



# PGCEA and PGCPS Negotiated Agreement

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Sick Leave Bank, Pregnancy and Maternity Leave  
Contract Excerpts



**Sick Leave  
Bank**



**Maternity  
Leave**

## Article IV 4.19

### J. Sick Leave

Sick leave, with pay, shall be provided for professional employees as hereafter stated:

1. An employee whose employment began prior to July 1, 1987, and whose regular work year is ten (10) months shall be entitled to fifteen (15) days of sick leave each year without loss of pay, the entitlement to which sick leave shall accrue on the basis of one and one-half (1 1/2) days per month for each month of active employment. An employee whose employment began prior to July 1, 1987, and whose regularly scheduled work year is more than ten (10) months in any regular work year, shall be entitled to one (1) additional day, per month, of sick leave for each additional month of active employment.

An employee whose employment began on or after July 1, 1987, and whose regular work year is ten (10) months shall be entitled to ten (10) days of sick leave each year without loss of pay, the entitlement to which sick leave shall accrue on the basis of one day per month for each month of active employment. After eleven (11) years of employment, an employee will be entitled to one (1) additional day. After twelve (12) years of employment, an employee will be entitled to two (2) additional 18 days. After thirteen (13) years of employment, an employee will be entitled to three (3) additional days. After fourteen (14) years of employment, an employee will be entitled to four (4) additional days.

After fifteen (15) years of employment, an employee would be entitled to five (5) additional days. The aforementioned additional days shall accrue on February 1.

An employee whose employment began on or after July 1, 1987, and whose regular work year is more than ten (10) months in any regular work year shall be entitled to one (1) additional day, per month, of sick leave for each additional month of active employment.

Sick leave may be taken in advance of actual accrual thereof as follows:

a. Ten (10) days shall be available at the beginning of the school year for ten (10) month employees, eleven (11) days for eleven (11) month employees and twelve (12) days for twelve (12) month employees. For those employees who accrue more than this initial grant of sick leave days per year, the remaining days will be available as of February 1.

2. Unused sick leave earned and credited to an employee as of July 1, 1977, plus any and all unused sick leave earned after that date may be accumulated from year to year without limit.

3. A doctor's certificate of evidence for the necessity of loss of time shall be required for days in excess of three (3) for any one illness. A doctor's certificate may be required for periods of less than three (3) days absence, if in the opinion of either the immediate supervisor or the Superintendent's designee the teacher is abusing sick leave privileges. A doctor's certificate may be required weekly for absences exceeding five (5) consecutive work days, except where the certification specifies disability exceeding five (5) consecutive days.

#### 4. Retention of Sick Leave:

Accumulated sick leave for all ten-month employees shall be retained provided the individual returns to full time employment

with the Board of Education no later than fifteen (15) months after the termination of employment.

Accumulated sick leave for any eleven or twelve-month employees shall be retained provided the individual returns to full-time employment with the Board of Education no later than twelve (12) months after termination of employment.

#### 5. Transfer of Accumulated Sick Leave:

A teacher may transfer up to a maximum of ten (10) days of sick leave per year earned and accumulated in another public school district within the State of Maryland after September 1, 1966. Sick leave may be transferred at the rate of ten (10) days per year until a total maximum accumulation of 100 days has been recognized.

#### 6. Use of Sick Leave:

a. Sick leave shall be allowed in case of *actual sickness or disability* of the employee, necessary appointments with a physician or dentist or confinement to home because of quarantine and for temporary disabilities related to pregnancy. (Pregnancy itself is not considered a sickness warranting the granting of sick leave with pay. It is only disability resulting from the pregnancy for which sick leave may be allowed.)

b. *Sickness in Family*: A member of the unit with one or more years of service in Prince George's County who does not earn annual leave may use **up to the** maximum of **their** annual allotment of accumulated sick leave for serious illness of members of the family residing permanently in the household. The employee will certify in writing that such a serious illness exists. Exceptions to the residence requirement will be made by the Chief Human Resources **Officer**.

c. *Adoption*: To facilitate an adopted child's adjustment to a new home, a member of the unit with one or more years of service in Prince George's County who does not earn annual leave may use a maximum of five (5) consecutive days of sick leave. **Requests for additional days under this section may be submitted to the Chief Human Resources Officer and will be acted upon promptly and not be unreasonably denied.**

7. Holidays to which an individual is entitled which occur during sick leave shall not be charged against such leave.

#### 8. Employee's Sick Leave Bank

An Employees' Sick Leave Bank will be established effective July 1, 1978.

a. All unit members on active duty with the Prince George's County Public Schools are eligible to participate in the Sick Leave Bank. A teacher newly employed will be eligible to join the Sick Leave Bank six (6) months following his/her first day on duty and must submit the application within thirty (30) days of the first day of eligibility.

Employees who elected not to join the Sick Leave Bank upon first becoming eligible have a six-month waiting period after joining the Bank before becoming eligible to use the Bank. Participation is voluntary, but requires contribution to the Bank. Only contributors will be permitted to use the Bank for payment for qualifying incapacitating personal illness during regularly scheduled duty days.

b. The Sick Leave Bank will be administered by a three (3) member approval committee appointed by the President of the PGCEA, and this Approval Committee shall have the responsibility of receiving requests, verifying the validity of

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requests, recommending approval or denial of the requests and communicating its decision to the member and the Division of Human Resources.

**c.** The rules for the Sick Leave Bank will be established by a four (4) member Rules Committee, two (2) members appointed by the President of the PGCEA and two (2) members appointed by the Superintendent of Schools of Prince George's County. It shall be the purpose of this committee to recommend such rules, in addition to those provided for in this Agreement, as the committee considers appropriate for the operation of the Sick Leave Bank. These recommended rules must be approved by the President of the PGCEA and the Superintendent of Schools before said rules take effect. Once approved, the rules will be widely distributed by the Approval Committee.

**d.** The contribution on the appropriate form will be authorized by the unit member and continued from year to year until cancelled in writing by the unit member. Sick leave properly authorized for contribution to the Bank will not be returned if the unit member effects cancellation. Cancellation on the proper form may be effected at any time and the unit member shall not be eligible to use the Bank as of the effective cancellation date.

**e.** Contributions shall be made between July 1 and October 1, except for members returning from extended leave which included the enrollment period and new hires who will be permitted to contribute within thirty (30) calendar days of their reassignment and/or becoming eligible to join the Bank. Unit members returning from extended sick leave or disability leave will be permitted to contribute to the Bank only after approval of the Approval Committee.

**f.** The annual rate of contribution for the 2006-07 school year shall be one (1) day of sick leave. Annual rate of contribution for future years shall be determined by the Rules Committee and announced prior to July 1 of each year.

**g.** The maximum number of duty days that can be granted in any one fiscal year will be the remaining number of duty days a unit member is scheduled to work. In no case will the granting of leave from the Bank cause a unit member to receive more than annual salary.

**h.** Members must use all accumulated sick and annual leave before applying for leave from the Bank. Applications for use of the Bank shall be made on the required form and submitted to the Approval Committee.

**i.** The first thirty (30) consecutive calendar days of incapacitating illness or disability must be covered by the employee's own accumulated sick leave, annual leave, or leave without pay the first time said employee qualifies for a grant from the Bank. For subsequent grants from the Bank, the first ten (10) calendar days of incapacitating illness or disability must be covered by the employee's own accumulated sick leave, annual leave, or leave without pay.

**j.** The Department of Human Resources will receive and review the decision of the Approval Committee from the Bank. If the grants from the Bank are consistent with Prince George's County Board of Education's sick leave policies and the rules of the Sick Leave Bank, the Division of Human Resources will approve these Bank grants to be paid by the Prince George's County Public Schools to the member and shall forward the Bank grants to the appropriate Department

for payment. In any case where the decision of the Division of Human Resources does not concur with the Approval Committee, the Division of Human Resources shall explain the full reason for the difference of opinion.

**k.** Bank grants will not automatically be carried over from one fiscal year to another. All Bank grants will end as of the last duty day of the school year and must be renewed through the Approval Committee each school year.

**l.** If a unit member does not use all of the days granted from the Bank, the unused Sick Leave Bank days will be returned to the Bank.

**m.** If the Sick Leave Bank is terminated due to the nonexistence of a negotiated agreement with PGCEA, or for any other reason, the days remaining in the Sick Leave Bank shall be returned to the then current members of said Bank proportionally. A Sick Leave Bank joint committee will be appointed to study and report the costs of the Sick Leave Bank. Their findings should be considered by the negotiators during the next bargaining sessions.

**K.** The Superintendent may fill positions known to be vacant at least 50 calendar days due to illness of the incumbent, but with the express condition that the incumbent is guaranteed upon recovery return to the same assignment at the start of the next school year unless the transfer would have occurred in the normal course of administrative operations.

**L. Annual Leave**

**1.** Professionals who were employed on a twelve-month contract prior to September 1, 1984, shall be granted twenty-five (25) days annual leave with pay. A professional who is assigned to a twelve-month position subsequent to August 31, 1984, shall be granted annual leave as follows:

During the first three (3) years of service – 13 days

Over three (3) years, less than fifteen (15) years – 20 days

Fifteen (15) years service and over – 25 days

This leave may be taken only with the approval of the appropriate Leave Granting Authority.

**2.** No more than a total of twenty-five (25) days may be accumulated.

No more than thirty-five (35) days may be taken in any one fiscal year. Annual leave may be accumulated above the normal limit of twenty-five (25) days for the express purpose of using the excess accumulation for summer school attendance, and the prohibition of taking more than thirty-five (35) days in a single fiscal year may be waived in accordance with Administrative Procedure 4130.11 as revised April 21, 1978.

**3.** A maximum of ten (10) days unused accumulated annual leave may be added to accumulated sick leave at the end of any one fiscal year.

**M. Other Excused Absences**

Other excused absences shall be at the discretion of the Chief Human Resources **Officer**. Such absence shall be charged to the appropriate leave.

**N. Paid Maternity Leave**

Employees in the bargaining unit with at least six (6) months of service shall be eligible for up to ten (10) paid days of maternity leave from the district in addition to any other accrued leave.

If the employee chooses not to take all or part of said days, the employee shall have no entitlement to be paid for any/or all of the unused days.

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**4.20 Authorized Leaves Without Pay**

**A.** The benefits accrued from a leave of absence without pay shall be as follows:

1. Shall maintain step on the salary scale.
2. The option of paying 100% of health insurance plans.
3. The option of paying 100% life insurance.
4. Shall maintain all accumulated sick leave.
5. The right to an equivalent position to the one vacated at the beginning of leave. However, reinstatement will be determined by the Board based upon the availability of a position in the individual's field of preparation. Reinstatement will be dependent upon an employee's maintaining certification. Such person, when qualified, will be placed before a new person is hired. In returning teachers from approved leaves of absence, seniority by subject field will determine the order of reassignment for those individuals who began their leaves during the same school year.

**B. Pregnancy, Maternity or Adoption Leave**

**1. Pregnancy Leave**

Pregnancy leave shall be defined as that leave given to an employee during that period of continuing temporary disability causing such employee to be unable to perform her regular duties for reasons of child birth, false pregnancy, termination of pregnancy and recovery therefrom. For purposes of pregnancy leave, all employees shall be entitled to a maximum of thirty (30) consecutive duty days, during the ten-month school year for ten-month employees, commencing with the date that said employee's physician certifies the existence of the temporary disability having been occasioned from the pregnancy and the need of the employee to be absent from work. During the period of such pregnancy leave, the employee may avail herself of any accumulated sick leave days or accumulated annual leave days to which she is entitled.

Upon the conclusion of said thirty (30) consecutive duty-day period as aforesaid, or earlier, in either of which occurrences the employee's physician is to certify that the employee is able to return to her regular assignment and, except for those qualified employees entering upon maternity leave, the employee shall be reinstated to the same position she held when the leave began. In all cases of disability related to pregnancy where the employee is unable to return to work upon the conclusion of the maximum thirty (30) consecutive duty-day period of pregnancy leave, the employee, if not qualified to receive the benefits of a paid leave through utilization of accrued/unused sick leave, participation in the Sick Leave Bank or maternity leave, the provision for which is detailed in paragraph numbered 2 immediately hereafter, shall, nevertheless, be entitled to apply for and receive a status of authorized leave without pay and be entitled to the same rights, including reinstatement, as are set forth in Section 4.19 A of this Agreement, provided that said employee furnishes the Director of Human Resources, at the time of such application and every four (4) weeks thereafter, with certifications from her physician confirming said employee's inability to return to her regular employment and specifying the nature of the disability having resulted from the pregnancy. The employee must furnish the Office of Professional Personnel with a doctor's certification attesting to the termination of the disability and affirming that the employee is physically able to return to regular employment within ten (10) days after the cessation of the disability in order to maintain her rights under 4.19 A.

**2. Maternity Leave**

A tenured employee may, upon the expiration of pregnancy leave, apply for and receive a maternity leave for a period, which when computed with any pregnancy leave or sick leave taken on account of a pregnancy, shall not exceed a total of twelve (12) months. There shall be no entitlement to any employee on maternity leave to receive paid sick leave benefits during that period of time. Any annual leave previously earned and accumulated to the credit of an employee may be taken during the period said employee is on maternity leave to the full amount of annual leave days earned and accumulated.

In order for an employee to be entitled to maternity leave, said employee shall be required to inform her appropriate supervisor within thirty (30) days of the approximate date of the commencement of the requested leave. When that date has been established, the Division of Human Resources shall certify the leave. The employee shall write to the Division of Human Resources thirty (30) days prior to the time she wishes to return from maternity leave or the expiration of the maternity leave.

**3. Adoption Leave**

A tenured employee in the case of the adoption of a child may apply for and receive an adoption leave without pay for a period not to exceed a total of twelve (12) months, commencing with the time the adoption agency requires the employee to cease active duty or the day of the adoption, whichever shall first occur. Any annual leave previously earned and accumulated to the credit of an employee may be taken during the period said employee is on adoption leave to the full amount of annual leave days earned and accumulated.

In order for an employee to be entitled to adoption leave, said employee shall be required to inform the appropriate supervisor as soon as the employee has definite knowledge of the date of the anticipated adoption. Said employee and/or the supervisor shall jointly determine the approximate date of the commencement of this leave. When that date has been established the Division of Human Resources shall certify the leave. The employee shall write to the Division of Human Resources thirty (30) days prior to the time they wish to return from adoption leave. Any exceptions to the above stated policies and rules made hereunder shall be at the discretion of the appropriate Chief Human Resources Officer.

Questions?  301-736-2700

**For Supplemental  
Coverage Contact**

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