Queen Anne's County Public Schools

Preparing World-Class Students Through Everyday Excellence

SUPPORT UNIT II AGREEMENT BETWEEN

QUEEN ANNE'S COUNTY EDUCATION ASSOCIATION, INC.

AND

BOARD OF EDUCATION OF QUEEN ANNE'S COUNTY

July 1, 2019 – June 30, 2021

Queen Anne's County Education Association

MSTA/NEA

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Section 100 Compensation

A.

Job Code Description	Pay Grade Letter
Building Service Foreman	16-U
Computer Technician	09-N
Computer Technician Specialist	12-Q
Custodian I 1st Shift	01-F
Custodian I 2nd/3rd Shift	02-G
Custodian II 1st Shift	04-I
Custodian II-2nd or 3rd Shift	05-J
Instructor Early Childhood	09-N
Lead Custodian	06-K
Maintenance I	03-H
Maintenance II	07-L
Maintenance III	10-O
Operations Dispatcher	05-J
Technology System Specialist-WAN	15-T

Pay Grade #	Description	Corresponding Salary Scale
1	Twelve Month Full-Time Position	261 Days
2	Ten Month Full-Time	215 Days
3	Ten Month Full-Time	207 Days

Queen Anne's County Support Salary Schedules 2019-2020
Effective July 1, 2019
Step 2 will become Step 1 and the new step at the top will become Step 8.
Step 8 scale remains unchanged until half-way through pay year (as indicated on the specific scale)

Support - 261 Days
Effective July 1, 2019

Pay Grade	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
01-F1	$ 22,627	$ 23,750	$ 24,930	$ 26,168	$ 27,470	$ 29,414	$ 30,885	$ 30,885
02-G1	24,055	25,251	26,504	27,824	29,205	31,273	32,837	32,837
03-H1	25,653	26,930	28,268	29,675	31,149	33,353	35,021	35,021
04-I1	27,338	28,697	30,123	31,623	33,196	35,545	37,322	37,322
05-J1	29,104	30,550	32,070	33,666	35,342	37,843	39,735	39,735
06-K1	31,210	32,761	34,393	36,103	37,900	40,585	42,614	42,614
07-L1	33,565	35,236	36,989	38,830	40,766	43,653	45,836	45,836
08-M1	36,093	37,889	39,776	41,757	43,837	46,943	49,290	49,290
09-N1	38,867	40,803	42,835	44,968	47,209	50,553	53,081	53,081
10-O1	41,896	43,981	46,173	48,486	50,891	54,498	57,223	57,223
11-P1	45,093	47,341	49,699	52,177	54,778	58,659	61,592	61,592
12-Q1	48,546	50,966	53,506	56,172	58,974	63,152	66,310	66,310
13-R1	52,331	54,940	57,678	60,558	63,575	68,080	71,484	71,484
14-S1	56,455	59,270	62,226	65,329	68,588	73,452	77,125	77,125
15-T1	61,000	64,043	67,238	70,592	74,115	79,367	83,335	83,335
16-U1	65,882	69,168	72,619	76,243	80,047	85,722	90,008	90,008
17-V1	71,098	74,646	78,371	82,282	86,387	92,512	97,138	97,138
18-W1	76,822	80,655	84,678	88,905	93,342	99,961	104,959	104,959
19-X1	82,209	86,312	90,618	95,142	99,891	106,975	112,324	112,324

Support - 261 Days
Effective January 10, 2020

Pay Grade	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
01-F1	$ 22,627	$ 23,750	$ 24,930	$ 26,168	$ 27,470	$ 29,414	$ 30,885	$ 32,429
02-G1	24,055	25,251	26,504	27,824	29,205	31,273	32,837	34,479
03-H1	25,653	26,930	28,268	29,675	31,149	33,353	35,021	36,772
04-I1	27,338	28,697	30,123	31,623	33,196	35,545	37,322	39,188
05-J1	29,104	30,550	32,070	33,666	35,342	37,843	39,735	41,722
06-K1	31,210	32,761	34,393	36,103	37,900	40,585	42,614	44,745
07-L1	33,565	35,236	36,989	38,830	40,766	43,653	45,836	48,128
08-M1	36,093	37,889	39,776	41,757	43,837	46,943	49,290	51,755
09-N1	38,867	40,803	42,835	44,968	47,209	50,553	53,081	55,735
10-O1	41,896	43,981	46,173	48,486	50,891	54,498	57,223	60,084
11-P1	45,093	47,341	49,699	52,177	54,778	58,659	61,592	64,672
12-Q1	48,546	50,966	53,506	56,172	58,974	63,152	66,310	69,626
13-R1	52,331	54,940	57,678	60,558	63,575	68,080	71,484	75,058
14-S1	56,455	59,270	62,226	65,329	68,588	73,452	77,125	80,981
15-T1	61,000	64,043	67,238	70,592	74,115	79,367	83,335	87,502
16-U1	65,882	69,168	72,619	76,243	80,047	85,722	90,008	94,508
17-V1	71,098	74,646	78,371	82,282	86,387	92,512	97,138	101,995
18-W1	76,822	80,655	84,678	88,905	93,342	99,961	104,959	110,207
19-X1	82,209	86,312	90,618	95,142	99,891	106,975	112,324	117,940

Support - 261 Days

Effective July 1, 2020 *Step Advancement and 1.0% COLA*

Pay Grade	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
01-F1	$ 22,853	$ 23,988	$ 25,179	$ 26,430	$ 27,745	$ 29,708	$ 31,194	$ 32,753
02-G1	24,296	25,504	26,769	28,102	29,497	31,586	33,165	34,824
03-H1	25,910	27,199	28,551	29,972	31,460	33,687	35,371	37,140
04-I1	27,611	28,984	30,424	31,939	33,528	35,900	37,695	39,580
05-J1	29,395	30,856	32,391	34,003	35,695	38,221	40,132	42,139
06-K1	31,522	33,089	34,737	36,464	38,279	40,991	43,040	45,192
07-L1	33,901	35,588	37,359	39,218	41,174	44,090	46,294	48,609
08-M1	36,454	38,268	40,174	42,175	44,275	47,412	49,783	52,273
09-N1	39,256	41,211	43,263	45,418	47,681	51,059	53,612	56,292
10-O1	42,315	44,421	46,635	48,971	51,400	55,043	57,795	60,685
11-P1	45,544	47,814	50,196	52,699	55,326	59,246	62,208	65,319
12-Q1	49,031	51,476	54,041	56,734	59,564	63,784	66,973	70,322
13-R1	52,854	55,489	58,255	61,164	64,211	68,761	72,199	75,809
14-S1	57,020	59,863	62,848	65,982	69,274	74,187	77,896	81,791
15-T1	61,610	64,683	67,910	71,298	74,856	80,161	84,168	88,377
16-U1	66,541	69,860	73,345	77,005	80,847	86,579	90,908	95,453
17-V1	71,809	75,392	79,155	83,105	87,251	93,437	98,109	103,015
18-W1	77,590	81,462	85,525	89,794	94,275	100,961	106,009	111,309
19-X1	83,031	87,175	91,524	96,093	100,890	108,045	113,447	119,119

County Bus Driver Salary

B.

County Bus Driver
Effective July 1, 2019

Experience	Hourly Rate
1	$ 17.94
2	18.33
3	18.74
4	19.14
5	19.56
6	20.00
7	20.44
8 or more	20.44

County Bus Driver
Effective March 6, 2020

Experience	Hourly Rate
1	$ 17.94
2	18.33
3	18.74
4	19.14
5	19.56
6	20.00
7	20.44
8 or more	21.46

County Bus Driver
Effective July 1, 2020
Step Advancement and 1.0% COLA

Experience	Hourly Rate
1	$ 18.12
2	18.51
3	18.93
4	19.33
5	19.76
6	20.20
7	20.64
8 or more	21.67

In the event that drivers arrive at their regular time during school delays after having left their residence prior to learning about the delay, they shall be allowed to swipe in at their normal time.

Bus Driver Annual Salary Compensation Formula:
Standard Daily Number of Hours x Number of Days x Hourly Rate = Annual Salary

C. A longevity increment will be added to the appropriate step after the following number of years of satisfactory service for the Board of Education of Queen Anne's County:

15 Years - $2,250.00
20 Years - $2,250.00
25 Years - $2,250.00

In the 2020-2021 contract year an additional longevity increment will be included for thirty (30) years of service - $2250.00.

D. Certifications/Licenses

Custodians obtaining the following licensures or certifications shall have their salaries increased by the percentages indicated. The Board will pay for the cost of the course of study and certifying exam for those who pass. Warehouse employees who operate a Fork Lift shall be qualified per subsection d.

a. Stationary Engineers License 2.0%
b. Commercial Driver's License 1.0%
c. Small Electric Certification 1.5%
d. Fork Lift Operator Certification 0.5%

E. Unit members promoted to another pay grade will be placed on the step whose salary amount is 5% greater that the unit member's current salary amount. In the event that a custodian moves from day shift to night shift, the increase in salary is a result of a differential in pay grade. When a custodian goes from night shift to day shift, the decrease in salary is reflective of the differential in pay grade.

The unit members in job code descriptions that have multiple levels shall advance following relevant procedures: Custodian "Custodian I to Custodian II Procedure."

When a job as a driver or unit member working in the warehouse becomes vacant it shall be posted for five (5) days for internal applicants prior to being posted to the public.

F. The Board of Education of Queen Anne's County shall provide written notice of placement on salary schedule on or before the 20th day of employment each school year.

G. If a unit member is called to return to the work site after one hour of their normal duty day, then the unit member shall be compensated for the hours worked plus one additional hour. This clause does not pertain to unit members called to work early.

H. The Board reserves the right to assign overtime work. All overtime must be approved in advance by the principal or immediate supervisor.

Workshop/In-service Pay

Unit members who participate in paid workshops/in-services during non-duty hours will be paid at their hourly rate of pay not to exceed $21.50 per hour.

Direct Deposit

A. The Board agrees to direct deposit all unit member's payroll earnings into the financial institution of their choice. All unit members will provide the Board with their account number and the financial institution's name, address and federal routing number. The unit member's earnings will be deposited in accordance with the following schedule:

1. 12-month unit members - every other Friday beginning with the second Friday in July for 26 pay periods.
2. 10-month unit members - every other Friday beginning with the first 12-month unit member pay period in September for 26 pay periods.
3. Unit members hired before July 1, 1989 that elected in writing by September 1, 1989 will receive their payroll earnings by check.

B. In addition to the above, the Board agrees to make available for all unit members payroll deductions into the savings account of the unit member's choice.

Group Hospitalization Plan
Health Insurance

The Board agrees to contribute toward the premium of the group hospitalization plan currently being offered by the Board of Education of Queen Anne's County for all unit members according to the scheduled listed below:

EPO Plan: The lesser of:	
Individual Plan	100% of premium or 100% of projected premium as of March 1of the agreement year.
Parent/Child Plan	90% of premium or 90% of projected premium as of March 1of the agreement year.
Husband/Wife Plan	90% of premium or 90% of projected premium as of March 1of the agreement year.
Family Plan	90% of premium or 90% of projected premium as of March 1of the agreement year.

PPO Plan: The lesser of:	
Individual Plan	85% of premium or 85% of projected premium as of March 1of the agreement year.
Parent/Child Plan	80% of premium or 80% of projected premium as of March 1of the agreement year.
Husband/Wife Plan	70% of premium or 70% of projected premium as of March 1 of the agreement year.
Family Plan	70% of premium or 70% of projected premium as of March 1 of the agreement year.

The current plan agreement covers the period of September 1 to August 31. Any additional premium payable by the unit members above the Board's contribution will be payroll deducted, as equally as possible, during the months of September through August. No unit member will receive more than 100% of the premium cost of their basic hospitalization plan.

Subsidy

1. A retiree is eligible to receive a subsidy provided by the Queen Anne's County Public Schools for the cost of health insurance under this program according to the following schedule:
   a. A retiree with ten (10) years of county service shall be entitled to receive thirty-six percent (36%) of the EPO's individual plan health insurance premium.
   b. A retiree with eleven (11) years of county service but less than twenty-five (25) years of county service shall be entitled to receive 3.6% of the EPO's individual plan health insurance premium costs for each year of county service.
   c. A retiree with twenty-five (25) or more years of county service shall be entitled to ninety percent (90 %) of the EPO's individual plan health insurance premium costs.
   d. A retiree choosing any plan offered by the Board of Education other than the EPO individual plan will receive an equal amount of money as the percentage generated by the EPO individual plan health insurance premium to which the retiree is entitled.
   e. Dependents will be covered in accordance with the plan the retiree is enrolled in.

2. A retiree shall pay the share of any portion of the premium for health insurance that is not subsidized by the Queen Anne's County Public Schools under this agreement. For those who retire in contract year 2018-2019 and beyond the Retiree share shall be paid automatically through Maryland State Retirement System.
3. The provisions of this section shall apply to any unit member retiring on or after 30 June 2007.
4. ***Nothing in this provision shall constitute a guarantee that the board will make contributions towards retiree health insurance benefits in the same amount as the level of contributions made towards health insurance for active employees, nor shall this provision be construed to prohibit the board and Queen Anne's County Education Association through the collective bargaining process from increasing or reducing from time to time the percent of contributions towards health insurance premiums which it is obligated to make on behalf of retirees, even if the effect of such increase or reduction of contributions results in a change in the level of health insurance benefit enjoyed by the retirees or an increase in co-pays or premium contributions made by the retirees.***

FULL BENEFIT CALCULATION

Years of County Service	Percent of premium subsidized
10	36.0
11	39.6
12	43.2
13	46.8
14	50.4
15	54.0
16	57.6
17	61.2
18	64.8
19	68.4
20	72.0
21	75.6
22	79.2
23	82.8
24	86.4
25	90.0

Payroll Deductions for Basic Hospitalization Plans

The Board agrees that all payroll deductions for basic hospitalization plans currently being offered through payroll deduction by the Board of Education of Queen Anne's County will be made as equally as possible over all pay periods.

Flexible Spending Account

The Board of Ed shall establish and maintain a Section 125 plan, which includes medical reimbursement and dependent care assistance flexible spending accounts.

Sick Leave Bank

1. QACEA will administer a sick leave bank. QACEA members are eligible to contribute to and join the sick leave bank. Contributors will be permitted to apply for use of the bank for salary payment for catastrophic personal illness/injury. Sick leave bank payments will be made only for regularly scheduled duty days after all accumulated leave time has been exhausted and are not otherwise receiving any related compensable benefits such as disability, workers' compensation or unemployment, and other preconditions have been met. The annual rate of sick leave contribution will be determined on a year-to-year basis by QACEA in consultation with QACPS. Employees who have to use the sick leave bank and have an accumulated leave issue may request special consideration from the Superintendent.
2. Catastrophic illness or injury is defined as a life threatening condition or combination of conditions affecting the ability of the employee to fulfill their job duties as assigned. The catastrophic illness or injury must require the services of a physician.
3. A Sick Leave Bank Approval Committee comprised of at least three QACEA members shall have the authority and responsibility of receiving requests, verifying the validity of requests, approving or denying requests and communicating its decisions to the member and the Director of Human Resources. The committee shall develop its rules and procedures and general criteria for approval. Upon approval of the rules and criteria by the Board of the Directors of QACEA, the Committee shall give them wide distribution. The committee shall require a doctor's certification of disability and shall have discretion establishing special limits or provisions for certain disabilities, i.e., mental illness.
4. Appeals of any decision of the Sick Leave Bank Approval Committee shall be made to the Superintendent of the QACPS.

5. QACEA shall indemnify and hold harmless the Board regarding any legal claims, actions or suits relating to QACEA's administration, function and operation of the Sick Leave Bank.
6. The Director of Human Resources shall authorize payment of approved bank grants.
7. The maximum lifetime number of days that the sick leave bank will grant to an individual is 190. Maximum lifetime number of days that the sick leave bank will grant for mental illness is 95 days.
8. Contributions for new membership shall be made during the open enrollment period, which is between July 15 and October 15. Members returning from extended leave will be permitted to contribute to the bank on the approval of the committee. New employees may elect to contribute within the first 30 days after their effective date of employment.
9. All bank grants will end on the last scheduled duty day of the fiscal year for which the applicant is eligible to use sick leave. A new application must be submitted to the approval committee for a succeeding fiscal year.
10. If a member does not use all of the days granted from the bank, the unused sick leave bank days will be returned to the bank.
11. Any unused sick days remaining in the bank on June 30 will be carried into the next fiscal year.
12. Members joining the sick leave bank will be permitted to use the bank for personal illness 30 days after receipt of their application for membership by the committee.
13. There will be a three-day waiting period after all accumulated leave time is exhausted and the employee has been off work for catastrophic personal illness/injury for a minimum of 20 work days before sick leave bank benefits may be used. The three-day waiting period will be waived for relapses of the same disability. Employees who do not have the amount of leave required to cover the 20 day off work period may request special consideration from the Superintendent.

14. The contribution will be authorized by the member on the appropriate form and continued from year to year until canceled in writing by the member. Cancellation, on the proper form, must be received by the committee by June 30 and will become effective July 1. Sick leave contribution to the bank, properly authorized for a given year, will not be returned if the member effects cancellation for that year.
15. More details on the administration of the Sick Leave Bank can be found in the Queen Anne's County Sick Leave Bank Rules document.

Group Term Life Insurance

Group Term Life Insurance for all active full-time unit members:

	Life Insurance	Accidental Death & Dismemberment
During the First Year of Service in the County	42,000	42,000
During the Second Year of Service in the County	44,000	44,000
During the Third Year of Service in the County	46,000	46,000
During the Fourth Year of Service in the County	48,000	48,000
During and thereafter the Fifth Year of Service in the County	50,000	50,000

*Coverage reduced to 75% upon the individual's attainment of age 70 and to 50% at the attainment of age 75.

Group Term Life Insurance Provisions

A. Master Policy
A master policy, listing all provisions of the contract, is issued to the employee.
B. Death Benefit
If death occurs from any cause, at any place, or at any time, the group life insurance benefits shown in the schedule of benefits will be paid at once to the unit member's named beneficiary. Arrangements will be made either for a lump sum settlement, or payment in installments.
C. Conversion Privileges
An insured unit member whose employment terminates has a 31-day period in which to convert all or a portion of his/her insurance to a term life insurance policy. This individual policy will be issued without medical examination. The individual policy will become effective 31 days after termination of his group life insurance. However, if death should occur during this 31-day period, the benefit under the group policy will be payable.
D. Disability Benefit
If an insured unit member becomes disabled from any cause before reaching age 60, the premiums for his group life insurance under the policy will be waived so long as he/she remains totally and permanently disabled and the master policy remains in force.
E. Beneficiary
The unit member may name any beneficiary he/she desires and may change this designation at any time by making written request on the form provided for that purpose.

Payroll Deductions for Tax-Sheltered Annuities

Payroll deductions for vendors approved to participate in the QACPS 403 B will be available for all unit employees.

College Course/Technical-Vocational Reimbursement

The Board will reimburse unit members for college and technical-vocational courses under the following conditions:

A. $300 per semester credit hour/technical course earned during the current fiscal year for no more than nine credits or two courses. Approved continuing education credits will be reimbursed $30.00 per continuing education unit (CEU).
B. There will be no reimbursements if the unit member receives any scholarship, institute, etc. unless the scholarship is less than the amount which would otherwise have been received from the Board, in which case the Board of Education will make up the difference between the amount of the scholarship and the amount which would have otherwise been received. In no case shall a unit member be reimbursed more than the actual cost per credit hour.
C. In order to receive reimbursement for a course, the unit member must have been employed in Queen Anne's County for 12 months immediately preceding the course and must be returning for the current school year.
D. There will be no reimbursement for courses completed in the spring semester if the unit member is not returning the next school year.
E. All courses must have prior approval by the Office of Human Resources. Approval of courses will only be granted for courses that relate directly to the unit member's current position. Approval of courses related to another position in the system may be approved based on the needs of the system.
F. A grade of B or better must be achieved.
G. No unit member shall be reimbursed for more than 9 credit hours earned during any period of time from July 1st to June 30th.
H. Reimbursement for the above is contingent upon available funds.
I. All school employees who are required to maintain a license that is required by the law and is part of their employee job description or is needed to advance within their job description shall be reimbursed for cost of license/certification or renewal of license/certification.

Section 110 Regular Duty Hours

A. Unit II: The regular duty hours shall be 8.0 hours excluding no less than a 30 minute lunch.
B. It is understood unit members will be allowed minimal breaks for appropriate reasons in conferral with their direct supervisor and set to cause minimal disruption to the workday.
C. Delayed Openings

1. When a school experiences a delayed opening for an emergency or because of inclement weather, school based unit members of the school that is delayed shall report no later than thirty (30) minutes before the students' scheduled arrival on school property.
2. When the School System experiences a delayed opening for an emergency or because of inclement weather, non-school based unit members shall report to their worksite no later than sixty (60) minutes after their regular start time.

D. Early School Closing

1. When a school is closed early for an emergency or because of inclement weather, unit members of the school that is closed early shall be permitted to leave the building fifteen (15) minutes after the departure of the last school bus provided that there is available coverage by administration in the event that there are students who remain in the building.
2. When the School System is closed early for an emergency or because of inclement weather non-school based unit members shall be released fifteen (15) minutes after the last school is dismissed.

E. Sections 110 (C) & (D) do not apply to those unit members identified by the Superintendent or designee as essential or emergency personnel. Current/future employees deemed essential employees will be notified of this designation**.

Section 120 Required Duty Days

A. The number of required duty days for all other 10 month positions shall not exceed 207 days.
B. The number of required duty days for 12 month employees shall not exceed 261 days.

Section 130 Identification Badges

The Board agrees to provide all unit members with an identification badge indicating that they are employed by the Board of Education of Queen Anne's County by September 30. All unit members will wear the badge in a manner agreed to by the Queen Anne's County Education Association and the Board of Education while performing their duties for the Board of Education of Queen Anne's County. Information regarding the manner in which the badge is displayed will be distributed at the beginning of each school year or any time there is a change.

Section 140 Blood Bank

Unit members can be enrolled in the Eastern Shore Blood Bank Program at no cost.

Section 150 Flu Shot

The Board will make every effort to provide a flu shot through the Queen Anne's County Health Department or a similar healthcare organization for all unit employees who wish to participate at the school building or site. The flu shot will be provided without cost to the employee.

Section 200 Leaves

A. Sick Leave

1. Unit members may earn an unlimited number of sick leave days at the rate of one (1) day per month in accordance with the Maryland State Board of Education By-Law §13A.07.03.02. Unit members may use up to a total of ten (10) of their accumulated sick leave days per school year for illness of their spouse, children or parents. In accordance with By-Law §13A.07.03.02, except as noted below, unit members who are absent from work due to personal illness/illness in the family are required to present to their building administrator, upon their return to work, medical verification of the absence, and subsequent fitness for full duty.
2. Unit members are granted a total of three absences of two consecutive days or less for personal illness/illness in the family without medical verification of the absence.
3. Notification for anticipated absences due to personal illness/illness in the family for five (5) or more consecutive days must be requested two weeks in advance through the Building Administrator/Supervisor.
4. Absences in excess of accumulated sick leave must be approved in advance by the Board of Education or designee except in case of emergency, of which the Board of Education shall judge.
5. Absences in excess of accumulated sick leave or without required medical verification will result in loss of pay. Deductions will be made for each day lost at the unit member's daily pay rate.
6. The building administrator will forward the medical verification to the Office of Human Resources according to established payroll procedures.
7. Sick leave that qualifies under the Federal Family Medical Leave Act will be recorded as required under the act. The Federal Family Medical Leave Act does not reduce benefits under the provisions of this item.
8. If extenuating circumstances arise in medical situations, the unit member will contact his/her building administrator and the Director of Human Resources.

9. For any unit member coming to QACPS from another local school system of Maryland, the Board will accept by transfer all unused sick leave in accordance with the provisions of the Maryland State Board of Education.
10. Former unit members who are reemployed within five (5) years of their separation shall be credited with unused sick leave accumulated during their previous employment with QACPS.

B. Reimbursement for Unused Sick Leave upon Retirement

Upon retirement from the Board of Education of Queen Anne's County, the Board agrees to reimburse the unit member for his/her unused accumulated sick leave not credited by the Maryland State Retirement and Pension System towards retirement. The reimbursement shall be at the rate of $90.00 per day, **not to exceed ten (10) days**.

C. Personal Leave

The Board will grant four days of personal leave for all unit members without deduction from salary or sick leave under the following conditions:

1. Absence is to be approved in advance by the Supervisor or his/her designee.

2. Approval will not be unreasonably denied. Reasons for denial will be given in writing.
3. Leave will not be granted for other employment or interviewing for other employment.

Unit members will be able to accumulate any unused personal leave days as sick leave days at the end of each school year.

D. Bereavement Leave

Upon the death of the unit employee's child, parent, grandchild, grandparent, brother, sister, spouse, mother-in-law, father-in-law, or anyone who lived regularly in the household of the unit employee, the Board of Education shall allow up to five consecutive calendar days absence, (excluding Saturday and Sunday), one of which must be the day of death, or the day after the death, or the day of the funeral, or the day of the interment, without loss of salary. If the funeral/memorial service is not scheduled within the consecutive calendar days (as described above), then one of the four bereavement days can be taken non-consecutively.

Upon the death of the unit employee's uncle, aunt, brother-in-law, sister-in-law~~,~~ niece, or nephew, the Board of Education shall allow up to two consecutive calendar days absence, (excluding Saturday and Sunday), one of which must be the day of death, or the day after the death, or the day of the funeral, or the day of the interment, without loss of salary. If the funeral/memorial service is not scheduled within the consecutive calendar days (as described above), then one of the two bereavement days can be taken non-consecutively.

E. Annual Leave

All full-time (12 month) unit members will earn annual leave days at the following rates:

a. Unit members with less than twenty years of service will earn 1¼ days per month worked, to a maximum of fifteen days per year.
b. Unit members with twenty but less than twenty-five years of service will earn 1¼ days per month worked and two additional days, to be credited on July 1, to a maximum of seventeen days per year.
c. Unit members with twenty-five or more years of service will earn 1¼ days per month worked and three additional days, to be credited on July 1, to a maximum of eighteen days per year.

Unit members may take annual leave when earned by submitting a "Request For Annual Leave" form to their supervisor for approval at least two weeks in advance. Request for annual leave not submitted two weeks in advance may or may not be approved at the discretion of the Board.

Unit members may carry over from one fiscal year to the next fiscal year, a maximum of twenty unused days of annual leave. Up to five days of annual leave will be converted to sick leave for all unit members that have more than twenty days of accrued annual leave on June 30.

Less than twelve-month unit members do not receive annual leave.

F. Jury Duty

The Board agrees that unit members who are called for jury duty may do so without loss of salary, emergency leave for personal reasons, or sick leave. If the unit member is released from jury duty before the end of the unit member's regular workday, the unit member is to return to work

G. Work Related Subpoena

A unit member shall be granted leave with no loss of pay for attendance in any legal proceedings connected with his/her employment with the school system.

H. Inclement Weather

When schools are closed the announcement will be made via radio and/or TV. Written notice of the radio and/or TV stations to be used will be provided to each unit member on or before the first day of school for each school year.

Section 300 Safety

Uniforms and Safety Shoes

Custodians/Maintenance

A unit member who is provided a uniform and safety shoes is required to wear the uniform and safety shoes in the prescribed manner while performing his/her duties for the Board of Education. The unit member will be provided with five (5) sets of uniforms and two (2) pairs of safety shoes. The second pair of shoes shall be provided half way through the contract year. Notwithstanding the previous sentence, if the uniform and/or safety shoes become unserviceable, the unit member will return the uniform and/or safety shoes for replacement. The following unit members will be provided uniforms.

1. Custodians
2. Maintenance

**Bus Drivers

A unit member who is provided a uniform is required to wear the uniform in the prescribed manner while performing his/her duties for the Board of Education. The unit member will be provided with five (5) shirts and one (1) jacket. If the uniform becomes unserviceable, the unit member will return the uniform for replacement.

The Board agrees that it shall maintain safe, sanitary, healthful working conditions and shall comply with related state and federal regulations. The Superintendent or his/her designee shall determine when a location is a health or safety hazard. Should an employee feel that a safety problem exists, he/she should report it immediately to his/her immediate supervisor. An inspection will be made as soon as practicable. The Board shall provide and the employees shall use all necessary and applicable safety equipment and Personal Protective Equipment (PPE).

Section 310 Assignments

A. It is the legal and exclusive right of the Superintendent of schools to assign personnel as needed, to meet the needs of the school system.
B. Any individual wishing to be considered for a transfer within the school system, must complete a *Request for*

Transfer form and submit to Human Resources no later than May 1 of each year. In the event that a unit position becomes open after May 1, a unit member may apply and be considered for such an opening.

C. If positions become available during the year, due consideration will be given to those who have specified the position on a previously submitted *Request for Transfer* form.
D. Advertisement of Vacancies – After the procedures of §6-201 of the Education Article of the Annotated Code of Maryland are followed, vacancies shall be advertised and announced no less than 7 days prior to their being filled.
E. Involuntary Transfer – Any member who is involuntarily transferred shall receive advanced notice stating the reason for the transfer.
F. Involuntary Demotion – Any employee who is involuntarily demoted or reclassified to another position covered by a support unit for reasons other than discipline on or after August 1st shall suffer no loss of salary, wages, or benefits as a result of the demotion or reclassification for the rest of the fiscal year.

Section 400 Recognition

A. This Agreement by and between the Board of Education of Queen Anne's County (QACBOE), hereinafter designated as the 'Board,' and the Queen Anne's County Education Association (QACEA)/Maryland State Teachers Association (MSTA)/National Education Association (NEA), hereinafter designated as 'Association'. The Agreement shall become effective upon ratification.
B. The Board recognizes the Association as the exclusive representative for all employees in the bargaining unit hereinafter defined, in accordance with Title 6, Subtitle 4, of the Education Article Annotated Code of Maryland for all matters related to wages, hours, and other working conditions. The Board will notify the Association of all new positions and the proposed unit assignment. Any disputes which may arise as to whether new positions are to be included in Unit I, Unit II, or Unit III shall be settled in accordance with the aforementioned provisions of the Maryland Code.
C. The rights and/or privileges granted to the Association in this agreement will not be granted to any other employee organization.
D. Unit Designation

   Unit II is composed of eligible non-certificated full time employees (employees employed at least nine months a year and that are working 35 hours per week) in positions that have standard hours of 40 hours per week.

E. 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 lawful activities.

Section 405 General Provisions

A. If any provision of this agreement or any application of this Agreement to any unit member or group of unit members is held to be contrary to law, decision by any court or the State Board of Education, or State Board of Education bylaw, then 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 not meet later than 10 days after any such holding for the purpose of renegotiating the provisions affected.
B. Nothing in this Agreement shall be construed as delegating to others the authority conferred by law on the Board and/or Superintendent or in any way abridging or reducing such authority. Except as expressly provided otherwise in this Agreement, the determination and administration of school policy, the operation and management of the schools, and direction of employees are vested exclusively with the Board and/or Superintendent.
C. In circumstances resulting from civil disorder, national emergency, fire, flood or other catastrophes beyond the control of the Board, the Association and the Board agree that any provisions of said policies which restrict the Board from taking emergency action for the safety and welfare of all citizens may be suspended for the duration of the emergency.
D. This Agreement is contingent on full funding by the County Commissioners of Queen Anne's County of the fiscal year FY 20 – FY 21 budgets of the Board of Education of Queen Anne's County. In the event any year of the budget is not fully funded, the parties shall renegotiate the negotiated agreement on request of the Board or Queen Anne's County Education Association.
E. The impasse process shall be conducted pursuant to regulation adopted by the PSLRB and in compliance with

Title 6, subtitles 4, 5, and 8 et seq., and Section 6-510(e) of the Education Article of the Annotated Code of Maryland.

Section 410 Items Entered In Personnel Files

All items entered in the personnel files of a unit member, except confidential references, shall be open to that unit member and available to no one else except his/her superiors, those having lawful right to such information, and those responsible for keeping the files. No unfavorable entry shall be made in the file without the unit member's knowledge. He/she shall affix his/her signature to each entry to indicate only that he/she is aware of the entry. Space shall be provided on any Board evaluation form for the unit member's comments and signature.

Section 415 Evaluations

A formal evaluation of a unit member's performance, including a private conference, must be made annually by May 30 for 10-month employees and June 30 for 12-month employees. The unit member's principal/administrator will conduct the evaluation. During the conference, the employee shall review, sign and receive a copy of the written evaluation. The employee's signature will not necessarily indicate agreement with the evaluation. The employee may attach written comments and reactions to the permanent evaluation report. If the evaluation is not completed by the above dates, the employee may contact the Human Resources Department.

Section 420 Individual Rights or Personal Freedoms

A. The Board agrees that nothing shall be deemed to deny or restrict any unit member from his/her full individual rights or personal freedoms except as it may impair his/her performance as a professional person.

B. In the administration of this agreement, neither the Board of Education of Queen Anne's County nor the Queen Anne's County Education Association, Inc. shall discriminate against any unit member because of that unit member's race, color, sex, religion, national origin, age or union membership, or against qualified individuals with a disability.

C. 1. No unit member shall be disciplined, suspended or discharged without just cause and without being informed of the reason(s) as set forth in a written notice of proposed discharge. The unit member shall be afforded an opportunity to give an oral or written response.

2. In any case involving the discharge or discipline of a unit member for just cause, at a subsequent meeting with The Superintendent, the parties shall develop the facts, exchange documentary evidence and present their positions. The Superintendent or designee shall issue a final decision in writing to the unit member.
3. Any unit member who has been discharged 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 decision is rendered. Upon appeal, the full record created before the Superintendent shall be forwarded to the Board, which shall consider all information presented, and shall allow oral arguments by the parties or a party's representative.
4. A discharge decision shall not be subject to the grievance procedure outlined in this Agreement.
5. The right of appeal outlined in Section 420 C does not apply to a unit member employed one year or less.

D. Whenever an employee is required to appear before a principal, supervisor, or the Superintendent for the purpose of discussing reduction of pay for disciplinary reasons, suspension, or dismissal, the employee shall be advised of their right and may request to have a representative of the Association present. If the employee is unable to arrange for Association representation within two (2) business days of making the request, the meeting shall nonetheless proceed as scheduled by the principal, supervisor, or Superintendent. This provision does not apply to situations where it is determined necessary to immediately remove the employee from the school environment pending further investigation.

Section 430 Grievance Procedures

A. The Board and Association agree to the following definitions.

1. A grievance is an allegation by a person or persons in the negotiating unit that his/her/their rights under the negotiated agreement have been violated.
2. An aggrieved person is the unit member making such an allegation.

B. The purpose of this procedure is to secure, at the lowest possible level, and in the shortest time, equitable solutions to the allegations which may arise. Both parties agree that these procedures will be kept as informal and confidential as possible.

C. Procedure

Level A. If a unit member feels he/she has a legitimate grievance, he/she must discuss it informally first with the person(s) with whom he/she feels he/she has the grievance within ten (10) school days. Every effort must be expended to settle the matter. An informal decision must be rendered within five school days.

Level B. If the matter has not been settled satisfactorily on Level "A" then the unit member must submit the grievance in writing within ten (10) school days after the informal decision has been rendered in Level "A" to the appropriate person designated by the Board by way of the person rendering the informal decision after which it will be discussed by the parties involved. The person shall render a written decision to the aggrieved within five school days after receipt and discussion of the written grievance.

The written grievance required in Level "B" shall contain the following information:

a. Name and position of the aggrieved person. b. Date written grievance is being filed.
c. Procedures taken to date and the results.
d. A complete statement of the complaint and the facts involved including relevant dates and times. e. A reference to the applicable provisions of the agreement.
f. Signature of grievance.

Level C. Finally, if the aggrieved unit member wishes further action beyond Level "B" he/she must notify the Superintendent of Schools in writing within ten (10) school days after the decision was rendered in Level "B" of his/her desire to have his/her grievance investigated and reviewed. A copy of the written grievance and the decision at Level "B" shall be sent to the Superintendent. The Superintendent will investigate the grievance and render his/her decision within five school days.

Level D. If the grievance has not been settled satisfactorily on Level "C" the Association may appeal to arbitration. The appeal must be submitted in writing to the Superintendent within fifteen school days after the written decision has been rendered in Level "C". In the event of arbitration the parties shall select an arbitrator by mutual agreement within ten days. If they are unable to reach a mutual agreement, an arbitrator shall be selected from a requested impartial list of five names from the American Arbitration Association. Both parties shall follow standard AAA procedures for the selection of the arbitrator.

The arbitrator will meet the superintendent or his/her designee and the aggrieved party or his/her representative either separately or together. The format, dates, and times of such meetings will be arranged by the arbitrator and will be conducted in closed session.

Fees assessed by the arbitrator shall be paid equally by the parties. The arbitrator will set forth his/her findings of fact, reasoning and conclusion on the issues submitted to the Board of Education is binding.

Failure on the part of the aggrieved person to observe time limits unless mutually agreed to extend (in writing) at the appropriate grievance level means that the grievance is settled. If a grievance affects a group of employees the

association may submit such grievance in writing as outlined in Level "B" to the Superintendent directly as outlined in Level "C".

Section 500

A. School Delivery Bins and Distribution Boxes

1. The Board will agree to permit the Association to deposit official Association business items for distribution in the respective school delivery bin in the Board of Education office in Centreville. The delivery of these items to the schools will be made according to the approved delivery schedule of the Board. It is understood that although the Association will be permitted the use of the Board delivery system, the official Board items will be handled on a priority basis.

2. The Board will agree to permit the Association to use the school distribution boxes under the following conditions:
    a. The materials will be limited to official Association business.
    b. A representative of the Association will be responsible for the deposit of such material in the boxes.

B. Association Official Mailing Address and Telephone Numbers

The Board will be notified in writing within two weeks of any change in the official mailing address and telephone number of the Association to which all items necessitated by this agreement shall officially be communicated.

C. Proposed Agenda for Board Meetings

The Board agrees to post its proposed Open Session Agenda on the official website of the Board of Education in advance of Board meetings. Documents disclosable under the Public Information Act which are reviewed by the Board during Open Session meetings shall be made available to the public prior to and/or during the Open Session meeting via electronic display or as printed copies. Documents displayed during the Open Session meeting via electronic display which are not available as printed copies shall be made available to the Association as printed copies within three (3) business days. The Association and the Board agree that there will be circumstances when documents are not available via electronic display or as printed copies during Board meetings and in such cases, the Board agrees to make copies available to the Association within three (3) business days. The Board will also post a copy of the official approved minutes of the Board meetings on the Board's website.

D. Association Representatives Meeting with Unit Members

The Board agrees that Association representatives may meet with a unit member or a group of unit members in their schools under the following conditions:

1. Permission must be obtained in advance from the Principal of the school.
2. Such meetings will not interfere with the normal school operation.

E. Association Use of School Facilities and Equipment

The Association shall have the right to use school facilities for meetings, at reasonable times beyond the work day and upon meeting all appropriate application and utilization procedures established by the Board.

F. Official Roster of Unit Members

The Board will furnish to the President of the Association a copy of the official roster of the unit members, which includes names, job titles, and building locations, employed in the county by October 30 for official Association business use only. The Board shall provide the association with any changes or updates to the roster on March 1.

G. Payroll Deductions for Professional Dues

The Board agrees to make payroll deductions for professional dues to NEA, MSEA, and QACEA under the following conditions:

1. The Association will provide the Board, by November 1st, the names and payroll deduction authorization sheets of all unit employees electing to have their dues payroll deducted.

2. The Board agrees to make 14 equal payroll deductions, known as the Standard Deduction Amount, for such dues beginning with the second pay period in November.

3. The Board will submit to the Association, or designated depository, by the 5th of the following month, a check for the amount of payroll deductions made for dues for the previous month.

4. The Board assumes no obligation, financial or otherwise, arising out of the provisions for dues deduction, and the Association shall indemnify and hold the Board harmless for any and all claims, grievances, arbitrations, awards, suits, attachments, or other proceedings arising out of or by reason of any action taken by the Board for the purpose of complying with any of the provisions.

5. Payroll deduction of dues is continuing and cancellation of dues deduction can be affected only by written notice to the Association President and the Board no later than November 1st of the school year (effective 6/30/13).

6. Any employee hired on or after November 1st, shall have his/her dues payroll deducted provided the employee joins the Association within sixty (60) days of the employee's initial employment. The Standard Deduction Amount will be made over the remaining pay periods. Any person covered under this agreement who joins the Association after November 1st shall have the Standard Deduction Amount be made over the remaining pay periods. No deductions will be made for periods of time prior to the employee electing to pay Association dues.

7. Upon returning from leave, employees who were members of the Association prior to the leave shall have the appropriate dues deduction automatically reinstated. No deductions will be made for periods of time while the employee was on leave.

8. On the first of each month, the Board will provide a report with the name, school and assignment of all full time unit members.

Section 505 Reductions in Force

Reductions in force shall occur in accordance with the agreed upon procedure attached hereto.

Section 506 FY 2020 & FY 2021 Provisions

2019-2020 Contract Year

1. Restructure the salary schedules by eliminating the first step, move step 2 to be the new step 1, renumber the remainder and add a new step 8. Step 8 will be increased by a 5% differential half-way through pay year.
2. All unit members shall advance one (1) step on the salary schedule.

2020-2021 Contract Year

1. The salary schedules will be increased by 1.0% COLA.
2. All eligible unit members shall advance one (1) step on the salary schedule.
3. A stipend of $2,250 will be added for those who qualify for a 30 year longevity
4. In cooperative efforts between the Association and the Board, the Association agrees for FY 2021 only:
   a) All unit members will take one (1.0) furlough day as a reduction in pay and a reduction in a work day.
   b) All unit members will be paid for 7.0 or 8.0 hours of training (based on member's normal work hours) on safety protocols and operating procedures related to the current COVID-19 Pandemic.

Bus drivers shall be paid according to salary scale in Section 100, B.

Addendum:

The attached settlement agreement concerning the Eastern Shore of Maryland Education Consortium Health Insurance Alliance (ESMEC) is meant to show the status of ESMEC in determining benefit related issues for members of this unit.

Section 600 Term of Agreement

Effective Dates of Agreement:
The Queen Anne's County Education Association, Inc. and the Board of Education of Queen Anne's County in accordance, with. Part l, Title 6. Subtitle 4, Section 6-408 under the Education Article, Annotated Code of Maryland, hereby enter into this Agreement for all unit employees concerning salaries, wages, hours, and other working conditions for the period beginning July 1, 2019 and ending June 30, 2021.

This Document constitutes the entire agreement between both parties. IN WITNESS WHEREOF, the parties hereunto set their hands and seals this fifth day of August, 2020.

BOARD OF EDUCATION OF QUEEN ANNE'S COUNTY	QUEEN ANNE'S COUNTY EDUCATION ASSOCIATION, INC.
By: Tamera L Harper	By:
President, Board of Education of Queen Anne's County	President, Queen Anne's County Education Association, Inc.
By:	By: Arthur J. Pippo
Superintendent of Schools, Queen Anne's County	Representative, Queen Anne's County Education Association, Inc.
By: John M. Pfuster	By:
Negotiating Team, Board of Education of Queen Anne's County	Representative, Queen Anne's County Education Association, Inc.
By:	By:
Negotiating Team, Board of Education of Queen Anne's County	Representative, Queen Anne's County Education Association, Inc.
By:	By:
Negotiating Team, Board of Education of Queen Anne's County	Representative, Queen Anne's County Education Association, Inc.
By:	By:
Negotiating Team, Board of Education of Queen Anne's County	Representative, Queen Anne's County Education Association, Inc.

ESMEC Settlement

QACPS Was a Party

Although the parties acknowledge that health insurance is an employee benefit subject to collective bargaining between the Board of Education of Queen Anne's County ("the Board") and the Queen Anne's County Education Association ("QACEA") the parties agree to incorporate, in its entirety, the following provisions regarding the Eastern Shore of Maryland Educational Consortium Health Insurance Alliance ("ESMEC Health Alliance") into a Memorandum of Understanding.

1. **Appointment of Trustees**: One trustee to the ESMEC Health Alliance will be nominated by the Superintendent and appointed by the Board. The second trustee will be a unit member who applies, is endorsed by QACEA and is approved and appointed by the Board to take effect prior to School Year 2016-17.

2. **Local Stakeholder Meeting:** The Board will hold a local stakeholder meeting in a timely fashion (but no later than 14 days as a suggestion) following each ESMEC Health meeting to communicate decisions made by ESMEC Health Alliance Trustees to the Board's employees.

3. **Copays, Deductibles, Out of Pocket Expenses, and Plan Specifics** will be determined by the ESMEC Health Alliance Trustees. Language in the negotiated agreements that details specifics related to these items will be removed from the negotiated agreements; however, the impact of any increased costs associated with changes to health insurance remain a subject of bargaining, including premium cost sharing or other financial considerations.

4. **Premium Costs Shares** will remain in each negotiated agreement and will be bargained as determined through the collective bargaining process.

Below are items that require actions by the ESMEC Health Alliance Trustees and will be recommended for adoption by the Board's Trustee:

1. **MSEA Advisory Role**: ESMEC Health Alliance will permit an MSEA advisory non-voting participant to attend the ESMEC Health meetings to observe discussions and offer advice. If, at any time, the MSEA participant is deemed to be disruptive to the conduct of the Trust's business, MSEA shall be provided notice and an opportunity to address the concerns before being required by the Board's Trustee to recommend another participant to be considered for approval and appointment by the Board.

2. **Training Program:** ESMEC Health Alliance and MSEA will develop and implement a training program for all trustees on a regular basis.

3. **Copays, Deductibles, Out of Pocket Expenses, and Plan Specifics** will be determined by the ESMEC Health Alliance Trustees. The ESMEC Trustees will determine changes by December 31 of each year, to take effect by September 1 the following year. Following December 31, the parties will have an opportunity to discuss, review, and study the changes.

REDUCTIONS IN FORCE (RIF) OF SUPPORT PERSONNEL

Definitions:

Seniority: Seniority shall be defined as the length of full-time service with the Queen Anne's County Public Schools. It shall become effective one year following initial employment, but shall become retroactive to the first date of employment. Approved leaves of absence will neither count toward years of service for seniority purposes, nor be considered a break in service.

Reduction in Force (RIF): Reduction of Force (RIF) shall be defined as the termination of an employee or reduction in time worked because of one or more of the following reasons:

1. Budget allocations
2. Decreased pupil enrollment
3. Discontinuation or reduction of State or Federal funding for special programs
4. Consolidation or closing of a school(s)
5. Discontinuation of courses of instruction and/or programs
6. Administrative reorganization

Procedure:

The following procedures will be followed in a reduction in force of classified personnel:

1. No employee will be terminated by virtue of his/her position being abolished if a temporary employee currently holds the same type of position.

2. If no temporary employee is currently holding the same type of position, probationary employees in that type of position shall be terminated next in order.

3. When no temporary or probationary employee is holding the same type of position, seniority shall govern Reductions in Force, so long as the employee has

    a. Satisfactory performance evaluations, and
    b. The requisite qualifications, certifications and licenses

4. The Board shall provide thirty-five (35) calendar days written notice to all affected employees of any potential reduction in force and a minimum of ten days if the reduction in force will occur.

Recall:

1. Permanent employees whose employment has been terminated as a result of a reduction in force shall be re-employed in cases where the future vacancies develop in positions for which they are qualified. The employee who was released most recently being eligible for the first vacancy.

2. Recall privileges shall exist for a one (1) year period from the official date of termination due to reduction in force.

3. Recalled employees shall be allowed ten (10) workdays from the official date of recall to respond and ten (10) workdays after the response to report to work.

4. Any recalled employee shall resume employment with the salary, index, and seniority which said employee had at the time of termination. Upon recall, all sick leave and unreimbursed annual leave shall be restored in the amount credited at the time of termination.

5. If an employee has been recalled and rejects the offer of a position, the employee shall be deemed to have waived his/her right to recall status.