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Negotiated Agreement

between the
**Secretaries and Aides
Association of
Anne Arundel County**
and the
**Board of Education
of Anne Arundel County**
July 1, 1987 - June 30, 1988

Name _____

6/88

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ARTICLE 1

General Provisions

1.1 Definition of Terms

The Board of Education of Anne Arundel County is hereinafter referred to as "the Board".

The Secretaries and Aides Association of Anne Arundel County is hereinafter referred to as "SAAAAC".

Unit IV refers to a negotiating unit composed of permanent substitutes, instructional aides and secretarial/clerical and technical employees in pay grades 1-9, who work 15 or more hours per week; except that secretaries in the Superintendent's Office, whose responsibilities require knowledge of the Board's position in the negotiating process, shall be excluded from the Unit. Temporary employees shall also be excluded.

A "temporary employee" is one hired for a period of up to six months to fill a temporary job or to replace an employee whose job is being held for her/him to return from a leave. An employee employed on such a basis shall be so notified at the time of hire.

1.2 Recognition

In accordance with the provisions of Education Article 6-505 through 6-507 of the Annotated Code of Maryland, the Board recognizes SAAAAC as the exclusive representative to serve as the negotiating agent for unit IV.

1.3 Management Rights

The parties recognize that the following management functions, rights, powers, authority, duties and responsibilities are vested exclusively in the Board:

- a. Direct and schedule the work of its employees and evaluate their performance.
- b. Hire, promote, transfer, assign and retain employees in positions.
- c. Suspend, demote and discharge employees and take disciplinary action against them for cause.
- d. Determine the methods, means and equipment and the number of personnel by which operations are to be conducted.

- e. Reduce the work force and work hours because of lack of funds or lack of work.
- f. Establish a pay plan, determine the duties to be included in job classifications and classify and reclassify positions within that plan.
- g. Assign overtime and determine the amount of overtime required.
- h. Establish and maintain quality and production standards.

It is recognized that the above cited management rights, and all others not so enumerated, shall be retained by the Board unless they have been specifically abridged or modified by this agreement.

1.4 Reopening Negotiations

The Board and SAAAAC agree that the terms and provisions herein contained constitute the entire agreement between the parties and supersede all previous communications, representations or agreements, either oral or written, between the parties hereto with respect to the subject matter herein. The Board and SAAAAC agree that all negotiable items have been discussed during the negotiations leading to this agreement and therefore agree that negotiations shall not be reopened on any item, whether contained herein or not, during the life of this agreement except by mutual consent.

1.5 Renegotiations

The items of this agreement not requiring fiscal support shall become effective on July 1, 1987, following ratification by both SAAAAC and the Board. The items that require fiscal support shall become effective July 1, 1987, unless otherwise indicated if following budget enactment by the County Council the Board raises no question concerning the adequacy of funds for their implementation.

If categories that contain requests for funds to support items in this agreement are reduced by the County Council, and the Board feels that it cannot implement the provisions of the items as negotiated, further negotiations on these items shall be instituted within five workdays after enactment of the budget by the Council. Items on which agreement is reached by June 22 shall be submitted promptly to the parties for ratification by June 25 after which the Board shall render the final determination on all remaining fiscal items which have been the subject of negotiations.

This agreement shall continue in effect through June 30, 1988.

If any provisions of this agreement or any application thereof to Unit IV members is held to be contrary to law such provision or application shall not affect any other provisions or applications of this agreement that can be given effect without the invalid provisions or application; to this end the provisions of this agreement are severable.

Upon the request of either party within 10 workdays after such holding by the court, the negotiating teams shall meet to consider proposals for renegotiating the provisions that are invalid or inapplicable.

1.6 Printing Agreement

The Board agrees to print and distribute this Agreement to all Unit IV members and newly hired Unit IV members after it has been ratified by the parties, provided the fiscal items have been funded by the County Council, the parties have reached agreement in renegotiations following budget cuts or the Board has taken final action following failure of the parties to reach agreement in renegotiations. The printed agreement shall not contain any item that has not been agreed to and ratified by both parties.

ARTICLE 2

Grievance Procedure

2.1 Definition

- a. Grievant - an employee or group of employees.
- b. Grievance - an alleged violation, misinterpretation or misapplication of the terms of this agreement.
- c. Days - working days.

2.2 Procedural Steps

No grievance shall be recognized or processed unless it shall have been presented to the appropriate supervisor within 15 days after the grievant knew, or should have known, of the act or condition on which the grievance is based, and if not so presented, the grievance shall be considered waived.

Failure to appeal at any step or level within the specified times shall be deemed an acceptance of the last decision rendered.

Informal Discussion

A grievant with an alleged grievance shall first discuss it with his/her immediate supervisor. If, however, the immediate supervisor is not the person who made the alleged misinterpretation or misapplication, (s)he shall advise the grievant of the proper person to contact, and the grievant shall discuss the matter with the proper person.

Level 1

If the problem is not resolved to the satisfaction of the grievant, or if no response is received within 20 days from the time the grievant knew or should have known of the act or condition on which the grievance is based, the grievant may submit the grievance in writing to the appropriate director within 10 days after the informal discussion conference. The grievant must state the specific policy or regulation (s)he claims to have been violated.

Level 2

If the grievant is not satisfied with the decision at Level 1 or if no response is received within 10 days, (s)he may request in writing a discussion of the grievance with the Superintendent. Such a request must be made within five days after the Director in Level 1 has responded (or within five days of the date on which a reply should have been received). The Superintendent or her/his designee shall hold a conference with the grievant and shall respond in writing within 10 days after the postmark date of the request.

Level 3

If the grievant is not satisfied with the action taken at Level 2, or if no decision has been received within 10 days after a request for a conference was sent, SAAAAC may request through the Assistant Superintendent for Administration a hearing by an impartial third party, who shall be selected by a representative of SAAAAC and a representative of the Board. If the representatives of the parties cannot agree upon or acquire the services of an impartial hearing officer within five working days, the parties shall jointly request the American Arbitration Association to submit a list of seven names, from which the parties shall strike names alternately until only one name remains. This person shall be designated as the arbitrator.

The findings and recommendations of the arbitrator shall be transmitted to the Board of Education within 30 calendar days after the conclusion of the hearing. On the date of its next regular meeting, the Board shall render a final decision on the matter.

Any costs incurred in connection with the Level 3 hearing shall be shared equally by the Board and SAAAAC. Witnesses necessary to the full and proper presentation of a case at the third level shall be provided release time without pay by the Board.

2.3 Representation

Any grievant may be represented at any level by a person, or persons, of her/his choosing except s(he) may not be represented by an officer or representative designated by any organization other than SAAAAC. The grievant must be present at all hearings.

2.4 No Reprisals

No reprisals shall be invoked against any employee(s) for processing a grievance or participating in any way in the grievance procedure.

ARTICLE 3
Organizational Security

3.1 Bulletin Boards

The Board agrees to furnish at least one bulletin board in each school or other work location to be used exclusively by SAAAAC for posting official communications to Unit IV employees. SAAAAC materials shall not be posted elsewhere on the premises.

3.2 SAAAAC Communications

SAAAAC shall be permitted to utilize the school delivery system for the distribution of official SAAAAC notices, provided such distribution does not interfere with the distribution of the materials of the school system. However, SAAAAC agrees not to use the school delivery system for the following:

- a. Opinions of SAAAAC officials concerning matters on which the Board and SAAAAC have taken opposing positions.
- b. Advocacy of action on the part of employees that is contrary to policies, regulations and directives of the Board or its staff.
- c. Political materials.
- d. Materials advertising brand name products or business establishments.

3.3 SAAAAC Meetings

SAAAAC shall have the right to use school facilities for meetings, without cost, at reasonable times, provided additional janitorial services are not required or the additional cost is paid for by SAAAAC.

3.4 Access to Schools

Duly authorized representatives of SAAAAC, after showing the proper credentials to the principal or to the person in charge at other work locations, shall be permitted to meet with Unit IV members on school grounds, provided these visits are before or after required working hours or during the duty-free lunch period. SAAAAC shall provide the Board with the names of these authorized representatives prior to the effective date of this Agreement and shall advise the Board in writing of change in these names after that date.

3.5 Information to SAAAAC

Upon request, the Board shall provide SAAAAC with information necessary to permit SAAAAC to prepare proposals for negotiations.

3.6 Board Meetings

The Board shall provide SAAAAC with a copy of Board meeting agendas prior to meetings. A copy of Board minutes shall be sent to SAAAAC promptly following such meetings.

3.7 Communication from Staff

SAAAAC shall receive at least two copies of all communications concerning salaries, wages, hours and working conditions of Unit IV members that are given general distribution throughout the county.

3.8 Employee Lists

No later than October 31 of any school year, the Board shall provide SAAAAC with a list of all Unit IV members which shall include their names, building assignments and social security numbers.

3.9 New Employees

The Board will provide SAAAAC with the names, job locations and job titles of new employees hired in Unit IV as soon as the employee accepts the position.

3.10 Check-off

The Board agrees to deduct SAAAAC membership dues from the paychecks of Unit IV members who individually request in writing that such deductions be made. This authorization shall remain in effect unless terminated by the employee upon thirty (30) days written notice in advance of September 30 of any year to SAAAAC and the payroll section of the Board. The aggregate deductions of all employees shall be remitted, together with an itemized statement, to the Treasurer of SAAAAC each month after such deductions are made.

The Board and SAAAAC agree that any employee who requests dues deduction shall be responsible for full payment of the dues authorized for the current school year.

3.11 Association Leave

The SAAAAC president or her/his designee shall receive up to 12 days of leave without pay per year to conduct SAAAAC business.

3.12 Exclusivity

The rights and/or privileges granted to SAAAAC in items 3.1, 3.2, 3.4, 3.5, 3.8, 3.9, 3.10 and 3.11 shall not be granted to any rival organization seeking to represent Unit IV members under the provisions of Education Article 6-505 through 6-507 of the Annotated Code of Maryland.

ARTICLE 4

Working Hours and Working Conditions

4.1 Duty Days

Full-time clerical, technical and secretarial employees assigned to the Central Offices shall be on duty on all week days when central offices are open. Full-time clerical, technical and secretarial employees assigned to schools shall be on duty on all days when the central offices are open except the days when schools are closed for pupils during the winter and spring holidays.

Instructional Aides shall have a duty year not to exceed 189 duty days.

4.2 Hours

The work hours for Central Office clerical, technical and secretarial employees, to be established by the supervisor, shall be seven and one-half consecutive hours interrupted by a one-half hour non-paid, non-duty lunch period or eight consecutive hours, interrupted by a one-hour non-paid, non-duty lunch period.

During the school year the work hours for full-time clerical, technical and secretarial school employees shall be seven consecutive hours interrupted by a one-half hour non-paid, non-duty lunch period or seven and one-half consecutive hours interrupted by a one hour non-paid, non-duty lunch period. During the summer (between the last duty day for teachers and the first duty day for teachers) the work hours shall be six consecutive hours interrupted by a one-half hour non-paid, non-duty lunch period.

Instructional Aides and Permanent Substitutes shall work seven consecutive hours interrupted by a one-half hour non-paid, non-duty lunch period.

4.3 Non-Duty, Non-Paid Lunch Periods

Unit IV employees may leave the building during their non-paid, non-duty lunch period provided that if they are late in returning, the principal's/supervisor's permission shall be required for leaving the building in the future.

4.4 Substitutes

Unit IV employees shall not be responsible for obtaining their own substitutes.

4.5 Emergency Closings

When schools are closed because of inclement weather, the following Unit IV members shall not report to work:

- instructional aides, permanent substitutes
- 10-month school clerical, technical and secretarial.

When weather conditions are such that the central office is closed, announcement shall be made on the radio, and 12 month clerical, technical and secretarial employees need not report for work. On the days when schools are scheduled to be in session according to the school calendar, these twelve-month school personnel shall report to work even though schools may be closed for pupils.

When school is delayed in opening for inclement weather, Unit IV members shall report to their job assignment sites in line with regular reporting time as affected by the time delay.

4.6 Transporting Students

Unit IV members shall not be required to transport students.

4.7 Travel Reimbursement

A Unit IV member's use of a private automobile for authorized transportation while on duty shall be reimbursed at the rate of 21¢ per mile. Those repair technicians who are directed to drive and must carry tools or instruments in their cars to perform their assigned tasks shall receive 25¢ per mile.

4.8 Substituting

No instructional aide shall be required to substitute for a teacher.

4.9 Work Over 40 Hours

Unit IV employees who are required to work at times other than their regular schedule shall be paid at one and one-half times their regular rate for all time in excess of 40 hours per week.

4.10 Employment Decision

No Unit IV employee shall make the employment decision regarding a vacant position.

4.11 Personal Property Damage

Subject to a recommendation of the principal and approval by the Superintendent's Council, the Board shall pay an amount not to exceed \$200.00 for damage to a Unit IV employee's personal property which may be incurred by the employee as a result of personal assault while he/she is on duty. Payment by the Board shall not be construed as an admission of responsibility or liability by the Board, its agents, servants or employees. Where possible with present facilities, the Board shall provide a secure area for storage of Unit IV members' personal property.

4.12 Discipline

Disciplinary action, as provided in Section 1.3, shall consist of: oral reprimand, written reprimand, suspension and discharge. If the employer has reason to reprimand an employee, it shall be done in a manner that will not embarrass the employee before other employees, students or the public.

ARTICLE 5

Employee Rights and Privileges

5.1 Notification of Reason

No employee shall be discharged, disciplined, reprimanded, reduced in rank or compensation or deprived of any employment advantage without being notified of the reason.

5.2 Personal Life

The personal life of the Unit IV member during her/his non-duty hours shall not be the subject of action by the Board or its administrative officials, provided these activities do not impair the member's effectiveness in her/his work assignment.

5.3 Suspension

Should the allegation pertaining to a Unit IV member's suspension prove to be unfounded, the employee shall be reinstated with back pay for all time lost. Should the charges result in termination, the termination date shall be consistent with the last day worked.

5.4 Reduction in Force

It is the hope that normal attrition will prevent the need for reduction in force. SAAAAC shall encourage Unit IV employees to notify the Personnel Office of plans for the following year as soon as possible and to submit a written, formal resignation as soon as a decision not to return has been reached. In the event it becomes necessary for termination of employment of one or more permanent Unit IV employees in a particular job classification/category, the Board will determine the job function(s) which can be reduced with the least disruption of school operation. The layoffs shall begin with the employee having the least seniority within the job classification e.g. School Secretary I, School Finance Clerk, Senior Administrative Secretary, Computer Operator I or category, e.g. aide, special education aide or permanent substitute within the county as outlined below.

All temporary and probationary employees in the affected classification/category shall be terminated before any permanent employees are reduced.

The reduction of permanent employees shall be on the basis of length of continuous service as an aide or secretary/clerical/technical employee, then length of total service with the Anne Arundel County Public Schools. Where length of service in category/grade is equal, skill, ability and efficiency may be taken into consideration by the Board in determining reduction in force.

Permanent employees shall be recalled from lay off in the reverse order in which they have been laid off. No new employees shall be hired until all employees laid off have been placed or decline the offer to fill an existing vacancy. An individual will retain rights for a period of up to two years. If at any time during the recall period an offer of recall is declined, the employee shall forfeit all recall rights. An individual who is offered recall must indicate within 48 hours whether or not the position offered is accepted and must then return to work within 15 school days.

Upon recall, all sick leave and annual leave shall be restored in the amount credited at the time of termination.

Unit members on lay-off shall be eligible to continue their hospital/medical insurance and other voluntary insurances by making full payment of the premiums to the Board by the 25th of the month. This provision shall continue for up to 6 months beginning with the day that coverage would normally terminate or until the employee accepts other employment, whichever occurs first. The Board shall notify the Unit member on lay-off, in writing, of this provision.

5.5 Personnel Files

a. Unfavorable Entry

No unfavorable entry shall be placed in the file of a Unit IV member unless it is signed by the person submitting the information. The employee shall be given the opportunity to acknowledge that (s)he has read such materials by affixing her/his signature on the original or an actual copy with the understanding that such signature merely signifies that (s)he has read the material to be filed and does not necessarily indicate agreement with its contents. The employee shall have the right to answer any material filed and her/his answer shall be attached to the file copy. An employee's refusal to sign shall be noted by an administrator and a witness.

b. Permission to Examine Materials

A Unit IV member shall be permitted to examine at all reasonable times by appointment, non-confidential materials entered in his/her personnel file after July 1, 1970.

c. Personnel Having Access

A Unit IV member's personnel file shall be open to inspection only by administrative and supervisory personnel and by the clerical staff of the office where the file is located..

5.6 Breaks

A Unit IV member shall be permitted to take a break of 10 minutes each morning and 10 minutes each afternoon while classes are in session. These breaks shall not be scheduled first thing in the morning or just before leaving at the end of the day. No reporting times or leaving times shall be adjusted because of the failure of an employee to take a break.

5.7 U.S. Savings Bonds

The Board shall make payroll deductions for U.S. Savings Bonds for those Unit IV employees who file a written request for the deduction in September of any year or within 30 days after an employee is reinstated following an approved leave, layoff, or is newly hired.

5.8 Credit Union

The Board shall make payroll deductions for payments to the Educational Employees of Anne Arundel County Federal Credit Union.

5.9 Payroll Reduction for Tax-Deferred Annuities

Tax-deferred annuities shall be made available to Unit IV employees from the companies mutually agreed upon by both parties. The annuity reduction for each member shall be limited to one carrier. The Board shall make the payroll deduction.

ARTICLE 6

Assignment and Transfer

6.1 Probation

a. Duration

All new employees shall serve a probationary period of six consecutive work months. The employee shall have no right of appeal if (s)he is discharged within this period. A probationary employee who is transferred to a job of an identical classification level as the one in which he/she received his/her initial appointment shall continue the probationary period already in existence and shall not be subject to starting a new probationary period.

b. Reemployment

An employee who is reemployed within three years to a position in a job classification in which (s)he had previously completed a satisfactory probationary period shall not be subject to a new probationary period if the two positions have similar responsibilities.

6.2 Voluntary Transfer

Unit IV members who wish to be transferred to a similar position of the same or lower classification that is posted as a vacancy should put the request in writing to the classified personnel section of the Board. They shall be referred to the supervisor of the vacant position for consideration in the same manner as persons applying for promotion or new employment. Employees wishing transfer to a vacancy that would not be subject to posting may submit a request in writing for consideration when such a vacancy occurs.

6.3 Involuntary Transfer or Reassignment

a. Notice

Except in emergencies, Unit IV members involuntarily transferred shall be notified in advance of the intended transfer and afforded the opportunity to discuss such transfer. Reasons for selection shall be provided, in writing, to the Unit IV member by the Director of Personnel.

b. Criteria

Employees who are being involuntarily transferred or reassigned from their present position shall have preference over those seeking voluntary transfer.

6.4 Notification of Aide Assignment

Instructional aides shall be notified of assignment for the following year by August 1.

ARTICLE 7
Promotions

7.1 Posting of Vacancies

All Unit IV vacancies shall be advertised in writing and posted on Unit IV bulletin boards throughout the school system. These positions may not be filled on a permanent basis before 10 working days from the date of the written advertisement or before all qualified candidates applying within those 10 days have been considered.

7.2 Qualifications

In the selection of a Unit IV employee for a promotion, due consideration shall be given to the qualifications of the employee related to the requirements of the job, including such factors as seniority, skill, ability, leadership, initiative, cooperation and employment record.

A Unit IV employee who is promoted to a position of a higher grade shall be considered probationary in the new position for three months. If the promoted employee is unable to perform the duties adequately during this probationary period, (s)he will be returned to her/his former job and pay or to a comparable job and pay.

The judgment of the Board in determining the best qualified applicant for a promotion shall not be subject to the grievance procedure.

Unit IV members wishing a transfer to a vacancy that would not be subject to posting may submit a request in writing for consideration when such a vacancy occurs. All unsuccessful applicants shall be notified in writing of the name of the successful applicant within 10 days of the selection of the successful applicant.

7.3 Temporary Assignment

SAAAAC recognizes that when a vacancy or extended leave of absence occurs it may be difficult or unwise to fill the position immediately from within the system without undue disruption to existing programs. If the department head with a rank of director or above so determines, such a position may be filled on a temporary basis for a maximum period of six months. A Unit IV member assigned in writing to such a position of higher pay grade on a temporary basis for a period exceeding 30 consecutive workdays shall be paid the salary (s)he would have received if (s)he had been promoted to the position, retroactive to the 16th workday.

7.4 Placement on Salary Scale

When a Unit IV employee is promoted to a position in a school one salary grade higher than the old position, the salary shall be at the new grade and step nearest to but greater than the salary prior to promotion plus one step. If the promotion is two grades higher, the new salary shall be at the new grade and step nearest to but greater than the salary prior to promotion plus two steps.

When an employee receives a grade promotion from the school schedule to the central office schedule, the salary is determined by first arriving at the step in the new grade on the school schedule and then converting to that same step on the central office schedule. The same procedure is followed when an employee receives a grade promotion from a position in the central office to a position in the schools.

ARTICLE 8

Evaluation

8.1 Procedures

All evaluations of Unit IV employees are the responsibility of the principal or administrator and shall be comprehensive. No Unit IV employee shall evaluate other Unit IV employees. A workable program of evaluation shall be mutually arranged so that each employee shall be observed in a variety of job related activities.

A formal evaluation including a private conference must be made once each year before November 15/May 15 as appropriate. 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.

In the case of an unsatisfactory performance, the supervisor is responsible to determine the areas of difficulty and make definite recommendations for improvement.

ARTICLE 9

Sick Leave

9.1 Annual Allowance

Unit IV employees shall earn sick leave at the rate of one day per month of active duty. The annual total shall be available at the beginning of the school year. Unused sick leave shall accumulate from year to year without limitation.

9.2 Pregnancy

Unit IV members shall, at their request, be allowed to use sick leave for absence due to physical disability connected with or resulting from pregnancy. Upon the termination of such disability, the employee must return to work unless she resigns or is granted a leave of absence.

9.3 Monthly Notification

Unit IV employees' bi-weekly pay statements shall accurately show the number of unused accumulated earned sick leave days.

9.4 Illness in Immediate Family

During the year in which it is earned sick leave may be used for illness of members of the immediate family (parent, spouse, sibling or child).

9.5 Limit for Returning Employees

A Unit IV member who is reemployed within five years of her/his separation date shall be credited with unused sick leave (s)he had accumulated during her/his previous employment with Anne Arundel County Public Schools.

9.6 Sick Leave Bank

All Unit IV members on active duty in Anne Arundel County are eligible to contribute to a sick leave bank. Contributors shall be permitted to apply for use of the bank for salary payment to cover periods of incapacitating personal illness of the employee during the regularly scheduled duty days, after regular sick leave has been exhausted.

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

Contributions shall be made between July 1 and September 30. Members returning from extended leave of absence, reassigned employees and new employees may contribute within 30 school days upon reassignment or employment.

The annual rate of contribution may be a maximum of one day per year and must be in whole day increments.

Members shall be permitted to apply for leave from the sick leave bank. In no case shall the granting of leave from the bank cause a member to receive more than her/his annual salary.

Members must use all accumulated sick leave before applying for leave from the bank. Application for use of the bank shall be made on the required form and submitted to the approval committee.

A three-member approval committee, appointed by the president of SAAAAC, shall have the responsibility of receiving requests, verifying the validity of requests, recommending approval or denial of the requests, and communicating its decision to the member and the Director of Personnel. The committee shall develop its rules of procedure and shall give wide distribution to said rules upon approval of the Executive Officers of SAAAAC and the Superintendent's Council.

The Director of Personnel shall approve these bank grants as being for incapacitating illness and that sick leave is exhausted, and forward payment authorization to the Payroll Department.

Bank grants shall not be automatically carried over from one fiscal year to another. All bank grants shall end as of June 30 or the last duty day of the school year and must be renewed through the approval committee and the Director of Personnel each fiscal year.

If a member does not use all of the days granted from the bank, the unused sick leave bank days shall be returned to the bank.

Any unused sick leave days remaining in the bank on June 30 shall be carried into the next fiscal year.

9.7 Assault Leave

A Unit IV member who is absent due to physical disability/injury that results from an assault while in the scope of Board employment shall be kept on full pay status and shall not be required to use sick leave during the period of absence.

ARTICLE 10

Vacation and Annual Leave

10.1 Rate of Earning

a. Twelve-Month Employees

Twelve-month Unit IV members shall earn annual leave on their employment anniversary date as follows:

<u>Work Experience With A.A. Co. Public Schools</u>	<u>No. Days Leave Earned Per Mo.</u>	<u>Maximum No. Days Per Year</u>
First 5 years	1	12
6-14 years inclusive	1-1/2	18
15th year and each year thereafter	2+ 4 in June	26

Twelve-month employees whose effective date of employment is between the first and 15th day of the month and employees whose effective date of separation is between the 16th and last day of the month shall earn leave for the entire month. Twelve-month employees whose effective date of employment is between the 16th and the last day of the month or whose effective date of separation is between the first and the 15th of the month shall earn no annual leave for that month.

A twelve month employee who is separated and is then rehired within five years shall be credited with former experience during which (s)he earned annual leave. Exception: permanent twelve month clerical, technical and secretarial employees with less than fifteen years of service who were employed by the Board on June 30, 1972 and had qualified for 22 days of leave per year as long as they remain in the continuous employment of the Board. If the employee is separated and rehired, however, her/his leave entitlement shall be in accordance with the provisions of the current policy.

10.2 Normal Use

a. Twelve-Month Employees

Permanent twelve-month clerical, technical, and secretarial employees in Unit IV shall have their wishes honored as to when they want to take annual leave provided that the taking of such leave does not conflict with the needs of the school system as determined by the immediate supervisor.

b. Probationary Employees

Probationary Unit IV members may not use annual leave until they have completed their probationary period.

10.3 Accumulation and Carry-Over

Twelve-month clerical, technical and secretarial employees may carry over from the previous year a maximum of 12 days. These carry-over days plus the number of days that (s)he may earn in the current fiscal year determine the maximum number of days of annual leave that an employee may have to her/his credit at the beginning of the next fiscal year. This is also the maximum number of consecutive days that (s)he may use during the fiscal year.

10.4 Compensation

All permanent Unit IV employees who are terminated shall be reimbursed for accumulated annual leave in accordance with their salary at the time of their termination. The maximum number of days of annual leave for which any Unit IV employee may be paid upon separation is the same as the maximum number of consecutive days that (s)he may use during a fiscal year.

ARTICLE 11

Other Leaves

11.1 Bereavement Leave

Up to five consecutive calendar days absence without loss of pay shall be permitted on the death of a Unit IV employee's spouse, child, sibling, parent, or anyone who has lived regularly in the employee's household. Up to four consecutive calendar days without loss of pay shall be permitted on the death of a Unit IV employee's niece, nephew, in-law, aunt, uncle, grandchild or grandparent. The Superintendent may grant an additional work day in cases requiring extensive travel. This leave will not be deducted from annual leave or sick leave.

11.2 Worker's Compensation

When a Unit IV member sustains an accidental injury arising out of and during the course of her/his employment with the school system, and such injury is compensable under the Worker's Compensation Law of the State of Maryland, the employee shall during the period (s)he is being paid Worker's Compensation receive full salary less the amount paid by Worker's Compensation up to but not exceeding 60 workdays from the date of injury. This leave shall not be charged against the employee's sick leave.

If the employee is continued on temporary total disability payment from Worker's Compensation beyond the 60 day period, the following options shall be available to her/him:

- a. (S)He may elect to use her/his earned annual leave (vacation), during which period (s)he shall receive her/his regular salary plus any amount awarded as temporary total disability payments under Worker's Compensation Law.
- b. (S)He may elect to use her/his earned sick leave credits, during which period (s)he shall receive her/his regular salary, provided any amount awarded as temporary total disability payments under Worker's Compensation Law is endorsed by the employee over to the Board.
- c. (S)He may request a leave of absence.

The Board reserves the right to assign the physician in any case in which the Board supplements the payments of Worker's Compensation to an employee.

11.3 Religious Observance

Unit IV members shall be granted up to three days per school year with pay for observance of religious holy days where work on such days would make observance of their religion difficult or impossible, as verified by the proper religious authorities. Requests for leave for such religious holy days shall be ruled on by the Superintendent's Council upon receipt of a request from a Unit IV member. Such request shall be made at least 30 days prior to the first requested holy day. Requests which have been granted according to the above procedure shall be kept on file and honored from year to year unless withdrawn by the Unit IV member.

11.4 Civil Leave

While on Maryland jury duty, a Unit IV member shall be permitted to be absent from assigned duties without loss of pay or charge against leave credits. A Unit IV member serving jury duty shall not be required to endorse her/his jury duty check to the Board in order to have her/his full salary continue.

11.5 Court Appearance

A Unit IV member may be absent without loss of salary for court summons provided the summons is not issued as a consequence of an offense for which the employee is found guilty.

If the Superintendent or his designee authorizes an employee to appear as a witness for the Anne Arundel County Public Schools, with or without a subpoena, no deduction shall be made from his/her salary.

11.6 Leave of Absence Without Pay

a. Obligation of Board and Employees

The Board shall normally grant leaves of absences to permanent Unit IV members requesting such leave in writing. When the leave is granted the supervisor is obligated for a period of three months to restore the employee to the position (s)he left. During this time the supervisor may either leave the position vacant or fill it with a substitute or temporary employee.

When an employee is granted a leave of absence, for up to three months, her/his immediate supervisor shall be obligated to restore the employee to the position (s)he held prior to leave. When the leave granted is for more than three months, the Board obligates itself to offer the Unit IV member reassignment to the same position or the first available position the employee is qualified to assume.

Employees will not accrue annual leave or sick leave or experience credit while on leave of absence.

b. Types

Consideration shall be given to an employee's written request for leave of absence for personal illness, severe illness of a member of the household, maternity, child care, adoption of a child, or military service. Except in the case of military service, an employee's request shall state the beginning date of the leave and the approximate length of time (s)he expects to be on leave. In the case of personal illness or illness in the household, a physician's recommendation must accompany the request. A leave request should be given to the supervisor for forwarding with her/his recommendation, to the Director of Personnel, who shall take action on the request and notify the employee in writing. Reasonable requests shall be granted.

c. Period of Leave

A leave of absence for a Unit IV employee shall be granted for a specific period of time, with the understanding that the employee shall return to work at the end of that time unless (s)he has requested and received an extension of the leave by the Director of

Personnel. Failure of an employee to return to duty on the expiration of leave shall be considered as a resignation. An employee who has been on leave for personal illness must provide a certificate from the physician who attended her/him during the leave stating that (s)he is able to return to work and must be able to perform the duties assigned to her/him.

11.7 Institutes, Conferences and Conventions

Unit IV members sent to special institutes or conferences outside of the county by the Board shall have expenses paid in accordance with the established rate and shall suffer no loss of pay for time missed.

One secretary and one instructional aide per year, as designated by SAAAAC, shall be granted released time without loss of pay for a maximum of five days each as required to attend a state, regional or national conference designed to improve knowledge or skills for the job.

With the approval of the supervisor, clerical employees may attend the annual Maryland State Educational Services Council convention without loss of pay, provided no office is left without staff to maintain services. Clerical employees not attending the convention shall report to work as usual.

11.8 Severance Pay on Retirement

A Unit V member who retires from service with the public schools of Anne Arundel County in accordance with the provisions of the Maryland State Teachers/Employees Retirement System shall be paid twenty-five dollars (\$25) per day for all unused accumulated sick leave earned in Anne Arundel County.

This provision shall also apply to any Unit IV member who elects the vested retirement plan after having 15 or more years of membership in the appropriate retirement system. If a Unit IV member dies while in service the beneficiary designated with the retirement system shall receive the severance pay of \$25 per day for all unused accumulated sick leave earned in Anne Arundel County.

11.9 Urgent Personal Business

Each 10-month Unit IV employee may be credited one personal business leave day per year to be used at the discretion of the employee. The leave shall be approved at least 24 hours in advance.

Occasionally a personal business day may have to be taken without 24 hours prior notice. Such a day will be subtracted from the personal business days and will be called Emergency Personal Business Days.

On Emergency Personal Business days, employees may be required to furnish evidence of necessity. Beginning July 1, 1982, unused personal business leave days shall be cumulative up to three (3) days; unused days thereafter shall be converted to cumulative sick leave days.

ARTICLE 12

Benefits While on Leave

12.1 Continued Benefits

The employee on leave shall be afforded the opportunity to continue membership in the Board's hospital-medical insurance plan and other voluntary insurance programs by making full payment of the premiums to the Board by the 25th of each month.

ARTICLE 13

Holidays

The following holidays shall be non-duty days for Unit IV members:

✓ Good Friday	Friday after Thanksgiving	
✓ Easter Monday	Christmas Eve	
Memorial Day	Christmas Day	
Independence Day	New Year's Eve	
Labor Day	New Year's Day	
Thanksgiving Day	Primary and General Election Days	

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Holidays, not counted as annual leave, must be observed on the dates on which the holidays fall with the following exceptions:

Whenever any of the holidays listed above fall on a Saturday, the preceding Friday shall be observed as the holiday. Whenever any of these holidays fall on a Sunday, the following Monday shall be observed as the holiday. If the holiday conflicts with the school calendar, a day will be added to the employee's annual leave.

School clerical, technical, secretarial and instructional aide employees in the unit shall not work when schools are closed for holidays and teachers are not on duty.

ARTICLE 14

Fringe Benefits

14.1 Hospital-Medical Insurance

The Board shall pay 85% of the premium cost of a Board sponsored Blue Cross/Blue Shield hospital-medical insurance plan or its equivalent on an individual, husband-wife, parent-child, or family basis for Unit IV members who elect to enroll during the annual enrollment period or within 30 days after the effective date of their employment. The Board shall also accept enrollment during the year from a Unit IV member who, because of the spouse's termination of employment by the employer loses hospital-medical insurance coverage provided by the spouse's employer. That portion of Blue Cross/Blue Shield premiums or an equivalent plan paid by the employee shall be by payroll deduction. The Board's group plan shall consist of the following benefits:

- 365 days Blue Cross hospital care
- Hospital maternity care in compliance with Section 701(K) of the Civil Rights Act of 1964
- Blue Shield Plan C with pre- and post-natal care
- Special diagnostic endorsement number 4 (no maximum)
- Sudden and Serious endorsement
- Student endorsement
- Maryland Dental Plan, including endorsements I and II with Rider A.
- Vision Plan, (2 year benefit)

Part-time Unit IV members shall have the option to purchase insurance benefits which are on payroll deduction, with a contribution by the Board prorated to their amount of service, provided the carrier will issue policies on this basis.

14.2 Major Medical Insurance

A major medical insurance plan that shall pay 80 percent of the medical expenses that exceed by \$100 the coverage provided by the Board's Blue Cross/Blue Shield group plan policy shall be provided for all Unit IV members with full cost paid by the Board.

If the 80 percent co-insurance feature results in paying \$500 or more covered medical expenses in a calendar year beyond the \$100 deductible, then the plan shall pay 100% of such excess expenses to a maximum of \$50,000 during the remainder of that calendar year and again the following year after the deductible has been paid by the individual.

14.3 Term Life Insurance Policy

A term life insurance policy for \$15,000 with full cost paid by the Board, shall be provided for each Unit IV member. An optional term life insurance policy in \$5,000 units, with full premium paid by the Unit IV member, for the Unit IV member and/or her/his spouse, shall also be provided through payroll deduction if participation by the Board's employees and their spouses meets the minimum requirements of the carrier.

14.4 Health Maintenance Organization Option

Payment equal to the Board's contribution to the premiums for Blue Cross/Blue Shield and major medical shall be paid toward a Unit IV member's participation in a health maintenance organization.

14.5 In-Service Workshop

To the extent possible, all Unit IV employees shall have the opportunity to participate in in-service workshops that the Board provides after the regular workday.

In-service workshops designed to improve existing skills and develop new skills necessary to improve the quality of work shall be developed by the school system and offered on a regular basis.

14.6 Insurance Information

The Board shall provide all Unit IV employees with written information on all hospital-medical, major medical, and term life insurance coverages provided and information concerning procedures they should follow in enrolling, making claims, changing coverage and terminating membership.

ARTICLE 15

Salaries and Wages

15.1 Annual Salaries

The annual salaries for Unit IV members are specified in attached Appendicies.

The salaries shall be increased by 4% above the 1986-87 scales effective July 1, 1987.

Scales in the appendicies are computed as follows:

Central Office	1820 hours/1040 hours
School 12-month	1626 hours/1020 hours
School 10-month	1372 hours/844 hours
Instructional Aides & Permanent Substitutes	1228.5 hours/614 hours

No Unit IV member employed in 1986-87 and continuing in the same position for 1987-88 shall have the annual salary decreased as a consequence of the implementation of the salary scale.

Credits earned by instructional aides and permanent substitutes in Board approved workshops may be utilized toward completion of the requirement for Instructional Aide Salary Scale for 30 semester hours.

15.2 Payment Plan

Clerical, technical, secretarial and instructional aide employees shall be paid every two weeks. There shall be 22 pay periods per year for ten-month Unit IV members and 26 pay periods per year for twelve-month members.

The bi-weekly salary for 12-month Unit IV members shall be 1/26 of the computed annual salary and the bi-weekly salary of 10-month Unit IV members shall be 1/22 of the annual salary, with the following exceptions:

Ten-month clerical, technical and secretarial employees who are authorized to begin work prior to the first duty day for teachers or to work after the last duty day for teachers in June shall be paid on a per diem basis for these days. The per diem rate shall be the hourly rate times the number of hours worked.

The following salaries were unilaterally established by the Board of Education on August 5, 1987. Renegotiations on salaries were unsuccessful.

SECRETARIES, CLERKS AND TECHNICIANS SALARY SCALE - CENTRAL OFFICE
ANNUAL SALARIES
1987-88

GRADE	1	2	3	4	5	6	7
3	11,229	11,684	12,158	12,649	13,159	13,686	14,232
4	12,158	12,649	13,159	13,686	14,232	14,797	15,397
5	13,159	13,686	14,232	14,797	15,397	16,016	16,653
6	14,232	14,797	15,397	16,016	16,653	17,326	18,018
7	15,397	16,016	16,653	17,326	18,018	18,746	19,492
8	16,653	17,326	18,018	18,746	19,492	20,275	21,094
9	18,018	18,746	19,492	20,275	21,094	21,931	22,805

The following longevity amount will be added to the appropriate grade and step for individuals who have served with the Anne Arundel County School System for:

10 Years	\$ 250
15 Years	500
20 Years	750
25 Years	1,200
30 Years	1,750

The following salaries were unilaterally established by the Board of Education on August 5, 1987. Renegotiations on salaries were unsuccessful.

SECRETARIES, CLERKS AND TECHNICIANS SALARY SCALE - SCHOOLS (12 MONTH EMPLOYEES)
ANNUAL SALARIES
1987-88

GRADE	1	2	3	4	5	6	7
3	10,032	10,439	10,862	11,301	11,756	12,228	12,715
4	10,862	11,301	11,756	12,228	12,715	13,219	13,756
5	11,756	12,228	12,715	13,219	13,756	14,309	14,878
6	12,715	13,219	13,756	14,309	14,878	15,480	16,097

The following longevity amount will be added to the appropriate grade and step for individuals who have served with the Anne Arundel County School System for:

10 Years	\$ 250
15 Years	500
20 Years	750
25 Years	1,200
30 Years	1,750

The following salaries were unilaterally established by the Board of Education on August 5, 1987. Renegotiations on salaries were unsuccessful.

SALARY SCALE FOR INSTRUCTIONAL AIDES AND PERMANENT SUBSTITUTES
ANNUAL SALARIES
1987-88

<u>STEP</u>	<u>Without High School Diploma</u>	<u>High School Diploma</u>	<u>30 Semester Hours College Credit</u>
1	8,869	9,099	9,845
2		9,463	10,239
3		9,842	10,649
4		10,236	11,075
5		10,645	11,518
6		11,071	11,979
7		11,514	12,458

The following longevity amount will be added to the appropriate grade and step for individuals who have served with the Anne Arundel County School System for:

10 Years	\$ 250
15 Years	500
20 Years	750
25 Years	1,200
30 Years	1,750

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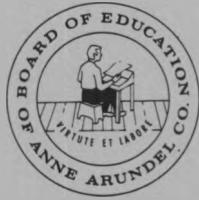
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S.A.A.A.C. Negotiated Agreement
Publication Number 1391/1



830749

This report is authorized by law 29 U.S.C. 2.
Your voluntary cooperation is needed to make
the results of this survey comprehensive,
accurate, and timely.

Form Approved
O.M.B. No. 1220-0001
Approval Expires 7/31/87
1-31-90

NOVEMBER 16, 1987

DEC 04 1987
②

Director of Staff Relations
Ann Arundel County Public Schools
Anne Arundel, MD. 21401

PREVIOUS AGREEMENT EXPIRED
JUNE 30, 1987

Respondent:

We have in our file of collective bargaining agreements a copy of your agreement(s):
Anne Arundel Cnty Md Bd of Educ Sec-Clerks-Aides-Subs WITH SINGLE INDEPENDENT ASSOCIATIONS: MARYLAND

Would you please send us a copy of your current agreement—with any supplements (e.g., employee-benefit plans) and wage schedules—negotiated to replace or to supplement the expired agreement. If your old agreement has been continued without change or if it is to remain in force until negotiations are concluded, a notation to this effect on this letter will be appreciated.

I should like to remind you that our agreement file is open for your use, except for material submitted with a restriction on public inspection. You may return this form and your agreement in the enclosed envelope which requires no postage.

Sincerely yours,

Janet L. Norwood

JANET L. NORWOOD
Commissioner

PLEASE RETURN THIS LETTER WITH
YOUR RESPONSE OR AGREEMENT(S).

If more than one agreement, use back of form for each document. (Please Print)

1. Approximate number of employees involved 1,090
2. Number and location of establishments covered by agreement Central Office and 120 schools
3. Product, service, or type of business Education
4. If your agreement has been extended, indicate new expiration date _____

William H. Scott Assistant Superintendent for Adm. 224-5307
Your Name and Position (301)
Anne Arundel Co. Public Schools 2644 Riva Road *Annapolis Md. 21401*
Address Area Code/Telephone Number
City/State/ZIP Code