond in writing to any disciplinary communication. For good cause, the Department of Human Resources may grant an extension of the time for the employee to respond to a disciplinary communication.

The principal, site administrator, or department head shall inform the employee in writing of the intent to recommend suspension or discharge.

7.3 LAYOFFS

For the purposes of this section, "seniority" shall mean the length of continuous service, including approved leaves of absence, with the St. Mary's County Public Schools since the most recent date of hire. In the event of a reduction in force within an employment classification, as listed on the "Classification of Non-

certificated Employees" under Article 11, Salary, and/or Article 1, Recognition, 1.2 Definitions or the recall of said employees, seniority shall be the determining factor among qualified unit members in that classification. Unit members shall retain recall rights for a period of three (3) years.

In the event that unit members may be laid off because of work performed by non-unit members, the Board agrees to notify CEASMC and explore any alternative and consider any CEASMC proposals so as to minimize the effect on unit members.

7.4 EVALUATIONS

Evaluation is the careful, systematic appraisal of employee work performance by the supervisor. This provides a basis for employee counseling and assistance, promotes greater work efficiency, and improves employee morale. All evaluations of an employee shall be performed at least annually and shall be based upon direct observation of work performance. All observations shall be conducted openly and with full knowledge of the employee. All evaluations shall be reduced to writing, signed by the principal or central office administrator or department head who is responsible for coordinating/supervising the program, school or department.

A copy shall be given to the employee. If the employee does not agree with the evaluation he/she shall have the opportunity to make written comments which shall be attached to the evaluation and placed in his/her personnel file.

Should an employee's performance be rated as less than satisfactory overall, the supervisor shall meet with the employee within thirty (30) days after the evaluation to provide an action plan for improvement and conduct subsequent counseling and assistance. In developing the action plan and timelines the employee shall have the right to CEASMC representation.

The action plan shall include the following:

- a. Statement of problem or concerns;
- b. Desired improvement;
- c. Suggestion for improvement;
- d. Provisions for assisting the employee; and
- e. Timeline and criteria for monitoring employee's future performance.

7.5 NOTIFICATION OF ASSIGNMENT

All employees shall be notified in writing of their assignment and salary (including hourly rate) prior to July 1 each year. In some cases it may be necessary for this notification to read "location of assignment to be determined later." Operational

and emergency exceptions to meeting this date will be communicated to the Association.

ARTICLE 8 LEAVES OF ABSENCE

8.1 APPROVAL PROCEDURE

Before an employee takes annual or personal leave, the number of days requested must have been earned.

Except in an emergency situation, prior approval must be secured from the immediate supervisor before taking annual or personal leave.

8.2 ABSENCE REGULATIONS

Deductions for absences will be maintained on a current basis. Deductions for absences during one pay period will be made from the next pay period check. Termination pay during the year will be on the following pay period.

It is the employee's responsibility to notify the immediate supervisor, as soon as possible, whenever he/she expects to be absent from his/her position. When an employee has been absent, he/she should inform the immediate supervisor at least one day in advance of the date he/she expects to return.

The full payment of the annual salary will be based on the attendance of the employee. This attendance will be calculated as provided for in the Annual Operational Calendar. Employees' absences shall be reported on the appropriate form and appropriate approvals must be obtained.

8.3 SICK LEAVE – Annual Allowance

Sick leave will be credited at the rate of one (1) day per month worked and may be accumulated from year to year without limitation. Such leave may be used for absences caused by illness or physical disability of the employee. An employee shall be able to request an approval for advance in sick leave equal to that which an employee earns in a year for a documented medical emergency. Credit will be given for prior sick leave accumulation from a Maryland public school system provided the amount earned per year does not exceed the number of days eligible in the St. Mary's County Public School System. The total number of days that may be transferred into the St. Mary's County Public School System is twenty (20). The unused portion of such allowance shall accumulate from year to year without limitation. Except in cases of catastrophic illness, no transfer of sick leave between employees will be honored.

Absences for the following reasons will be charged against sick leave:

a. Personal Illness

- (1) The Superintendent or designee may require a doctor's certificate of illness from the employee's personal physician(s) whenever there is reason to believe that an absence is not due to a bona fide illness.
- (2) An employee shall, at her request, be allowed to use sick leave for absence due to disability connected with or resulting from pregnancy. A physician's statement verifying that she is disabled due to causes contributed to by pregnancy shall be required. If SMCPs has reasonable cause to believe that the employee's health would be endangered by continued employment, it may require the employee to obtain her physician's verification stating that she is physically able to continue her duties. The employee must return to work as soon as her health permits unless she resigns or requests a leave of absence. Before returning to duty, the employee may be required to present a physician's certificate stating that she is physically able to resume her duties.
- (3) An employee shall, at his/her request, be allowed to use up to thirty (30) days of accumulated sick leave for care of an adopted infant. Sick leave shall commence upon the employee receiving defacto custody of said infant or earlier if necessary to fill the requirements of adoption. Said employee shall notify the Superintendent in writing of his/her desire to take such leave, and except in case of emergency, shall give such notice at least thirty (30) days prior to the date on which he/she wishes the leave to begin. Written notice, when the employee is ready to return to work, should be provided two weeks prior to the return date.

b. Illness in Family

These days shall be deducted from accumulated sick leave. No more than seven (7) days in one year will be allowed.

c. Quarantine

When a communicable disease occurs in the home in which an employee resides, the employee shall state the disease and dates of quarantine.

d. Sick Leave Bank

There shall be established a sick leave bank for employees.

8.4 BEREAVEMENT

Employees shall be entitled to bereavement leave as follows. Bereavement leave shall commence on or after the death of the decedent, but not after the funeral.

- a. Up to seven (7) consecutive workdays will be allowed for the death of a spouse.
- b. Up to five (5) consecutive workdays will be allowed for the death of a child (natural or foster), grandchild, parent, grandparent, parent-in-law, brother, brother-in-law, sister, sister-in-law, daughter-in-law, son-in-law, or any person who lived regularly in the household of the employee.
- c. Up to three (3) consecutive workdays will be allowed for the death of an uncle or aunt.
- d. Up to two (2) consecutive workdays will be allowed for the death of a niece or nephew.
- e. Should an employee be named executor of an estate for those relatives listed in paragraphs a, b, c, or d above, he/she may elect to use up to two (2) of the allotted bereavement leave days within the next six (6) months in performance of this responsibility.
- f. The employee is required to submit to the immediate supervisor a signed written documentation stating the relationship, the date of death, the date of the funeral, and the dates of absence. This explanation will be forwarded with the payroll report.

8.5 SUMMONS

- a. When an employee is to be absent due to a court summons, subpoena or as a witness, a copy of the summons, subpoena, or letter requesting the employee's presence as a witness must be submitted to the immediate supervisor. This requirement should be completed in time for the immediate supervisor to obtain a suitable substitute.
- b. Salary Conditions
 - (1) Witness for the Board - if an employee appears as a witness for the Board at a court hearing, with or without a subpoena, no deductions shall be made from the employee's salary.
 - (2) Subpoenaed witness - if an employee appears in court in response to a subpoena to act as a witness for the State or for a private citizen, no deduction shall be made from the employee's salary.
 - (3) Witness for a private citizen - any court appearance as a volunteer witness for a private citizen shall be with no deduction in pay, provided the employee elects to use available personal leave.
 - (4) For job related personal court summons - no reduction in leave or salary unless the employee appears as a defendant and is adjudged guilty.

8.6 JURY DUTY

When an employee is drawn for jury duty, the employee shall receive full pay. He/she must furnish a written statement showing time served.

8.7 TEMPORARY MILITARY SERVICE

All employees who are members of the military or naval establishments of the United States or the State of Maryland shall be granted leave of absence on those days during which they are engaged in any military or naval duty to which they are ordered by proper authority. A copy of said order must be submitted to the immediate supervisor. This leave shall not exceed fifteen (15) calendar days in any year. Employees shall not suffer loss of pay for the working days included in such leave.

8.8 STUDY

A nonprobationary employee may be granted a leave of absence without pay for up to one year of legitimate study as approved by the Superintendent. An employee on such leave cannot be assured of reassignment to the same site as previously assigned, but the Board obligates itself to offer the employee, on the expiration of the leave, employment for which the employee is properly qualified, if a vacancy exists, without creating a new position or transferring an existing employee.

8.9 MILITARY LEAVE

Military leave without pay shall be granted to any employee who is drafted or enlists in any branch of the Armed Forces of the United States for the period of said induction or initial enlistment. An employee on such leave cannot be assured of reassignment to the same site as previously assigned, but the Board obligates itself to offer the employee, on the expiration of the leave, employment for which the employee is properly qualified.

8.10 POLITICAL LEAVE

The Board may grant a leave of absence without pay to employees who wish to campaign for public office and will grant such leave to the employee if elected to serve in said office. An employee on such leave cannot be assured of reassignment to the same site as previously assigned, but the Board obligates itself to offer the employee, on the expiration of the leave, employment for which the employee is properly qualified, if a vacancy exists, without creating a new position or transferring an existing employee.

8.11 PARENTAL LEAVE

A non-probationary employee may be granted, upon written request, a leave of absence without pay for child bearing and/or child rearing. Said child care leave may also be granted to an employee adopting an infant child, to commence at

anytime during the first year after receiving custody of said infant or prior to receiving such custody if necessary in order to fulfill the requirements for adoption. An employee on such leave cannot be assured of reassignment to the same site as previously assigned, but the Board obligates itself to offer the employee, on the expiration of the leave, employment for which the employee is properly qualified, if a vacancy exists, without creating a new position or transferring an existing employee.

8.12 ANNUAL LEAVE

a. All twelve (12) month employees shall earn annual leave in accordance with the following:

1 - 4 years	12 days
5 - 9 years	17 days
10 - 19 years	22 days
20 years and above.....	24 days

b. An employee may accumulate annual leave days up to a maximum accumulation of forty-two (42) days. All unused days per year beyond forty-two (42) may be carried over as sick leave. The effective date for transfer of days shall be September 30 each year.

8.13 IN-SERVICE TRAINING

Leave will not be reduced nor will employees suffer loss of pay for attending Board provided in-service training.

8.14 PERSONAL LEAVE

Three (3) days for all unit members with full pay will be allowed and shall not be charged against employee's sick leave. If these days are not utilized during the year, they shall be added to employee's accumulated sick leave. Permission for personal leave must be obtained in advance, if possible, as indicated in the approval procedure. Twelve (12) month employees entitled to annual leave under Section 8.14 above will not be eligible for this leave.

8.15 OTHER EXTENDED LEAVES

Absence without pay may be granted for good reason by the Superintendent.

8.16 BENEFIT CONTINUATION

While on an approved extended leave of absence, insurance coverage may be maintained through payment of the entire premium by the employee. The employee shall assume all responsibility for paying premiums. If payment is not made within the time specified, coverage shall be terminated. An employee shall have the option to purchase within the Maryland State Retirement System the amount of time he/she was on leave to the extent permitted by law.

8.17 APPLICATION

All requests for extended leaves of absence, extensions or renewals of such leaves shall be made in writing to the Director of Human Resources who shall respond to all such requests.

8.18 RETURN FROM LEAVE

Upon return from leave, a unit member shall be placed in the same position he/she held before taking the leave, if available.

8.19 FAMILY AND MEDICAL LEAVE

The right of employees to family and medical leave shall be as set forth within this document and the Family and Medical Leave Act of 1993. Employees shall be entitled to twelve (12) weeks per each fiscal year. An eligible employee is one who has been employed during the prior year with SMCPS for at least 1100 hours.

Nothing in this article shall be read to either eliminate or reduce in any way rights provided under the negotiated agreement.

8.20 SCHOOL INVOLVEMENT LEAVE

Employees who are parents of school age children are encouraged to participate in school activities related to the education of their children. The employee may elect to use any available leave, personal or annual, compensatory time or leave without pay for this purpose.

Except in cases of emergency, the employee will request such leave at least one week in advance.

ARTICLE 9 FRINGE BENEFITS

9.1 SEVERANCE PAY

Any employee at the time of retirement or death while under contract shall receive severance pay for the accumulated sick leave at the final regular daily rate of pay, provided the total amount of severance does not exceed \$1,200.

9.2 TRAVEL REIMBURSEMENT

For prior approved official school system business, authorized employees in the unit shall be reimbursed for use of their private vehicles at the IRS rate. Tolls and parking fees will be paid provided validated receipts are submitted.

9.3 HOSPITALIZATION, MAJOR MEDICAL AND DENTAL INSURANCE

- a. The Board will provide health benefits to include: hospitalization, major medical, dental, prescription, and vision care. The benefit package offered by the Board will include the following changes.

Employees hired after July 1, 2001 will be limited to a choice of two plans: The Preferred Provider Network (PPN) or the Blue Choice HMO. For school year 2006-2007, all employees and/or retirees not eligible for Medicare will be limited to a choice of two plans: the PPN or the HMO. For school years 2007-2008 and 2008-2009, any employee who was previously eligible for the traditional plan during the 2005-2006 school year who is not eligible for Medicare, may switch back to that plan during open enrollment periods. The traditional plan will continue to be provided in school year 2009-2010 if more than 50 employees and/or retirees are still enrolled as of June 30, 2009.

- b. For each employee, as defined in Article 1 of this Agreement and employed for 30 or more hours per week who is enrolled in either the PPN or the HMO, the Board shall pay an amount equal to 85% of the premium cost of the individual and dependents' group health care benefits as outlined above. For each employee, as defined in Article 1 of this Agreement employed fewer than 30 hours but not less than 15 hours per week who is enrolled in either the PPN or the HMO, the Board shall pay an amount equal to 42.5% of the premium cost of the individual and dependents' group health care benefits as outlined above. For each employee, as defined in Article 1 of this Agreement and employed for more than 30 or more hours per week who is enrolled in the Traditional Blue Cross/Blue Shield indemnity plan, the Board shall pay an amount equal to 75% of the premium cost of the individual and dependants' group health care benefits as outlined above.
- c. For each employee, as defined in Article 1 of this Agreement and employed fewer than 30 hours but not less than 15 hours per week who is enrolled in the Traditional Blue Cross/Blue Shield indemnity plan, the Board shall pay an amount equal to 37.5% of the premium cost of the individual and dependents' group health care benefits as outlined above.
- d. The Board will continue to support the group insurance plan for retired employees who retired prior to July 1, 1998. The Board will support the group insurance plan for those employees retiring thereafter, provided retiring employees who have participated in the plan have been employed by SMCPs for ten (10) or more years. The payment will be based on the total years of service in SMCPs as follows:

2006-2007

Years of Service in SMCPs	Board % Contribution for Retirees On the HMO and PPN Plans
10 - 19	55%
20 – 29	60%
30+	65%

Years of Service in SMCPs	Board % Contribution for Retirees On the Medicare Wrap Plan
10 - 19	$47.5\% + 2.5\% = 50\%$
20 – 29	$52.5\% + 2.5\% = 55\%$
30+	$57.5\% + 2.5\% = 60\%$

2007-2008

Years of Service in SMCPs	Board % Contribution for Retirees On the Traditional Plan
10 - 19	45%
20 – 29	50%
30+	55%

Years of Service in SMCPs	Board % Contribution for Retirees On the HMO and PPN Plans
10 - 19	55%
20 – 29	60%
30+	65%

Years of Service in SMCPs	Board % Contribution for Retirees On the Medicare Wrap Plan
10 - 19	$50\% + 2.5\% = 52.5\%$
20 – 29	$55\% + 2.5\% = 57.5\%$
30+	$60\% + 2.5\% = 62.5\%$

2008-2009

Years of Service in SMCPs	Board % Contribution for Retirees On the Traditional Plan
10 - 19	45%
20 – 29	50%
30+	55%

Years of Service in SMCPs	Board % Contribution for Retirees On the HMO and PPN Plans
10 - 19	55%
20 – 29	60%
30+	65%

Years of Service in SMCPs	Board % Contribution for Retirees On the Medicare Wrap Plan
10 - 19	52.5% + 2.5% = 55%
20 – 29	57.5% + 2.5% = 60%
30+	62.5% + 2.5% = 65%

This contribution will remain in effect until age 65, at which time the retiree may be eligible for Medicare, as well as, reduced premium rates for the Board sponsored group insurance plan.

- e. All other specifications not changed herein shall remain pursuant to the current insurance document.
- f. At any time during the term of the contract, the Board may offer additional voluntary benefits or options to employees. The costs of such programs or benefits, including administrative costs, shall accrue to participating employees.
- g. The Board shall continue to operate the county wellness program, which will be monitored by a countywide Wellness Committee.
 - The Wellness Committee shall include equal Board, EASMC, and CEASMC representation.
 - The Wellness Committee shall meet at least four (4) times per year.
 - The Board shall provide each employee with a copy of the Wellness Program’s schedule of services and activities prior to the beginning of each school year.
- h. The specifications of the Health Insurance Plan(s) for employees of the Board of Education of St. Mary’s County will be reviewed in the spring of each year by a Joint Insurance Study Committee, comprising an equal number of representatives appointed by CEASMC, EASMC and the Board. Any modifications to the Health insurance benefit recommended by the joint committee will be forwarded to the CEASMC, EASMC and BOE Bargaining Teams, as well as to the Superintendent and the CEASMC and EASMC Presidents, for consideration and possible inclusion in the follow-on Negotiated Agreement.

9.4 TERM LIFE INSURANCE

For each employee, as defined in Article 1 of this Agreement and employed for 30 or more hours per week, the Board shall pay 90% of the premium cost of a term life insurance policy in the amount of the employees' annual salary or \$5,000, whichever is greater. For each employee, as defined in Article 1 of this Agreement and employed fewer than 30 hours but not less than 15 hours per week, the Board shall pay 45% of the premium cost of a term life insurance policy in the amount of the employee's annual salary or \$2,500, whichever is greater. For each employee, as defined in Article 1 of this Agreement and

employed fewer than 30 hours but not less than 15 hours per week, who participated in the term life insurance program prior to July 1, 1981, the Board will continue to pay 90% of the employee's premium cost. Employees may elect to increase the value of their term life insurance in increments of \$10,000 (evidence of insurability may be required) provided they pay 100% of the additional premium cost. Choosing this option will not affect the amount of insurance the Board pays for at retirement.

9.5 LONG-TERM DISABILITY

The Board shall make payroll deductions for those employees who elect to participate in the long-term disability insurance plan administered by CEASMC.

9.6 UNIFORMS

The Board of Education will provide uniforms for members of the bargaining unit as follows:

- a. Operations, Maintenance, and Technology personnel will be issued two (2) sets of coveralls as deemed appropriate for the job task and the season. The coveralls will be provided upon request. They will be replaced as needed upon receipt of the previously issued coveralls. The Division of Supporting Services' ("DSS") Safety Committee, including a representative from CEASMC, will make the determination of eligibility with regard to job tasks.
- b. Upon request, a minimum of six (6) pairs of cloth painter's pants will be provided for all painters in the Maintenance Department per year.
- c. Operations, Maintenance, and Technology personnel will receive reimbursement up to \$50.00 per year upon receipt of proof of purchase of safety shoes with steel toes.
- d. Food service personnel will be provided with five (5) polo shirts per year, with the food service manager at each school selecting from the five available colors. Food service personnel will also be paid a shoe stipend of \$50.00 per year after submitting a receipt for purchase of work shoes.
- e. Safety Assistants will be provided with a workweek of coordinated upper body attire as coordinated with and implemented by the site administrator.
- f. Uniforms will be issued to personnel in Maintenance, Operations, Technology, Food Service, and to Safety Assistants. Any employee who is provided specific clothing or a uniform (including coveralls for the intended job task and shoes as listed above) in accordance with this section shall be required to wear that clothing or uniform in the performance of routine work-related duties at St. Mary's County Public School work sites. Employees may wear professional attire instead of the provided uniforms/clothing if scheduled to attend a work-related meeting outside of the regular work site. A winter and summer uniform can be selected from the eleven (11) sets provided for Maintenance and Operations staff. The summer uniform will consist of

standard issue pants and standard issue short-sleeved shirts. Navy blue, hemmed shorts, as approved by the DSS Safety Committee, are acceptable for Operations personnel only, but will not be provided by St. Mary's County Public Schools. Summer uniforms can be worn the day after the students last day of the 10-month school year. Standard issued uniforms will be worn commencing the first day of new teacher orientation.

ARTICLE 10 EDUCATIONAL ASSISTANCE BENEFITS

This program is designed to provide training and advanced education for permanent employees who wish to improve their performance in their present positions, in preparation for advancement, or as part of an approved career development plan. Tuition reimbursement will be provided for appropriate courses leading to initial certification or license, renewal of certification or license, advance certification or license, or degree. These courses will be limited to college credits, adult education courses sponsored by the Board, trade schools, or any combination thereof. The reimbursement will not exceed the actual amount the employee paid for tuition. Correspondence course credits will not be approved for tuition reimbursement.

Reimbursement for tuition shall not exceed \$2,100 per year for 2006-2007, \$2,200 for 2007-2008, and \$2,300 per year for 2008-2009. In determining whether the annual maximum reimbursement amount has been reached, the year to which the reimbursement applies will be based on the date of issuance of the grade slip for a completed course.

The school system will pay for the cost of the Paraeducator Assessment Test one time only when an employee presents appropriate documentation that he/she has passed the test and a receipt for the cost of the test.

Upon completion of the course(s), in order to be reimbursed, the employee must submit the following information to the Human Resources Office:

- a. Official grade slip or transcript with a minimum grade of "C" or,
- b. Written verification of satisfactory completion of the Adult Education course(s) and an official receipt verifying the actual tuition or registration fee paid must be submitted to the Human Resources Office within sixty (60) days of completing the course. If an extension is needed, the employee must request it in writing.

Professional skill development will be provided to affected employees by SMCPSS prior to the deployment of new systems and technology. Certified training will be provided to technicians and other employees who are directly responsible for the installation, maintenance, and/or support of such new systems and technology.

For purposes of this article, in order to take these tuition free courses or workshops or to receive tuition reimbursement, written approval of the Director of Human Resources must be obtained prior to registration for any course(s) or workshop(s).

**ARTICLE 11
SALARY**

11.1 PAYMENT SCHEDULE

Non-certificated employees shall be paid in twenty-six (26) installments per year.

11.2 Board-employed bus drivers will be paid at the following hourly rates according to documented experience driving a school bus in the state of Maryland.

Maryland Experience	Hourly Rate		
	2006-07	2007-08	2008-09
1-9 Years	\$13.13	\$13.63	\$14.18
10+ Years	\$13.75	\$14.79	\$15.38

Board-employed bus assistants will be paid at the following hourly rates according to documented experience as school bus assistants in the state of Maryland.

Maryland Experience	Hourly Rate		
	2006-07	2007-08	2008-09
1-9 Years	\$10.39	\$10.79	\$11.22
10+ Years	\$10.98	\$11.40	\$11.85

11.3 All non-certificated employees will be compensated after satisfactory completion of job related approved trade school¹ or college credits as approved by the Director of Human Resources according to the following:

- a. Employees with (30) college or trade school credits will receive an additional \$400 annually.
- b. Employees with sixty (60) college or trade school credits will receive an additional \$700 annually.
- c. Employees with an Associates degree will receive an additional \$800 annually.
- d. Personnel with a doctorate from an accredited institution in an area related to education or school system need, who are compensated on the A&S schedule, will have their annual salary increased by \$3,000. The amounts provided herein shall be treated as earnable compensation for state retirement purposes.

11.4 Night time building service workers who are assigned to work shifts which begin at 2:00 p.m. or later will receive a stipend of \$700.00 per year. Exceptions to this

¹ Specialized training is equated to college credits at an equivalent rate of one (1) semester hour per fourteen (14) hours of instruction.

section must be approved by the Supervisor of Operations.

- 11.5 Employees holding a license or certificate required for their employment, other than a license provided by the Maryland State Department of Education, shall receive reimbursement for the payment of the required license or certification fee, or for the fee paid for renewal of said required license or certification, or for the cost of programs and/or courses required for continuation of licensing, approved in advance. The total reimbursement shall not exceed \$500 per year.
- 11.6 A \$630 longevity increment will be added to the gross salary of all twelve (12) month employees at the 15th, 20th, 25th, and 30th year of creditable service. A \$525 longevity increment will be added for ten (10) and eleven (11) month employees.

Eligible unit members shall receive the regular step progression as set forth in the salary scale, and all unit members shall receive a COLA as defined below:

- a. For 2006-2007, a 3% COLA effective July 1, 2006.
- b. For 2007-2008, a 3.8% COLA effective July 1, 2007.
- c. For 2008-2009, a 4% COLA effective July 1, 2008.

In the event that the cost of living for any years exceeds 4.5%, the Association at its option will have the right to open negotiations on the area of salary for the subsequent fiscal year. The US CPI-U for the period of September to September will be used for the above determination.

ARTICLE 12 SEVERABILITY

If any provision of this Agreement or any application of this Agreement to any employee or group of employees is held to be contrary to law by a court of competent jurisdiction, such provision or application shall not be deemed valid and subsisting except to the extent provided by law; but all other provisions or applications shall continue in full force and effect. The parties shall meet no later than thirty (30) days after any such holding for the purpose of renegotiating the provisions affected.

ARTICLE 13 DISTRIBUTION

The Board shall provide a copy of this Agreement for each employee. The Board shall give new employees a copy of this agreement along with a welcome folder provided to the Board by CEASMC. The cost of providing copies of this Agreement will be shared equally by the Board and the Association.

**ARTICLE 14
DURATION**

The provisions of this Agreement will be effective as of July 1, 2006, and will remain in full force and effect until June 30, 2009.

IN WITNESS WHEREOF, the parties of this Agreement set their hands and seal this fourteenth day of June 2006.

**BOARD OF EDUCATION OF
ST. MARY'S COUNTY**

**COLLECTIVE EMPLOYEES
ASSOCIATION OF ST. MARY'S COUNTY**

Edmund J. O'Meally
Chairperson, Negotiating Team

Elizabeth Purcell Leskinen
Chairperson, MSTA UniServ Director

J. Bradley Clements
Team Member

Monique Willett
CEASMC President
Ex-Officio Team Member

Daniel L. Carney
Team Member

Sandra Seek
Chairperson, Negotiations Team

Dr. Edward T. Weiland
Team Member

Ernestine Pence
Team Member

Scott Smith
Team Member

Joseph Shade
Team Member

Richard Smith
Team Member

Barbara Turner
Team Member

Dr. Salvatore L. Raspa
Chairperson, Board of Education

James Spears
Team Member

Dr. Michael J. Martirano
Superintendent of Schools

Thomas Vaughn
Team Member

Judy Morazes
Team Member

Appendix A

Classifications

of

Non-Certificated Employees

Appendix B

Salary Scales

Appendix C

Schedule of Duty Days and Annual Hours by Job Title

A-1

B-1

B-2

B-3

B-4

B-5

B-6

B-7

B-8

B-9