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NEGOTIATED AGREEMENT

between the

American Federation of State, County, and Municipal Employees, Local 1693

and the

Board of Education of Anne Arundel County

July 1, 1986 - June 30, 1987

Name_____

6/87

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ARTICLE 1
GENERAL PROVISIONS OF THE AGREEMENT

Section 1 Definition of terms

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

(b) The American Federation of State, County, and Municipal Employees, Local 1693, is hereinafter referred to as "AFSCME" or "the Union".

(c) "Unit III" refers to a negotiating unit composed of permanent custodial, maintenance, food service, bus driver, bus aide, warehouse, mail and print shop, and transportation employees of the Board in pay grades 1-9 who regularly work an average of four or more hours per day.

Section 2 Renegotiations

The sections of this Agreement not requiring fiscal support shall become effective on July 1, 1986, unless otherwise indicated. The sections which require fiscal support shall become effective July 1, 1986, 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 budget categories which contain Board requests for funds to support sections in this Agreement are reduced by the County Council, and the Board feels that it cannot implement the provisions of the sections as negotiated, further negotiations on these sections shall be instituted within ten working days after enactment of the budget by the Council. Sections on which agreement is reached by June 20 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 sections which have been the subject of negotiations.

Section 3 Reopening negotiations

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

Section 4 Job Classifications

GRADE 2 - Custodian I, Bus Aide, Food Service Worker I

GRADE 3 - Maintenance Helper, Warehouse Helper, Print Shop Helper, Mail Services Clerk/Messenger, Food Service Worker II

GRADE 4 - Custodian III, Trainee (Trades) I, Press Operator I, Warehouseman I, Groundsman I, Athletic Fields Groundsperson Trainee, Food Service Manager II

GRADE 5 - Custodian IV, Warehouseman II, Automotive Serviceman, Mail Services Driver, Production Control Technician, Bindery Operator I, Press Operator II, Trainee (Trades) II, General Maintenanceman I, Maintenance Painter I, Central Office Supply Clerk, Warehouse Deliveryman, Equipment Operator I, Groundsman II, Athletic Fields Groundsperson, Food Service Manager III, Bus Driver

GRADE 6 - Assistant Lead Mail Services Driver, Custodian V, Maintenance Painter II, Maintenance Electrician I, Maintenance Plumber, I, General Maintenanceman II, HVA/C Mechanic I, Lead Groundsman, Electronic Technician I, Maintenance Service Dispatcher, Roving Custodian, Outdood Education Center Maintenance Man, Press Operator III, Equipment Operator II, Lead Athletic Fields Groundsperson, Food Service Manager IV, Bindery Operator II

GRADE 7 - Plant & Equipment Operator I, Automotive Mechanic, Mechanic, Maintenance Plumber II, Maintenance Electrician II, General Maintenanceman III, Bus Driver Trainer, School Bus Dispatcher, Electronic Technician II, Water and Sewerage Treatment Plant Mechanic, Tractor and Lawn Mower Repair Mechanic, Food Service Manager V, HVA/C Mechanic II

GRADE 8 - Lead Printer/Production Control Expediter, HVA/C Mechanic III, Heating Mechanic, Lead Mail Services Driver, Fast Team Leadman, Maintenance Plumber III

GRADE 9 - Assistant Grounds Foreman, Assistant Paint Foreman, Plant & Equipment Operator II, Assistant General Maintenance Foreman, Assistant Electrical Foreman, Assistant Plumbing Foreman, Assistant Paint Foreman, Warehouse Foreman, Lead Automotive Mechanic, Assistant Operations Area Foreman, Lead Bus Driver Trainer, Assistant HVA/C Foreman

ARTICLE 2
UNION RECOGNITION

Section 1
Union recognition

The Board recognizes the Union as the sole and exclusive agent for negotiating salaries, wages, hours, other conditions of employment for all members of Unit III in accordance with the provisions of Education Article, Section 6-505 of the Annotated Code of Maryland.

Section 2
Dues deduction

The Board agrees to deduct Union membership dues from the paychecks of Unit III members who individually requests in writing that such deductions be made. The amounts to be deducted shall be certified to the Board by the Treasurer of Council 67, and the aggregate deductions of all employees shall be remitted together with an itemized statement, to the

Treasurer of Council 67 each month after such deductions are made.

This authorization shall continue in effect until the employee rescinds it by written notice thirty days in advance of their employment anniversary date or terminates employment. The Board agrees to notify AFSCME prior to the discontinuance of dues deduction for any member.

ARTICLE 3
GRIEVANCE AND ARBITRATION PROCEDURES

Section 1
Definition

A grievance is a difference or dispute between an employee and the Board concerning the meaning, interpretation or application of the express terms of this agreement and/or Board Personnel policies.

Section 2
Grievance
Levels

Level I

A Unit III member with a grievance shall first discuss it with his immediate supervisor within 15 duty days after the grievant knew or should have known of the act or condition on which the grievance is based. If, however the immediate supervisor is not the person who made the alleged misinterpretation or misapplication, he shall advise the employee of the proper person to contact, and the aggrieved employee shall discuss the matter with him.

Level 2

If the problem is not resolved to the satisfaction of the aggrieved employee at Level 1, or if a response is not received within five working days, he must present the grievance in writing to the next higher supervisor for the classification to which the employee is assigned within ten working days after the hearing, using the Board's Level 2 grievance form. This supervisor shall respond in writing within ten working days.

Level 3

If the employee is not satisfied with the supervisor's decision, or if no response is received in ten working days, he may request in writing a discussion of the grievance with the Director of Personnel. Such a request must be made within five working days after the supervisor in Level 2 has responded (or within five working days of the date on which a reply should have been received). The Director of Personnel or his designee shall hold a hearing with the aggrieved employee and shall respond in writing within ten working days after the postmark date of the request.

Level 4

If AFSCME finds the decision at Level 3 not acceptable, it shall within ten school days notify the Board whether or not the grievance is to be submitted to advisory arbitration. If so, both parties shall attempt to agree mutually on an arbitrator. Failing to agree, both parties shall promptly request the American Arbitration Association to submit to the parties a list of seven persons skilled in arbitration.

The parties shall strike names alternately until one name remains. That person shall be designated the arbitrator and will set a hearing date within 30 days after his selection.

The arbitrator will set forth his findings of fact, reasoning and conclusions on the issues and submit them to the Board as a recommendation. The decision shall be within 30 days after receiving final information from the parties.

Section 4 Expenses

Any costs incurred in connection with the arbitrator's hearing shall be shared equally by the Board and the employee organization. The grievant and any Board employees who are requested by school board administrators to attend hearings shall be granted the necessary released time without salary loss. The cost of witnesses at all hearings, however, shall be born by the party requesting them to attend.

Section 5 Time limits for initiating grievances

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

Section 6 Representation

Any aggrieved employee may be represented by a person, or persons, of his choosing as outlined in Article 4, Section 1. No released time from work without salary loss shall be provided, however, for Board employees to serve as representatives.

Nothing contained herein will be construed as limiting the right of any Unit III employee having a grievance to discuss the matter informally with any appropriate member of the administration and having the grievance adjusted without the assistance or expense of AFSCME.

ARTICLE 4
UNION STEWARDS

Section 1 Designation

(a) The Board will deal with the designated Union steward at the informal level, the Union President, or the Council Representative in grievances filed above Level 1 under this Agreement.

(b) A written list of the chief steward and eight (8) stewards shall be furnished to the Board immediately after their designation and AFSCME shall notify the Board promptly of any changes of such stewards.

Section 2 Visitation privileges

Duly authorized representatives of AFSCME, 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 III members on school grounds, provided these visits are before or after required working hours or during the duty-free lunch period. AFSCME 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 changes in these names after that date.

ARTICLE 5
DISCRIMINATION

Section 1 Application to agreement

The provisions of this agreement shall be applied to all Unit III members without discrimination as to age, sex, marital status, race, color, creed, national origin, political affiliation, handicap or union affiliation.

Section 2 Board responsibility

The Board will not interfere with the rights of Unit III members to become members of the Union, and there shall be no discrimination, interference, restraint, or coercion by the Board or its representatives against any Unit III member because of Union membership or because of the exercise of his rights under the law or the provisions of this negotiated agreement.

Section 3 Union responsibility

The Union and its representatives will not discriminate against any Unit III member because of age, sex, marital status, race, creed, color, national origin, political affiliation, handicap or union affiliation.

ARTICLE 6
SENIORITY, PROMOTION, LAY-OFF

Section 1 Definition of seniority

Unless otherwise indicated, the term seniority as used in this agreement shall mean an employee's length of continuous service in a class series since his last date of hire. No employee shall acquire seniority until completion of his probationary period. Upon completion of this probationary period, an employee's seniority shall be computed from the last date of hire. When two or more employees have the same last date of hire and the same length of continuous service in a class series since the last date of hire, the Board will determine their relative seniority.

Section 2
Posting of vacancies

All Unit III vacancies of Grade 4 and above that are not filled from within the immediate administrative unit shall be advertised in writing and posted on Unit III bulletin boards throughout the school system. These positions may not be filled on a permanent basis before ten working days from the date of the written advertisement nor before all qualified candidates applying within those ten days have been considered. All vacancies below Grade 4 will be posted within the school which has the vacancy and sent to the Union President concurrently.

A Unit III 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, he will be returned to his former job and pay or to a comparable job and pay.

Unit III members wishing a transfer to a vacancy which would not be subject to posting may submit a request in writing for consideration when such a vacancy occurs.

Section 3
Reduction in force

In the event it becomes necessary to lay off a permanent Unit III employee in a particular job classification in an administrative unit, the Board will determine the job function which can be reduced in that unit with the least disruption of services. The least senior employee in that job function in that unit will be laid off. If his job is not the one to be eliminated, the employee with least seniority in the job location where the staff is to be reduced will be transferred to the vacancy created by the lay-off.

The administrative unit for employees assigned to schools and administrative offices is the appropriate office; for maintenance employees, it is the maintenance department; for transportation employees, it is the transportation department; for warehouse, mail and print shop employees, it is the central services department.

Section 4
Recall

When a Unit III member has been laid off his name shall be placed on a recall list for that job function for a maximum period of one year.

Persons on the recall list for an administrative unit shall be assigned to vacancies in their job functions in that unit in the order of seniority. In no case shall a new employee be hired until all laid off persons on the recall list have been assigned or have declined an offer.

ARTICLE 7
HOLIDAYS

Section 1
Holidays recognized and observed

The Board will recognize the following days as holidays for twelve-month Unit III members:

Independence Day
Labor Day
Thanksgiving Day
Friday after Thanksgiving
Christmas Eve
Christmas Day
New Year's Eve
New Year's Day
Martin Luther King, Jr. Day
Good Friday
Easter Monday
Memorial Day
Primary and General Election Days
All other holidays as declared by the Board during the life of this Agreement

Holidays will be observed on the dates on which they 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.

To be eligible to receive pay for a holiday, the employee must work on the workday, immediately preceding and on the workday immediately following the holiday.

Pay for these holidays when they fall on duty days shall be included in the computation of annual salaries of eligible Unit III employees.

Section 2
Holiday leave

Holiday leave will not be deducted from any other leave earned by an employee.

Section 3
Holiday work

If an employee works on any of the above listed holidays, he shall be paid for one and one-half times his hourly rate, in addition to his holiday pay, for all hours worked.

Section 4
Holiday hours for overtime purposes

Holidays shall be counted as a day worked for the computation of overtime.

Section 5 Holidays during leave

When a holiday falls during an employee's vacation leave, he shall not be charged vacation leave for said holiday.

Section 6 Failure to report on holiday

If a Unit III employee who is assigned duties on an observed holiday fails to report for work without an acceptable reason, he shall forfeit his holiday pay.

ARTICLE 8
VACATION/ANNUAL LEAVE

Section 1 Rate of earning

Twelve-month Unit III members shall earn annual leave as follows:

Length of Service	No. Days Leave Earned Per Mo.	Maximum No. Days Per Year
First five years	1	12
6-14 years inclusive	1½	18
15th year and thereafter	2	24

Section 2 Pay rate during vacation

Pay for all vacations shall be based on the rate of pay of the employee at the time of vacation including shift differential.

Section 3 Accumulation and Conversion

Unit III employees shall request annual leave in advance, using the appropriate form. Vacation perference for Unit III members should be determined on the basis of seniority, provided work operations would not be adversely affected. By April 1, the Board will advise those employees in danger of exceeding their accumulated annual leave carryover, which is a total of 24 days for 1-5 years employment; 30 days for 6-14 years employment and 36 days for 15 or more years of employment as of July 1 of any given year. Unused annual leave which would be lost because of the limitation on carryover shall be converted to accumulated sick leave provided that there not be more than fifteen sick leave days credit per year.

Section 4 Work during vacation

Any Unit III employee required to return to work while on vacation shall be compensated for the time actually worked at the rate of time and one-half.

ARTICLE 9
SICK LEAVE

Section 1
Accrual rate

Regular Unit III employees shall earn sick leave at the rate of one day per month of active duty.

Section 2
Maximum accumulation

Unused sick leave for Unit III members shall be cumulative without limit.

Section 3
Usage

Unit III members may use sick leave for personal illness, which includes necessary medical, dental, or optical examinations and/or treatment. The Unit III member may use up to the number of days earned in a given year for illness in the immediate family, which is interpreted as parent, child, brother, sister, husband, or wife.

Section 4
Notification to employer

When a Unit III employee is to be absent from work, he shall notify his supervisor as soon as possible. To be eligible for sick leave, he shall have notified the supervisor or his designee at least by the time he is required to report for work. If, however, due to an emergency as determined by the supervisor this employee was prevented from reporting the absence by this time, the supervisor shall approve the sick leave. No Unit III member will be required to call his substitute.

Section 5
Proof of illness

Normally an employee's personal certification will be accepted for an absence of three days or less. If a department head has reasons to believe that sick leave privileges are being abused, he may require the employee to furnish a medical certificate for any period of sick leave. However, such requirement must be furnished the employee in writing from the Personnel Office in advance of the requirement.

Section 6
Maternity leave

(a) Maternity leave shall be limited to permanent Unit III employees.

(b) Unit III employees may use accrued sick leave for any pregnancy connected disability until the leave is expended or until they return to work, whichever occurs first. An employee must submit to her supervisor and the director of personnel, as soon as possible after the termination of the pregnancy, a written certification from the attending physician specifying when the employee will be physically able to return to work.

(c) Employees may continue to work for as long as they are physically able before the date of delivery, provided a written certification from the attending physician stating that continued employment would not be injurious to the health and safety of others is submitted to and approved by her supervisor and the director of personnel. The employee may also return to work as soon as physically able following termination of pregnancy.

All employees returning from maternity leave are required to submit to and have approved by the director of personnel a doctor's certification of ability to return to work and perform the duties assigned to her.

(d) Permanent Unit III members may be granted up to a four months maternity leave without pay if they wish to be away from the job longer than the period of disability associated with childbirth.

(e) During the employee's leave her vacancy becomes an "obligated position" which shall be reserved for the employee upon her return to duty. If a replacement is required, such replacement will be hired on a temporary appointment. When an employee on leave is ready to return to duty from maternity leave, she shall notify the director of personnel in writing of this fact and indicate the date of return at least fifteen days in advance of the return date. Such notice shall include a medical certificate indicating ability to return to duty and date.

(f) If the individual case required an extension of maternity leave for medical reason, the employee must request such extensions in writing within fifteen days prior to the expiration of the period originally granted. Such request shall be accompanied by a medical certificate.

(g) The person occupying the position on a temporary basis shall be notified, in writing, of the termination of her temporary appointment when the regular employee is to return or resigns. Such notice to temporary employee shall be issued so that employee shall have at least seven calendar days notice of separation.

Section 7
Pay for sick leave

A classified employee who retires from service with the public schools of Anne Arundel County in accordance with the provisions of the Maryland State Employees' Retirement System shall be paid twenty-five dollars ($25) per day for all unused accumulated sick leave. This provision shall be applicable to an employee who vests his retirement contributions after having been a member of the retirement system for fifteen or more years.

ARTICLE 10
OTHER LEAVES

Section 1
Eligibility requirements

Unit III members shall be eligible for leaves of absence after having completed the probationary period.

Section 2
Application for leave

Consideration will be given to a Unit III member's written request for leave of absence for personal illness, severe illness of a member of the household, maternity, 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 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 his recommendation, to the Director of Personnel, who will take action on the request and notify the employee in writing. Reasonable requests will be granted.

Section 3
Death in family

Up to four consecutive calendar days absence without loss of pay shall be permitted on the death of a spouse, child, parent, brother or sister, niece or nephew, father-in-law or mother-in-law, sister-in-law or brother-in-law, aunt or uncle, grandparent or anyone who has lived regularly in the household of a Unit III member. The superintendent may authorize up to five calendar days in lieu of four calendar days in cases where extensive travel is necessary. This leave will not be deducted from annual leave or sick leave.

Section 4
Jury duty

While on Maryland jury duty a Unit III member shall not be required to endorse his check for jury service to the Board in order to have his full salary continue.

Section 5
Court summons

A Unit III employee 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.

Section 6
Conference attendance

Administrative Leave may be granted for up to six representatives from Unit III who may be released each fiscal year for a maximum of five days to attend an official National, Regional or Statewide convention or conference of AFSCME, provided that except for the local president not more than one representative in any occupational group (maintenance, custodial, food service, warehouse, mail and print shop, and transportation) from a school or central office department may be on leave at one time for this purpose. Accrued annual leave, where applicable, may be used. Employees not having annual leave shall take leave without pay.

Section 7
Injury on job

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

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

(a) He may elect to use his earned annual leave (vacation) during which period he shall receive his regular salary plus any amount awarded as temporary total disability payments under Workmen's Compensation Law.

(b) He may elect to use his earned sick leave credits, during which period he shall receive his regular salary, provided any amount awarded as temporary total disability payments under Workmen's Compensation Law is endorsed by the employee over to the Board of Education of Anne Arundel County.

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

Section 8
Personal business

Permanent Unit III members who do not earn annual leave may be granted one day of personal business leave per year and may accumulate up to three days for emergency personal business under the following conditions:

The leave must be used for a matter which cannot reasonably be taken care of outside work hours. It may not be used for recreation, vacation, shopping, or the like. The general reasons must be stated and the supervisor's approval obtained prior to the end of the preceding workday, except that for an unforeseen emergency which requires absence that could not have been approved in advance, the supervisor may, at his discretion, approve the absence as a day of emergency leave after the fact.

Any days in excess of three days emergency personal business leave not used, shall be converted to accumulated sick leave at the end of the year.

Section 9
Study

After completing one year of service, any Unit III member may request a leave of absence without pay for full-time study in a job-related program.

Section 10
Benefits while on leave

Unit III members on leave of absence without pay and without experience credit shall be eligible to continue their membership in the Board's group hospital-medical plan by making full premium payment to the Board by the 25th of each month.

If a Unit III member who was injured on the job has exhausted his special leave for injury on the job and his accumulated sick leave and annual leave and is still receiving Workmen's Compensation for temporary total disability, the Board will continue to pay its share of the premium for Blue

Cross-Blue Shield insurance if applicable, provided the employee sends his share of the premium monthly to the Board of Education office. The Board will pay its share of the premium for a maximum period of 12 months while the Unit III member is a Board employee.

Section 11 Religious observance

Unit III members shall be granted up to three (3) 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 III 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 III member.

ARTICLE 11
HOURS OF WORK

Section 1 Regular hours

The regular hours of work for custodial, maintenance, food service, warehouse, mail and print shop, and transportation employees in Unit III shall be consecutive except that they may be interrupted by a lunch period. When custodial employees and plant and equipment operators are assigned to weekend checks, the previous Friday or the following Monday will be non-working time.

Section 2 Work schedule

Regular work schedules of Unit III members shall be posted near the timesheets in each work location. Except in emergency situations, these regular work schedules shall be changed only after consultation with the union president or an authorized representative of AFSCME.

Section 3 Rest periods

A Unit III member shall be permitted to take a break of 10 minutes during each one-half shift. No reporting times or leaving times shall be adjusted because of the failure of an employee to take a break.

Section 4 Call-back pay

Any full-time classified employee who is directed by competent authority to report back to work on an assignment which is not contiguous with his regular work schedule shall be paid at the applicable hourly rate for all hours of work on such employee's assignments but in no event shall the amount of pay earned for such emergency assignments in any one 24-hour period be less than the equivalent of four hours pay at such employee's regular straight time rate of pay. If the same employee is called back a second time within the same 24 hour normal day he shall receive no less than the equivalent of a total of six hours pay at straight time.

Section 5
Paid meals

Each Unit III member required to work in excess of twelve consecutive hours in a work day and each employee required to work in excess of four consecutive hours on a call-back shall receive Five Dollars ($5.00) toward the purchase of a meal if the extra work extends through the normal meal hour.

Section 6
Hours - inclement weather

Unit III employees who are required to report to work when Central Offices are closed due to inclement weather shall be given an additional annual leave day.

Section 7
Redistribution of Pay 10-Month Employees

Effective July 1, 1984, all 10 month employees pay schedules will be changed by redistributing their pay over the entire school year. As a result of this redistribution, all 10 month employees will receive a check every regular pay day during the school year.

ARTICLE 12
OVERTIME

Section 1
When paid

Time and one-half the employee's hourly rate of pay shall be paid for work as follows:

(a) All work in excess of eight hours per day.
(b) All work in excess of forty hours in any week.
(c) Any work on a holiday recognized by the Board.

Section 2
Sunday rate

Two times the employee's hourly rate shall be paid for all work above forty hours performed on Sunday.

Section 3
Voluntary

Overtime shall be voluntary except in emergencies.

Section 4
Distribution

In each work location an effort will be made to distribute overtime among interested and qualified employees.

Section 5
Community Use

If the Board determines that community use activities create an addtional work load overtime will be authorized.

ARTICLE 13
SAFETY AND HEALTH

Section 1
Board-union cooperation

The Employer and the Union shall cooperate in the enforcement of safety. Unit III employees shall use equipment and tools solely for the purpose for which they were designed. They shall exercise proper care in the handling, storage, and maintenance of equipment and tools to prevent damage to them and injury to themselves and others. No employee shall be required to operate an unsafe piece of equipment. If an employee feels that a piece of equipment he must operate is

unsafe, he shall report it to his supervisor who shall make sure an inspection is made by a qualified individual as soon as possible.

ARTICLE 14
UNION BULLETIN BOARDS, DELIVERY SERVICES

Section 1 Bulletin boards

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

Section 2 Delivery service

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

(a) Opinions of Union officials concerning matters on which the Board and the Union have taken opposing positions.

(b) Advocacy of action on the part of employees which 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.

ARTICLE 15
HEALTH AND WELFARE BENEFITS

Section 1 Hospital-Medical Insurance

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

365 days Blue Cross hospital care
Full maternity coverage
Blue Shield Plan C with pre and post-natal care
Special diagnostic Endorsement Number 4 (no maximum)

Sudden and Serious Endorsement
Student Endorsement Ages 19-25
Dental Plan, Level I and II with Rider A

With the concurrence of AFSCME, comparable coverage may be provided by another insurance carrier.

The Board will continue to pay 85% of the premium cost for a period of three (3) months for an individual who, after using his own sick leave allowance, is placed on a qualified approved leave of absence for personal illness.

Section 2
Term life insurance

A term life insurance policy for $15,000 with full cost paid by the Board shall be provided for each Unit III member. An optional term life insurance policy for $5,000 units to the maximum of $50,000 with full premium paid by the Unit III member shall also be provided through payroll deduction if participation by the Board's employees meet the minimum requirements of the carrier.

Section 3
U.S. Savings Bonds

The Board shall make payroll deductions for U.S. Savings Bonds for those Unit III members who make such request in writing in September of any year or within 30 days after the effective date of employment or 30 days after an employee is reinstated following a leave of absence.

Section 4
Authorized trip insurance

The Board shall provide insurance coverage for accidental death or dismemberment of a Unit III member while on an authorized trip in the performance of his duties as an employee. Payments shall be in accordance with the following schedule:

Life	$100,000
Both hands or both feet or sight of both eyes	$100,000
One hand and one foot	$100,000
Either hand or foot and sight of one eye	$100,000
Either hand or foot or sight of one eye	$50,000

Section 5
Personal property damage

Subject to a recommendation of the supervisor and approval of the Superintendent, the Board shall pay an amount not to exceed $200 for damage to a Unit III member's personal property which may happen as a result of personal assault while he is on duty. Payment by the Board shall not be an admission of responsibility or liability by the Board, its agents, servants or employees.

Section 6
Allotment for purchase of uniforms

Upon completion of the probationary period, uniforms will be alloted as follows:

Custodians	5 pants, 5 shirts
Chief custodians	5 pants, 5 shirts
Print shop	3 smocks
Maintenance	5 pants, 5 shirts
Painters	5 pants, 5 shirts

Cafeteria employees shall receive a uniform allotment of $100 each school year.

Section 7
Retirement counseling

Upon request to the Personnel Department, Unit III employees eligible to retire shall be provided with literature explaining the various options available to them upon retirement. A personal conference may be held for those employees who wish such a conference.

Section 8
Insurance program

The Board shall provide for one voluntary payroll deduction for each Unit III member for the AFSCME sponsored insurance programs. The total amount of the initial deduction and of an amended total resulting from changes in rates and/or the addition or termination of policies shall be indicated to the Board by written authorization from AFSCME, signed by the member.

ARTICLE 16
MANAGEMENT RESPONSIBILITY

Section 1
Effect of agreement

Nothing in this agreement shall be construed as delegating to others the authority conferred by law on the Board, 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 the direction of employees are vested exclusively in the Board.

ARTICLE 17
WAGES AND TRAVEL PAY

Section 1
Hourly rates

The hourly rates for 1986-87 for all Unit III members shall be the hourly wage rates for 1985-86 increased as follows:

Step A of each pay grade shall be increased by 6% and rounded to the nearest cent.

The hourly wage rates for Steps B, C, and D for each pay grade shall be 10, 20 and 30% respectively greater than the base rate for Step A, rounded to the nearest cent.

Effective July 1, 1981, all new employees are being placed on Step A for their probationary period of six months. Upon successful completion of their probationary period, the employee's salary will move to Step B and shall remain at Step B for a period of 18 months. Upon completion of the two year period (six months probationary period plus 18 months) the employee's salary will move to Step C and shall remain at Step C for a period of one year. Upon completion of the three year period (six months period plus 18 months plus one year) the salary will move to Step D, the top of the salary schedule.

Section 2 Shift differential

A wage differential of $.30 per hour shall be paid to:

- Full-time Unit III members who start a regular daily work shift at or after 2:00 p.m. and prior to 11:00 p.m.
- Unit III members while regularly assigned on Saturdays, Sundays, and/or holidays.

A wage differential of $.40 per hour shall be paid to:

- Unit III members who start a regular daily work shift at or after 11:00 p.m. and prior to 3:00 a.m.

The provisions of this section shall not apply to Unit III members called in on emergency assignments nor to members on overtime work which is compensated at premium rates, unless they otherwise have been entitled to the night shift/weekend rate.

Section 3 Payroll distribution

Delivery of paychecks shall be made on every second Wednesday.

Section 4 Payroll information

Check stubs for Unit III members shall contain all pertinent information including deductions, days worked, number of annual days, number of sick days emergency callback, meal allowance and/or other personal payroll deductions.

Section 5 Temporary assignment

A Unit III member who has completed his probationary period and who is temporarily assigned by the appropriate department head to a job classification in a higher pay grade than his regular classification shall be paid in accordance with the salary for the position in the higher pay grade effective on the 11th consecutive workday.

Section 6 Mileage rate for travel

Unit III members' use of a private automobile for authorized transportation while on duty shall be reimbursed at the rate of twenty cents ($.20) per mile. Those Unit III members in maintenance or operations positions who must drive their car or truck at the specific request of their supervisor shall be reimbursed at the rate of twenty-five cents ($.25) per mile.

Food service employees who transport food to satellite schools shall receive $3.75 for less than ten (10) miles per day and $5 for ten (10) miles or more per day. All other food service employees who have authorized travel in excess of ten miles per day shall be reimbursed at the rate of twenty-five cents ($.25) per mile.

Section 7 Longevity

Unit III employees shall be eligible for the following longevity increments:

10th Anniversary	$300
15th Anniversary	$475
20th Anniversary	$650

All eligible experience credit must be with the Anne Arundel County Public Schools.

Section 8 Lift Bus aides - wage differential

Bus aides who are required to operate lift apparatus and/or are required to lift orthopedically handicapped persons on/off buses shall receive a wage differential of $ .20 per hour.

Section 9 Cafeteria Manager's Wage Rates

Cafeteria manager's wage rates will not be decreased during the school year as a result of a change in the number of meals purchased by students within the jurisdiction for which they are responsible. Managers shall be notified of their grade and pay scale for the upcoming year on or about July 1 of each year.

ARTICLE 18
WORK STOPPAGE

Section 1 Strikes

For the duration of this Agreement, AFSCME shall not engage in or sponsor a strike.

Section 2 Lock out

The Board will not lock out any Unit III member.

ARTICLE 19
DISCIPLINE AND DISCHARGE

Section 1 Disciplinary measures

Disciplinary action shall be limited to oral reprimand, or written reprimand, suspension, and discharge and should be consistent where appropriate to the concept of progressive discipline.

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 or the public except that immediate action required by the employer in an emergency situation will not be subject to this provision.

Section 2
Suspension and discharge

The Board may suspend or discharge any permanent Unit III member for immorality, misconduct, insubordination, incompetency, or willful neglect of duty. Prior to discharge, the employee will be suspended. Within three work days the employee will be notified in writing of the cause(s) and of the fact that he is subject to discharge. He shall also be notified of his right to a hearing, with counsel, including a union representative, provided he makes a written request within three work days after the receipt of the notification. The hearing shall be held within five work days after the request has been received. An employee who does not accept the decision of this hearing may appeal his case to the Board.

Any employee found to be unjustly suspended or discharged shall be reinstated with full compensation for all lost time and with full restoration of all other rights and conditions of employment.

ARTICLE 20
SEVERABILITY

Section 1
Effect of invalid portion of agreement

In the event any article, section, or portion of this agreement should be held invalid by any court of competent jurisdiction, such invalidity shall not affect the other provisions or any other application of this agreement which can be given effect without the invalid article, section, or portion. Within ten work days after the receipt of such a decision by the parties, the negotiating teams of the Board and AFSCME will meet to give the parties an opportunity to introduce proposals for negotiating a substitute for the invalidated article, section, or portion. The parties agree to begin negotiations immediately in an effort to reach agreement on any proposals so introduced.

ARTICLE 21
PERSONNEL FILES

Section 1
No unfavorable entry

No unfavorable entry shall be placed in the file of a Unit III member unless it is signed by the person submitting the information. The employee shall be given the opportunity to acknowledge that he/she has read such materials by affixing his/her signature on the original or an actual copy with the understanding that such signature merely signifies that he/she 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 his/her answer shall be attached to the file copy. An employee's refusal to sign shall be noted by an administrator and a witness.

Section 2
Personnel files open to employee

All items entered in a Unit III member's personnel file in the Personnel Department after July 1, 1984 shall be open to that employee by appointment.

Section 3
Files inspection limited

A Unit III 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.

ARTICLE 22
EFFECTIVE PERIOD OF AGREEMENT

Section 1
Dates; provision for amending

This Agreement shall become effective as of July 1, 1986, and shall continue in full force and effect until June 30, 1987. It is further understood that this Agreement can be added to, amended or modified only by a document in writing, which has been ratified by the parties following negotiations mutually agreed to by the Board and the Union.

APPROVED CUSTODIAL AND MAINTENANCE SALARY SCALE
1986-87

GRADE		A	B	C	D
1	Annual	10,067	11,066	12,085	13,083
2	Annual	10,670	11,731	12,813	13,874
3	Annual	11,731	12,896	14,082	15,246
4	Annual	12,750	14,019	15,309	16,578
5	Annual	13,853	15,246	16,619	18,013
6	Annual	15,122	16,640	18,138	19,656
7	Annual	16,515	18,158	19,822	21,466
8	Annual	17,514	19,261	21,008	22,776
9	Annual	18,450	20,301	22,131	23,982

APPROVED CAFETERIA SALARY SCALE
1986-87

	Grade	A	B	C	D
Food Services Worker I	2	5.13	5.64	6.16	6.67
Food Services Worker II	3	5.64	6.20	6.77	7.33
Food Services Manager II	4	6.13	6.74	7.36	7.97
Food Services Manager III	5	6.66	7.33	7.99	8.66
Food Services Manager IV	6	7.27	8.00	8.72	9.45
Food Services Manager V	7	7.94	8.73	9.53	10.32

APPENDIX B

APPROVED BUS AIDE AND BUS DRIVER SALARY SCALE
1986-87

	Grade	A	B	C	D
Bus Aides	2	5.13	5.64	6.16	6.67
Bus Drivers	5	6.66	7.33	7.99	8.66

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The foregoing agreement for 1986-87, was reached by the undersigned on May 13, 1986 and submitted for ratification to AFSCME and the Board:

FOR THE BOARD:

William H. Scott
Chief Negotiator

Ronald Beckett
Negotiator

Stephen Flavin
Negotiator

Rester Greene
Negotiator

FOR AFSCME:

Paul Manner
Chief Negotiator

Alice Schaefer
Negotiator

Jimmie Pickens
Negotiator

William Lough
Negotiator

Victoria Peeler
Negotiator

Sarah Larkin
Negotiator

Charles Turner
Negotiator

Following mutual ratification, the parties hereunto set their hands and seals on August 6, 1986

Anne Arundel County Board of Education

Patricia Huecker
President

Alice Schaefer
President

AMERICAN FEDERATION OF STATE, COUNTY, AND MUNICIPAL EMPLOYEES, Local 1693

Publication Number 1391/2

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Bureau of Labor Statistics
Collective Bargaining Studies

U.S. Department of Labor

830714

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

NOVEMBER 12, 1986

RECEIVED
NOV 17 '86
ASST. SU[illegible]
ADMINISTRATION

R JAN 09 1987
(1)

Director of Staff Relations
Anne Arundel County Public Schools
2644 Riva Road
Annapolis , MD. 21401

PREVIOUS AGREEMENT EXPIRED
JUNE 29, 1986

Respondent:

We have in our file of collective bargaining agreements a copy of your agreement(s):

Anne Arundel Cnty Md Bd of Ed Unit 111 Lu 1693 WITH STATE, COUNTY, AND MUNICIPAL E
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 1000
2. Number and location of establishments covered by agreement 120
3. Product, service, or type of business Education
4. If your agreement has been extended, indicate new expiration date

William Scott asst. Supt — 301-224-5307
Your Name and Position — Area Code/Telephone Number

2644 Riva Road
Address

Annapolis Md 21401
City/State/ZIP Code

BLS 2452 (Rev. August 1984)