

**TABLE OF CONTENTS**

Article 1	General Provisions	3
Article 2	Grievance Procedure	4
Article 3	Organizational Security	6
Article 4	Working Hours and Working Conditions	8
Article 5	Employee Rights and Privileges	11
Article 6	Assignment and Transfer	13
Article 7	Promotions	14
Article 8	Evaluations	15
Article 9	Sick Leave	15
Article 10	Vacation and Annual Leave	17
Article 11	Other Leave	18
Article 12	Benefits While On Leave	23
Article 13	Holidays	23
Article 14	Employee Benefits	23
Article 15	Salaries and Wages	26
Article 16	Duration of The Agreement	26

<b>APPENDIX A</b>	<b>Unit IV Employees Hourly Wages</b>
<b>APPENDIX B</b>	<b>Medical Comparison Charts: 2019 and 2020</b>
<b>APPENDIX C</b>	<b>Dental and Vision Charts: 2019 and 2020</b>
<b>APPENDIX D</b>	<b>Promotion and Transfer Process</b>
<b>APPENDIX E</b>	<b>Pre-Discipline Conference Procedures</b>

**ARTICLE 1**  
**GENERAL PROVISIONS**

**1.1 Definition of Terms**

- A. The Board of Education of Anne Arundel County is hereinafter referred to as "the Board."
- B. The Secretaries and Assistants Association of Anne Arundel County is hereinafter referred to as "SAAAAC."
- C. Unit IV refers to a negotiating unit composed of permanent substitutes, teacher assistants, computer lab technicians and secretarial/clerical and technical employees in pay grades 2-13, 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.
- D. 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 just 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 Successor Negotiations**

Negotiations on successor Agreements between the SAAAAC and the Board shall begin no later than October 31.

**1.5 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.

The Board and SAAAAC agree the following will be re-openers for negotiations:

- A. In FY2021: Salary/Compensation and three (3) items per party.
- B. In FY2022:
  - o Salary/Compensation and two (2) items per party.
- C. SAAAAC and the BOE mutually agree to negotiate Teacher Assistant workhours

**1.6 Renegotiations**

- A. The items of this agreement not requiring fiscal support shall become effective on July 1, 2019, following ratification by both SAAAAC and the Board. The items that require fiscal support shall become effective

- July 1, 2019, unless otherwise indicated if following budget enactment by the Anne Arundel County Council the Board raises no question concerning the adequacy of funds for their implementation.
- B. If categories that contain requests for funds to support items in this Agreement are reduced by the Anne Arundel 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 shall be submitted promptly to the parties for ratification after which the Board shall render the final determination on all remaining fiscal items which have been the subject of negotiations.
  - C. The terms and conditions of this Agreement shall remain in effect through June 30, 2022.
  - D. If any provisions of this Agreement or any application thereof to Unit IV employees 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.
  - E. 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.

### **1.7 Printing Agreement**

- A. The Board and SAAAAC will mutually determine the number of copies to be printed. Furthermore, both parties agree to equally split the cost of printing the designated number of copies. The Agreement shall be distributed and/or made available to all Unit IV employees and newly hired Unit IV employees 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.
- B. The printed Agreement shall not contain any item that has not been agreed to and ratified by both parties.
- C. The Agreement shall be printed, distributed, and/or made available to all Unit IV employees within the first week of the school year or within thirty (30) calendar days of ratification by the parties if the ratification is concluded after July 30 or as otherwise mutually agreed upon by both parties.
- D. The Board and SAAAAC agree to work together in a collaborative manner, to reduce the number of printed Agreements that are distributed to Unit IV employees in an effort to promote a greener environment.

### **1.8 Superintendent-SAAAAC Discussion**

Upon request of either party the Superintendent or designated representative(s), shall meet not less than quarterly with the President of SAAAAC, or designated representative(s), to review and discuss recommendations and/or other matters of mutual concern to the parties to this Agreement.

## **ARTICLE 2** **GRIEVANCE PROCEDURE**

### **2.1 Definitions**

- a. A "grievance" is a dispute concerning the meaning, interpretation or application of provisions of this negotiated Agreement concerning the salaries, hours, or working conditions of Unit IV members.
- b. "Grievant" shall be the Unit IV member or members making the claim.
- c. A "party in interest" is the person or persons making the claim and any person or persons who may be required to take action or against whom action may be taken in order to resolve the grievance
- d. A "time limit" is the requirement that action be taken within a specific number of duty days.

### **2.2 Purpose**

The purpose of this procedure is to secure, at the lowest possible administrative level, equitable solutions to the problems which may from time to time arise regarding this Agreement. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure.

Nothing contained herein will be construed as limiting the right of any Unit IV member having a grievance to discuss the matter informally with any appropriate member of the administration, and having the grievance adjusted without the assistance of SAAAAC.

### **2.3 Informal Discussion**

A Unit IV member with a potential grievance shall first discuss the problem with his/her immediate supervisor. The grievant is to state that he/she wishes to discuss a potential grievance issue. If, however, the immediate supervisor is not the person who made the potential misinterpretation or misapplication, he/she

shall advise the grievant of the proper person to contact, and the grievant shall discuss the matter with the proper person.

If the grievant is not satisfied with the outcome of the informal discussion, he/she shall proceed to Level One of the Grievance Procedure within fifteen (15) duty days.

## **2.4 Grievance Procedure**

The following procedures shall be used in processing grievances:

### **Level One**

A Unit IV member with a grievance shall file the grievance in writing, using the Board of Education approved grievance form, with the administrator who made the decision or interpretation which is alleged to be in error. Such forms may be obtained at the work location or from the SAAAAC office. The administrator shall render a written decision within five (5) duty days.

### **Level Two**

If the grievant is not satisfied with the decision rendered at Level One, or if no decision has been rendered within the allotted time, the grievant may within five (5) duty days file the grievance with SAAAAC. If SAAAAC believes that the grievance is valid, SAAAAC shall within five (5) additional duty days request a hearing before the Superintendent.

The hearing shall be scheduled within five (5) duty days and held within fifteen (15) duty days with the Superintendent or designee. A decision will be rendered within fifteen (15) duty days following the hearing.

### **Level Three**

If SAAAAC finds the Superintendent's or designee's decision not acceptable, it shall within fifteen (15) duty days notify the Board whether or not the grievance is to be submitted to arbitration. If the representatives of the parties cannot agree upon and acquire the services of an Impartial Hearing Officer, both parties shall promptly request the American Arbitration Association to submit to each party a list of persons skilled in arbitration of educational matters. Within seven (7) days each party shall cross off any names to which it objects, number the remaining names in order of preference and return the list to the American Arbitration Association. If a party does not return the list within the time specified, all persons named therein shall be deemed acceptable.

From among the persons who have been approved on both lists, and in accordance with the designated order of mutual preference, the American Arbitration Association shall invite the acceptance of an arbitrator. If either of the parties fails to accept any of the persons named, or if those named decline or are unable to act, or if for any other reason an appointment cannot be made from such a list of names, a second list of seven (7) names shall be requested.

The parties shall strike names alternately until only one name remains. That person shall be designated the arbitrator.

The arbitrator shall meet with the Superintendent or designee and the grievant and the grievant's representative(s) either separately or together. The format, dates and times of such meetings will be arranged by the arbitrator and will be conducted in closed sessions.

The jurisdiction and authority of the arbitrator shall be confined to the express provision or provisions of this Agreement at issue between the SAAAAC and the Board of Education of Anne Arundel County. The arbitrator shall have no authority to add to, alter, detract from, amend or modify any provisions of this Agreement or to make any award which will in any way deprive the Board or the Superintendent of any of the powers delegated to them by law or State Board Bylaw, and not encompassed in this Agreement.

The provisions of the Agreement are arbitrable, while the powers of the Superintendent and the Board beyond this Agreement are not. The arbitrator shall not have the authority to consolidate separate grievances for a single hearing without mutual consent of the Board and SAAAAC. 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 in this matter.

The costs for the services of the arbitrator, including per diem expenses, if any, and actual and necessary travel expenses, shall be shared equally by the Board and SAAAAC. Witnesses necessary to the full and proper presentation of a case at their level shall be provided release time without pay by the Board.

**2.5 Time Limit for Initiating Grievance**

- A. No grievance shall be recognized by the Board or SAAAAC unless it shall have been presented at the appropriate level within fifteen (15) duty days after the aggrieved person knew or should have known, of the act or condition on which the grievance is based, and if not so presented, the grievance will be considered as waived.
- B. The time limit for either party's responding in writing shall have been met if the reply was hand-delivered or post-marked or received by electronic communication by the last day of the period indicated. The timelines for this process may be extended by the mutual agreement of the parties.

**2.6 Representation**

Any grievant may be represented at any level by a person or persons of their choosing except that they may not be represented by an officer or representative designated by any organization other than SAAAAC. The grievant must, however, be present at all hearings.

**2.7 No Reprisals**

No reprisals shall be invoked against any employees for processing a grievance or participating in any way in the grievance procedure.

**2.8 Rescheduling**

In case the grievant is prevented from attending a hearing because of an emergency, the hearing shall be rescheduled.

### **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. These Boards shall be placed in a visible and appropriate location.

**3.2 SAAAAC Communications**

SAAAAC shall be permitted to utilize the Board 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 Board 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. The Association shall have the right to use audiovisual equipment, at reasonable times, when such equipment is not otherwise in use and provided the user is qualified to operate the equipment and has obtained the approval of the principal or his/her designee. The Association shall be liable for any damage resulting from such use.

**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 employees at work sites, 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 any changes 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 within thirty (30) calendar days of such request, where administratively possible.

**3.6 Board Meetings**

The Board shall make a copy of the Board of Education meeting agendas available to SAAAAC prior to meetings. A copy of Board minutes shall be made available 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 distributed or containing information to be shared with Unit IV employees. Those communications shall be sent to the President and UniServ Director.

**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 employees which shall include their names, building assignments and de-identifier employee ID numbers.

**3.9 New Employees**

The Board shall provide the SAAAAC President with the names, job locations and job titles of newly hired employees as well as departing employees in Unit IV as soon as possible after the action has been taken on a monthly basis.

SAAAAC shall have access to all new Unit IV employee processing sessions to provide information about SAAAAC and the opportunity to sign up new members.

**3.10 Check-Off**

The Board agrees to deduct SAAAAC membership dues from the paychecks of Unit IV employees 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 15 of any year to SAAAAC and the Office of Compensation 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**

Upon written notification to the Director of Employee Relations, the SAAAAC president or her/his designee shall receive up to the equivalent of fifteen (15) days of leave without loss of pay per contract 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 employees 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**

- A. Full-time clerical, technical and secretarial employees assigned to the Central Offices shall be on duty on all weekdays when central offices are open.
- B. 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.
- C. Teacher Assistants and Permanent Substitutes shall have a duty year of 191 duty days.

- D. All clerical, technical, and secretarial employees in 200-day positions shall have a duty year of 200 days. They shall work five (5) days before teachers arrive for the start of the school year, and four (4) days after teachers leave at the end of the school year.
- E. Upon mutual agreement, the number of duty days may be modified.

#### **4.2 Hours**

- A. The work hours for Central Office clerical, technical and secretarial employees, to be established by the supervisor, shall be seven (7) hours exclusive of a one-half hour or one hour non-paid, non-duty lunch period.
- B. During the school year the work hours for full-time clerical, technical and secretarial school employees, to be established by the supervisor, shall be seven (7) hours exclusive of a one-half hour or 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 five and one-half (5.5) hours exclusive of a one-half hour or one hour non-paid, non-duty lunch period. Summer is defined as beginning on the first day after the last duty day for teachers as set forth in the approved school calendar before modifications (such as unused inclement weather days) are made to the calendar.
- C. Teacher Assistants and Permanent Substitutes shall work six and one-half hours (6.5) exclusive of a one-half hour non-paid, non-duty lunch period per day.
- D. 200-day school based secretaries shall work seven (7) hours a day exclusive of a one-half hour or one hour non-paid, non-duty lunch period per day.

#### **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 MSEA Convention Attendance**

- A. Unit IV members may attend the annual Maryland State Education Association Convention without loss of pay or annual leave if they are elected delegates or MSEA committee members required to be in attendance.
- B. Unit IV members may attend the professional workshops sponsored by MSEA affiliated departments and scheduled on the MSEA Convention day without loss of pay or annual leave if they are presenters or registered participants.
- C. The MSEA Convention day shall be considered a regular duty day for all other Unit IV members.

#### **4.6 Emergency Closings**

- A. When schools are closed early for national/state emergency and/or inclement weather all school-based Unit IV employees shall leave their worksites in line with their regular dismissal as affected by the early closing. When schools are closed early for national/state emergency and/or inclement weather all non-school based Unit IV employees will be dismissed at the direction of the Superintendent or designee.
- B. When schools are closed for national/state emergency and/or inclement weather for students [Code Blue Day], 12-month Unit IV school-based employees and 12-month Unit IV central office employees shall report to work within two (2) hours of the usual reporting time. 12-month Unit IV school-based employees shall be allotted up to a maximum of two (2) Code Blue Days for which they shall not be required to report to work. The first two declared Code Blue Days of the school year shall be used as the two-day allotment for 12-month Unit IV school-based employees referenced above. After the two-day allotment is exhausted, 12-month Unit IV school-based employees shall report to work within two (2) hours of the usual reporting time.
- C. When weather conditions are such that the central office is closed [Code Red Day], announcement shall be made via established communication tools, which may include but are not limited to, Connect-ED automated call system, announcements on major radio and television stations, and social media, and 12-month clerical, technical and secretarial employees need not report for work.
- D. When school is delayed in opening for inclement weather, Unit IV employees shall report to their job assignment sites in line with regular reporting time as affected by the time delay.



**4.7 Transporting Students**

Unit IV employees shall not be required to transport students.

**4.8 Travel Reimbursement**

Unit IV employees' use of a private automobile for authorized transportation while on duty shall be reimbursed at the prevailing IRS rate in effect at the time the miles are traveled.

**4.9 Substitute Teacher Pay**

Except for emergencies or extenuating circumstances, no teacher assistant or technology support technician shall be required to substitute for a teacher. In the event a teacher assistant or technology support technician provides substitute teaching services for a classroom teacher at the request of the building administrator or his/her designee in excess of one (1) hour, the teacher assistant or technology support technician shall receive compensation, in addition to his/her teacher assistant or technology support technician pay, at the rate of \$35 for a half-day or \$65 for a whole day as a substitute teacher during the period the teacher assistant or technology support technician performs this additional service.

**4.10 Work Beyond Regularly Scheduled Hours and Work Over 40 Hours and Compensatory Time**

The Board reserves the right to require employees to work:

- A. When the Board requires Unit IV employees to work in excess of their regularly assigned hours during a workweek, the employee shall be compensated with compensatory time or overtime pay.
- B. Compensatory time earned for work up to 40 hours in any workweek shall be earned at a rate of one (1) hour for each hour worked or portion thereof. Time accrued under this subsection shall be referred to as Compensatory Time.
- C. Compensatory time earned for work in excess of 40 hours in any week shall be earned at a rate of one and one-half (1.5) hours for each hour worked or portion thereof or one and one-half (1.5) times the employee's hourly rate of pay. Time accrued under this subsection shall be referred to as Compensatory Time.
- D. All hours worked in excess of the employee's regularly scheduled workweek must be approved in advance by the employee's supervisor. Subject to the approval of the employee's supervisor, an employee who has accrued Compensatory Time shall be permitted to use such time within a reasonable period after making the request, if the use of the compensatory time does not unduly disrupt the operations of the school or worksite at which the employee is located.
- E. Both parties shall use their best efforts to agree to an employee's request for usage of accrued Compensatory Time within ninety (90) calendar days. If the Compensatory Time is not permitted to be taken within ninety (90) calendar days, the employee shall receive within the next pay period payment at the rate(s) described above for which the hours were earned.
- F. Work week shall be defined as Wednesday through Tuesday.

**4.11 Employment Decision**

Unit IV employees shall not make employment decisions regarding vacant positions.

**4.12 Personal Property Damage**

- A. Subject to a recommendation of the principal and approval by the Chief Operating Officer, the Board shall pay an amount not to exceed \$500.00 for damage to a Unit IV employee's personal property which may be incurred by the employee as a result of personal assault while h(he) 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.
- B. Where possible with present facilities, the Board shall provide a secure area for storage of Unit IV employees' personal property.

**4.13 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.

**4.14 Health and Safety**

- A. The Board and each Unit IV employee shall cooperate to provide a well maintained safe healthful school environment for students, staff and the public.
- B. Unit IV employees shall not be required to handle any object suspected of being a bomb or similar device.

**4.15 Absence of Administrator**

In the absence of a building supervisor (principal), or designee, a Unit IV employee shall not be held responsible for the administration or supervision of the building.

## **ARTICLE 5** **EMPLOYEE RIGHTS AND PRIVILEGES**

**5.1 Employee Rights**

Nothing in the Agreement shall be construed to prevent Unit IV employees from exercising their individual professional rights, privileges, or responsibilities or from participating in activities conducted, sponsored and/or authorized by SAAAAC.

**5.2 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.

**5.3 Personal Life**

The personal life of the Unit IV employee 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 employee's effectiveness in her/his work assignment.

Employees may exercise their individual professional rights, privileges, and responsibilities. The political activities of any Unit IV employee seeking or holding office or campaigning for a candidate shall be conducted outside the work site and outside working hours.

**5.4 Suspension**

Should the allegation pertaining to a Unit IV employee'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.

**5.5 Reduction in Force**

- A. SAAAAC shall be notified, in writing, of a proposed Reduction in Force.
- B. It is the hope that normal attrition will prevent the need for reduction in force. SAAAAC shall encourage Unit IV employees to notify the Division of Human Resources 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/grade, the Superintendent, with approval of 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 with the job classification affected, e.g., School Secretary I, School Finance Clerk, Senior Administrative Secretary, Computer Operator I or category, e.g., teacher assistant, special education teacher assistant, media teacher assistant, computer lab technician, or permanent substitute within the county as outlined below.
- C. All temporary and probationary employees in the affected classification/category shall be terminated before any permanent employees are reduced.
- D. The reduction of permanent employees shall be on the basis of length of continuous service as a teacher assistant or secretary/clerical/technical employee, then length of total service with the Anne Arundel County Public Schools (AACPS). Where length of service in job classification/grade is equal, skill, ability and efficiency may be taken into consideration by the Superintendent, with approval of the Board, in determining reduction in force.
- E. 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 forty-eight (48) hours whether or not the position offered is accepted and must then return to work within fifteen (15) school days.
- F. Upon recall, all sick leave and annual leave shall be restored in the amount credited at the time of termination.
- G. Unit IV employees 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 one (1) year beginning with the day that coverage would normally terminate or until the employee accepts other employment, whichever occurs first. This time period shall be counted toward the Unit IV employee's total allowable coverage under COBRA. The Board shall notify the Unit IV employees on lay-off, in writing, of this provision.

- H. When a Unit IV employee is displaced from her/his regular position because of program cuts, all Unit IV employees, based on a seniority listing, will be offered an available position before a new hire, provided they are capable and qualified of performing the work.

## **5.6 Personnel Files**

### **A. Unfavorable Entry**

No unfavorable entry shall be placed in the file of a Unit IV employee 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 her/his signature on the original or an actual copy with the understanding that such signature merely signifies that h(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 employee shall be permitted to examine at all reasonable times by appointment, all materials entered in her/his personnel file after July 1, 1970, except confidential references pertaining to original employment or promotion.

### **C. Personnel Having Access**

A Unit IV employees' personnel file shall be open to inspection only by administrative and supervisory personnel. The administrator's or supervisor's secretary may have access for the purpose of filing and must maintain the confidentiality of the material.

### **D. Removal of Counseling Letters**

A Unit IV employee may submit a written request to the Superintendent's designee requesting the removal of a Counseling Letter from the Official Personnel File provided that no similar infractions have occurred and/or subsequently resulted in additional Counseling Letters and/or disciplinary action with the past three (3) consecutive years from the date the counseling letter was issued. Such requests shall be reviewed by the Superintendent's designee for approval.

## **5.7 Breaks**

A Unit IV employee shall be permitted to take a break of 15 minutes each morning and 15 minutes each afternoon. 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.

## **5.8 U.S. Savings Bonds**

At a Unit IV employee's written request, the Board shall make payroll deductions for U.S. Savings Bonds.

## **5.9 Payroll Deduction for Supplemental Retirement Programs**

Tax-deferred supplemental retirement programs shall be made available to Unit IV employees from a carrier(s) mutually approved by the Board and SAAAAC. Deductions taken will be submitted for processing on a bi-weekly basis on or before a regularly scheduled pay day.

## **5.10 Professional Development**

- A. To the extent possible, all Unit IV employees shall have the opportunity to participate in appropriate job-related professional development opportunities and or in-service workshops.
- B. Announcements for training shall be distributed by the organizing office/department or the Office of Professional Growth and Development.
- C. Unit IV employees shall not be required to attend a District program beyond his/her normal work hours and/or work year.
- D. A Joint Professional Development Study Committee shall be formed with equal members from the Board and SAAAAC to examine the professional development opportunities for Unit IV employees and make recommendations to the organizing office/department or the Office of Professional Growth and Development and SAAAAC.

## **5.11 Administering Medication/Performing Medical Procedures**

No Unit IV employee shall be required to dispense or administer medication or perform any other medical functions unless stated otherwise in law.

**5.12 Field Trips**

- A. Unit IV employees will be compensated when required to attend field trips that exceed their normal daily work hours.
- B. Unit IV employees shall be compensated for his/her lunch or break times, if the employee is unable to take said lunch or break when required to attend a field trip.

**5.13 Replacement AACPS ID Badges**

- A. Unit IV employees shall not be charged for a replacement badge if damaged in the performance of duty.
- B. Unit IV employees shall not be charged for a replacement badge when updating their name or work location.

**5.14 Non-Discrimination**

The Board agrees not to discriminate against Unit IV employees because of membership or non-membership in SAAAAC.

## **ARTICLE 6**

### **ASSIGNMENT AND TRANSFER**

**6.1 Probation****A. Duration**

All new employees shall serve a probationary period of twelve consecutive work months. The employee shall have no right of appeal if he/she 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 her/his initial appointment shall continue the probationary period already in existence and shall not be subject to starting a new probationary period.

**B. Reemployment**

- 1. An employee who is reemployed within six (6) months to a position in a job classification in which he/she had previously completed a satisfactory probationary period shall not be subject to a new probationary period if the two positions have similar responsibilities.
- 2. If re-employment is the result of a grievance settlement, the award of an arbitrator/arbitration, the result of a 4-205(c) appeal, or otherwise mutually agreed upon, an employee shall not serve a probationary period upon return to work.

**6.2 Voluntary Transfer**

See Promotion and Transfer Process in APPENDIX D.

When a Unit IV employee accepts a voluntary demotion to a position with a lower grade, the hourly rate of pay for the employee shall be adjusted to reflect the current Step of the employee and the new Pay Grade.

**6.3 Involuntary Transfer or Reassignment**

Involuntary transfers, when necessary because of cuts in a position at a work site, shall be made in accordance with the following procedures applied in sequential order:

- A. Volunteers shall first be sought from the employees at that work site, in the job classification (as in Article 5.5) losing a position(s).
- B. If there are no volunteers, or an insufficient number, the employee at that work site, in the job classification losing a position, with the least amount of accumulated service in the county shall be involuntarily transferred. This employee shall be given the opportunity to select from all positions available in that job classification at that time.
- C. Unit IV employees who are being involuntarily transferred shall have preference over those seeking voluntary transfers, Unit IV employees returning from leaves of absence without pay, or new hires. Except in emergencies, Unit IV employees involuntarily transferred shall be notified in writing by the Executive Director of Human Resources. Such notice shall be given sufficiently in advance of the intended transfer to afford the Unit IV employee the opportunity to discuss such transfer with the Executive Director of Human Resources.
- D. When a Unit IV employee is involuntarily demoted from a position in one class to a position in another class with a lower grade, the pay rate of the employee will be protected for one calendar year.
  - 1. After one calendar year, the pay rate of the employee will be adjusted by four percent (4%) if the demotion is one (1) grade, by eight percent (8%) if the demotion is two (2) grades, by ten percent

(10%) if the demotion is three grades or more. At that time, the employee will be placed on the step closest to but not greater than the computed amount as referenced above.

2. After the above stated reductions have taken place, if the employees' rate of pay exceeds the maximum placement on the salary schedule, no more than an additional ten percent (10%) reduction shall take place each year until the pay rate reaches the maximum step on the appropriate pay grade.

#### **6.4 Administrative Transfer**

- A. Unit IV employees who desire an administrative transfer must file a written request with the Division of Human Resources. Such request shall include the following:
  - a. The equivalent position within the same job classification and grade to which the employee desires to be assigned and the school or building assignment requested, in order of preference and
  - b. a detailed rationale for the transfer.
- B. Administrative transfers shall be limited to reasons other than reduction in staff or change in ratio.
- C. Prior to requesting an administrative transfer, the employee must have attempted to seek a transfer through the Voluntary Transfer process by applying to at least three (3) positions within the same pay grade within nine (9) months prior to the request.
- D. Requests for transfer will be accepted only from non-probationary employees.
- E. If an employee is on a plan of action, they must provide justification to the Executive Director of Human Resources to support a transfer while the plan of action is effective. If the transfer is approved, the plan of action will follow the employee into the new assignment.
- F. An employee may be granted one (1) administrative transfer within a five (5) year period.
- G. Placements granted through this process will not be grievable or appealable.

#### **6.5 Notification of Teacher Assistant and Permanent Substitute Assignment**

Teacher assistants and permanent substitutes shall be notified of assignment for the following year by August 1.

#### **6.6 Grandfather Status**

12-month Unit IV employees in positions that have a 200-day equivalent position will retain their 12-month employment status if they remain in their current positions or they are involuntarily or administratively transferred to another position.

#### **6.7 Reclassification**

Positions that are reclassified to increase the number of duty days are to be treated as vacancies and advertised.

## **ARTICLE 7 PROMOTIONS**

#### **7.1 Posting of Vacancies**

The Board is committed to filling vacancies with the best qualified candidates. To this end, the Board is committed to the principle that it is beneficial to develop employees from within the system and to provide promotional opportunities to qualified applicants who are currently Board employees.

All Unit IV vacancies will be entered by the Division of Human Resources and posted via the AACPS website and online application system.

Vacant positions may not be filled on a permanent basis before seven (7) calendar days from the date of the written advertisement or before all qualified candidates who have applied have been considered. Principals or other hiring managers must interview at least three qualified (3) candidates (provided there are three) for transfer or promotion prior to offering the position to a new hire.

See Promotion and Transfer Process APPENDIX D.

#### **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 six (6) months. If the promoted employee is unable to perform the duties adequately during this probationary period, he/she 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.

**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 employee assigned in writing to such a position of higher pay grade on a temporary basis shall be paid the salary h(he) would have received if h(he) had been promoted to the position, effective on the 11th workday.

**7.4 Placement on Salary Scale**

When a Unit IV employee is promoted to a position one salary grade higher than the old position, the hourly rate of pay shall be adjusted by five percent (5%) if the promotion is one (1) grade, by ten percent (10%) if the promotion is two (2) grades or more. At that time, the employee shall be placed on the step closest to but greater than the computed amount.

## **ARTICLE 8** **EVALUATION**

**8.1 Procedures**

- A. 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.
- B. A formal evaluation including a private conference must be made once each year before May 15. 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.
- C. Newly hired probationary employees, as defined by Article 6.1, shall receive a formal evaluation at the mid-point of the probationary period.
- D. In the case of an unsatisfactory performance, the supervisor is responsible to determine the areas of difficulty and make definite recommendations for improvement.
- E. When administratively practicable, electronic signatures will be used for ratings. The ability to submit electronic comments and reactions will also be implemented at the same time.

## **ARTICLE 9** **SICK LEAVE**

**9.1 Annual Allowance**

Unit IV employees shall receive the equivalent of eleven (11) days of sick leave for 191-day employees, the equivalent of eleven and one-half (11.5) days for 200-day employees, and the equivalent of thirteen (13) days for twelve-month employees. Unit IV employees who have been employed ten (10) years or more shall earn sick leave at the rate equivalent to one and one-fourth (1¼) days 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. Sick leave may be taken in one-hour increments with a minimum of two (2) hours.

**9.2 Pregnancy**

Unit IV employees shall, at their request, be allowed to use sick leave for incapacity due to pregnancy, for prenatal care, or for a prescribed medical recovery period following the birth of the child. At the end of

such incapacitation, the employee must return to work unless she resigns or requests FMLA Leave or a Leave of Absence pursuant to Article 11.

**9.3 Monthly Notification**

Unit IV employees' biweekly 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 employees of the immediate family, which is interpreted as parent, child, brother, sister, husband, or wife; provided that the equivalent of an additional fifteen (15) days of available sick leave may be used in the case of the illness of a parent who has regularly lived in the employee's household.

**9.5 Limit for Returning Employees**

A Unit IV employee who is reemployed within five (5) years of her/his separation date shall be credited with unused sick leave he/she had accumulated during her/his previous employment with AACPS.

**9.6 Sick Leave Bank**

- A. All Unit IV employees on active duty in AACPS 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 catastrophic personal illness of the employee during the regularly scheduled duty days, after regular sick leave has been exhausted.
- B. The contribution on the appropriate form shall be authorized by the employee and continued from year to year until canceled in writing by the employee. Cancellation, on the proper form, may be elected at any time and the employee 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 employee effects cancellation.
- C. Contributions shall be made between July 1 and September 30. Employees returning from extended leave of absence, reassigned employees and new employees may contribute within sixty (60) calendar days upon reassignment or employment.
- D. The annual rate of contribution may be a maximum of the equivalent of one (1) day per year and must be in whole day increments.
- E. 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.
- F. 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.
- G. A three-member approval committee, including two (2) representatives appointed by the president of SAAAAC and one (1) representative appointed by the Superintendent, 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 employee and the Executive Director of Human Resources. 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 or designee.
- H. The Executive Director of Human Resources shall approve these bank grants as being for catastrophic illness and that sick leave is exhausted and forward payment authorization to the Payroll Department.
- I. 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 Executive Director of Human Resources each fiscal year.
- J. If a member does not use all of the time granted from the bank, the unused sick leave bank time shall be returned to the bank.
- K. Any unused time remaining in the sick leave bank on June 30 shall be carried into the next fiscal year.
- L. The Board will sponsor the cost of the sick leave bank but not beyond the amount of time contributed per fiscal year beginning on July 1, except that if a lesser amount is expended the unused portion shall be added to the following year.
- M. SAAAAC shall indemnify and hold harmless the Board regarding any legal claims, actions, or suits relating to SAAAAC's administration, function and operation of the Sick Leave Bank.
- N. On July 1, 2013, the beginning balance of the Sick Leave Bank shall be the equivalent of 200 days.

**9.7 Assault Leave**

A Unit IV employee 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. In this section and in section 4.12, assault is defined as an attempt by a

person to cause or purposely, knowingly or recklessly cause bodily injury to a Unit IV employee; or cause bodily injury to a Unit IV employee with a deadly weapon.

## **ARTICLE 10**

### **VACATION AND ANNUAL LEAVE**

#### **10.1 Rate of Earning**

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

Work Experience with AACPS	Equivalent No. Days Earned per Pay Period	Maximum No. Days Per Year
First 4 years	.5*	The equivalent of 12
5-12 years inclusive	.75*	The equivalent of 18
13th year and each year thereafter	1	The equivalent of 26

1. Leave is earned only on the first two (2) pays of three (3) pay period months.
  2. 12-month School Based Secretaries – Annual Leave shall be earned at the rate of 7 hours (or portion thereof based on years of work experience with AACPS) per pay for pay periods 5-26 and at 5.5 hours (or portion thereof based on years of work experience with AACPS) per pay for pay periods 1-4.
- A. 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.
- B. A twelve-month employee who is separated and is then rehired within five years shall be credited with former experience during which h(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 the equivalent of twenty-two (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

1. 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. Annual leave shall not be taken at the beginning of the school year when teachers return and for the first five (5) school days the students are in session, or at the end of the school year for the last five (5) days the students are in session and until after the teacher's last day without permission of the immediate supervisor.
2. Usage of Annual Leave shall be based on what the employee is earning at the time leave is used.
3. If conflict arises among Unit IV employees regarding the scheduling of ~~for~~ annual leave and the effected individuals cannot come to an agreement on who should have priority, AACPS (county wide) seniority will be used as a last resort to resolve said leave dispute. Staff members are encouraged to come to an agreement on such issue.
  - a) Supervisors will give special consideration to the Unit IV employee who submitted leave first and include but are not limited to the following circumstances:
    - i. Wedding or graduation of the Unit IV employee's immediate family;
    - ii. Attendance at ceremonies where Unit IV employee's immediate family member is receiving an award;
    - iii. Spouse or child is leaving or returning from military service;
    - iv. Closing loans on real estate (Personal Property only);
    - v. Court appearances not covered under Article 11.5 (Court Appearance);
    - vi. Funeral of a close friend or neighbor;
    - vii. Transporting dependent child to and/or from college;



- viii. Moving from or to a residence;
- ix. Coordination of schedules or advance reservations and/or payment are required for vacation rentals, travel arrangements, etc.
- x. Coordination of leave with family and/or spouse.
- b) Seniority may not always be applied in instances when a Unit IV employee consistently requests the same day(s) for annual leave.
- 4. There shall be nothing that prohibits a Unit IV employee from submitting annual leave request up to one year in advance and receiving a response from the applicable immediate supervisor within ten (10) duty days. If approval is granted, it cannot be reversed based on a more senior individual requesting the same day or range of dates.
- B. Probationary Employees  
Probationary Unit IV employees may not use annual leave until they have completed three (3) months of employment.
- C. With supervisor approval Annual Leave may be taken in one-hour increments with a minimum of two (2) hours.

### 10.3 **Accumulation and Carry-Over**

Twelve-month Unit IV employees may carry over annual leave as follows:

<u>Work Experience with A.A.Co. Public Schools</u>	<u>Maximum No. Days Per Year</u>
1-4 years	The equivalent of 36
5-12 years inclusive	The equivalent of 42
13th year and each year thereafter	The equivalent of 50

The deadline for using or losing annual leave is August 31 of each year. These carry-over days are the number of annual leave days that an employee may have to her/his credit as of September 1. Unused annual leave which would be lost because of the limitation on carry-over shall be converted to accumulated sick leave .

## **ARTICLE 11** **OTHER LEAVES**

### 11.1 **Bereavement Leave**

Each Unit IV employee shall be granted the equivalent of four (4) workdays of absence without loss of salary on the death of a spouse, child, stepchild, parent, step-parent, sibling, stepbrother, stepsister, parent-in-law, daughter/son-in-law, grandchild, and grandparent or anyone who has lived regularly in the employee's household.

Each Unit IV employee shall be granted the equivalent of three (3) workdays of absence without loss of salary on the death of an aunt, uncle, niece, nephew, sister-in-law, brother-in-law, and spouse's grandparent.

One of the days must be the day of the funeral or interment. The remaining time may be taken immediately before, immediately after or surrounding the day of the funeral or interment, to meet the needs the circumstances dictate for the Unit IV employee. With approval from the Superintendent or designee, one (1) or more of the allowed days may be used at a time that is not immediately proximate to the date of death for a burial or memorial service that occurs at a later date.

Upon written request from the employee, stating the circumstances which made additional time necessary, the Superintendent may authorize an additional workday.

### 11.2 **Worker's Compensation**

When a Unit IV employee sustains an accidental injury arising out of and during the course of his/her 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 he/she is being paid Worker's Compensation, receive full salary less the amount paid by Worker's Compensation up to but not exceeding sixty (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 sixty (60) day period, the following options shall be available:

- A. He/she may elect to use his/her earned annual leave (vacation), during which period he/she shall receive his/her regular salary plus any amount awarded as temporary total disability payments under Worker's Compensation Law.
- B. He/she may elect to use his/her earned sick leave credits, during which period he/she shall receive his/her regular salary, less the amount paid by Worker's Compensation. This leave shall be charged against the employee's sick leave.
- C. He/she may request a leave of absence and receive only Worker's Compensation. The employee may continue to receive the full benefits of hospital medical insurance, major medical insurance and term life insurance provided the Unit IV employee pays the employee's share of these premiums.
- D. If he/she fails to make a leave election the Board will provide the employee with his/her regular salary by using available accrued sick leave first, less the amount paid by Worker's Compensation followed by using annual leave (if available) until he/she returns to work or until all available leave is exhausted.

### **11.3 Religious Observance**

Upon request, Unit IV employees shall be granted up to the equivalent of two (2) days per school year with pay for day(s) of religious observance holy days where their religion prohibits working, and/or requires worship or an observance that cannot be performed other than during school hours, and the observance is not otherwise provided in the school calendar and difficult or impossible, as verified by the proper religious authorities.

### **11.4 Civil Leave**

While on Maryland jury duty, a Unit IV employee shall be permitted to be absent from assigned duties without loss of pay or charge against leave credits. A Unit IV employee 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 employee may be absent without loss of salary when subpoenaed to appear in a state or federal court, provided the subpoena or summons is not issued (1) in connection with an offense for which the employee is found guilty or (2) in connection with a civil case in which the employee is a party to the action. If the employee is found guilty of an offense and on appeal is found not guilty, the salary will be restored.

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

### **11.6 Leave of Absence Without Pay**

#### **A. Obligation of Board and Employees**

- 1. The Board shall normally grant leaves of absences to permanent Unit IV employees requesting such leave in writing. When the leave is granted the supervisor is obligated for a period of three (3) months to restore the employee to the position he/she left. During this time the supervisor may either leave the position vacant or fill it with a substitute or temporary employee.
- 2. When an employee is granted a leave of absence, for up to three (3) months, her/his immediate supervisor shall be obligated to restore the employee to the position he/she held prior to leave. When the leave granted is for more than three (3) months, the Board obligates itself to offer the Unit IV employee reassignment to the same position or the first available position the employee is qualified to assume.
- 3. 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 or the immediate family, maternity, child care, adoption of a child, or military service. Teacher Assistants who are completing their college degrees at an accredited institution of her/his level may request a leave of absence for study. 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/she 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 Executive Director of Human Resources, who shall take action on the request and notify the employee in writing. Reasonable requests shall be granted.



**C. Adoption Leave**

Upon request to the Executive Director of Human Resources, Unit IV employees may take a temporary leave of absence without pay for up to twelve (12) weeks for the adoption of a child by requesting leave under the provisions of Article 11, the Family Medical Leave Act and related Board policies and procedures. As soon as it has been determined that a Unit IV employee wishes to use adoption leave, the Unit IV employee must request this leave in writing, to the Executive Director of Human Resources normally within thirty (30) days in advance and provide appropriate documentation. Unit IV employees may elect to have continued participation in health benefits by assuming full cost of the premium. If, however, the employee uses FMLA leave, the Board will continue making its contribution to the appropriate health benefits for the duration of the FMLA leave.

**D. 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 he/she has requested and received an extension of the leave by the Executive Director of Human Resources. 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 he/she is able to return to work and must be able to perform the duties assigned to her/him. If the employee has achieved maximum recovery relating to the Leave of Absence but is not physically able to return to work in the same position or first available position as defined under section "a" above, the employee shall receive first consideration for vacant positions for which they qualify and are interested. The employee's leave of absence status may not accumulatively exceed the two (2) year maximum for an approved leave of absence in accordance with the Maryland State Retirement Agency.

**11.7 Family Medical Leave Act (FMLA)**

The Family Medical Leave Act is incorporated into the agreement by reference.

For employee who meet the eligibility criteria set forth in the FMLA statute, requested leave shall be administered consistent with the following:

- A. Eligible employees who are approved for FMLA leave, are entitled to use the leave within a 12-month period. The method used to establish the twelve (12) month period shall be the "twelve-month period measured forward" from the first date an employee takes FMLA leave.
- B. FMLA shall run concurrently with other paid leaves.
- C. FMLA Leave may be used for serious health conditions of those persons covered by "illness in immediate family" as defined in this agreement.
- D. If a Unit IV employee is on Assault Leave or a leave covered by workers' compensation, such leave shall be governed by the explicit provisions of this agreement.
- E. Continuation of employee healthcare benefits will be administered in accordance with the provisions of the FMLA. An employee can elect to pay their share of healthcare premiums during the period of leave or defer their share of the payments until FMLA leave has ended.
- F. Leave taken intermittently or on a reduced leave schedule is not permitted for care of/bonding with a newborn or child.
- G. Upon return from FMLA leave, AACPS shall reassign an employee whose absence was sixty (60) days or less to their original position within their job classification, at their assigned location. Re-assignment to an equivalent position within their job classification and/or an alternative location is permitted only (a) if the original position at the assigned location has been eliminated, or (b) after conferring with the union in other unusual circumstances. Upon return from an absence that exceeds sixty (60) days, the Unit IV employee shall be placed in an equivalent position within their job classification that does not result in a decrease in hourly rate of pay or length of work year.
- H. All paid leave that runs concurrently with FMLA leave shall be considered time worked for purposes of determining seniority.
- I. Employees who have accrued paid leave remaining at the conclusion of FMLA will be permitted to use that leave in accordance with federal, state, and local law, and AACPS leave policies.

**11.8 Job Protected Alternative Leave (JPAL)**

Unit IV employees whose work assignment does not permit them to meet the service hours requirement under FMLA and who have at least one thousand (1,000) hours of service in the 12 months prior to the commencement of their requested leave shall be entitled to Job Protected Alternative leave (JPAL). Said leave shall be administered according to the following:

- A. Eligible employees who are approved for JPAL, are entitled to use 12 weeks of leave within a 12-month period. The method used to establish the twelve (12) month period shall be the "twelve-month period measured forward" from the first date an employee takes JPAL.

- B. JPAL shall run concurrently with other paid leaves.
- C. JPAL may be used for serious health conditions of those persons covered by "illness in immediate family" as defined by this agreement.
- D. If a Unit IV employee is on Assault Leave or a leave covered by workers' compensation, such leave shall be governed by the explicit provisions of this agreement.
- E. Continuation with employee healthcare benefits will be administered in accordance with the provisions of the FMLA. An employee can elect to pay their share of healthcare premiums during the period of leave or defer payments until JPAL has ended.
- F. Intermittent leave may only be taken pursuant to a JPAL-qualifying treatment plan(as documented via a Department of Labor certification form).
- G. Upon return from JPAL, AACPS shall reassign an employee whose absence was sixty (60) days or less to their original position with their job classification, as their assigned location. Re-assignment to an equivalent position within their job classification and/or an alternative location is permitted only (a) if the original position at the assigned location has been eliminated, or (b) after conferring with the union in other unusual circumstances. Upon return from an absence that exceeds sixty (60) days, the Unit IV employee shall be placed in an equivalent position within their job classification that does not result in a decrease in hourly rate of pay or length of work year.
- H. All paid leave that runs concurrently with JPAL shall be considered time worked for purposes of determining seniority.
- I. Employees who have accrued paid leave remaining at the conclusion of JPAL will be permitted to use that leave in accordance with federal, state, and local law, and AACPS leave policies.

#### **11.9 Institutes, Conferences and Conventions**

Unit IV employees 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.

Unit IV employees, as designated by SAAAAC, and with a written request to the Director of Employee Relations or designee, shall be granted up to a maximum of the equivalent of twenty (20) days released time per year without loss of pay 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 Education Association 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.

The written request for leave shall be submitted at least ten (10) working days in advance to the Director of Employee Relations or designee.

#### **11.10 Personal Business**

- A. Each 10-month Unit IV employee shall be entitled to the equivalent of two and a half (2.5) days of personal business leave per year with pay. The request for leave shall be submitted to the principal at least twenty-four (24) hours in advance and the employee shall not be required to state a reason for the leave. If, however, an unforeseen emergency requires absence without twenty-four (24) hours advance notice, the reason for the absence shall be stated and the granting of leave shall be at the principal's discretion. Personal business leave shall not be taken immediately before or immediately after a holiday or weekday when school is closed, nor on an in-service day for teachers or teacher assistants, nor at the beginning or the end of the school year, without the permission of the principal.
- B. The beginning of the school year shall mean the first five (5) duty days for 10-month Unit IV employees; the end of the school year shall mean the last five (5) duty days for 10-month Unit IV employees. A holiday period may not be extended by taking personal business leave at the beginning of the following week when a holiday falls on Friday or at the end of the preceding week when the holiday falls on Monday.
- C. Occasionally a personal business day may have to be taken without twenty-four (24) hours prior notice. Such a day will be subtracted from the personal business days and will be called Emergency Personal Business Days.
- D. On Emergency Personal Business days, employees may be required to furnish evidence of necessity.
- E. Unused personal business leave shall be cumulative up to the equivalent of five (5) days; unused days thereafter shall be converted to cumulative sick leave at the end of the fiscal year.
- F. Unit IV employees biweekly pay statements shall accurately show the number of unused personal business days.

- G. Unit IV employees who transition from twelve-month to a 200-day position may convert the equivalent of two (2) annual leave days to the equivalent of two (2) personal business days.
- H. With supervisor approval Personal Business Leave may be taken in one-hour increments with a minimum of two (2) hours.

**11.11 Association Leave**

Upon request from SAAAAC, one (1) non-probationary Unit IV employee designated by SAAAAC shall be granted a leave of absence (on a full-time basis) with pay and other related benefits for a minimum of one (1) year for the purpose of engaging in Association activities. The salary and fringe benefits for said individual will be paid by AACPS and reimbursement shall be made by the Association to AACPS.

## **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 healthcare plans and other voluntary insurance programs by making full payment of the premiums to the Board by the 25th of each month.

## **ARTICLE 13**

### **HOLIDAYS**

**13.1** The following are paid holidays for 12-month Unit IV employees:

Good Friday	Christmas Eve
Easter Monday	Christmas Day
Memorial Day	New Year's Eve
Independence Day	New Year's Day
Labor Day	Primary and General Election Days
Thanksgiving Day	Dr. Martin Luther King, Jr., Day
Friday after Thanksgiving	
Other days as determined by the Board of Education.	

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. When the Christmas Eve/Christmas Day and New Year's Eve and New Year's Day holidays fall on a weekend, an alternate day will be designated by the Board of Education as the holiday.

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

## **ARTICLE 14**

### **EMPLOYEE BENEFITS**

**14.1 Healthcare**

Employer/Employee premium shares for the CareFirst HMO and the Triple Option Plan shall be as follows:

- Effective on January 1, 2018, the HMO shares will be 94/6.
- Effective on January 1, 2018, the TOP shares will be 89/11.
- Effective on January 1, 2019, the HMO shares will be 92/8.
- Effective on January 1, 2019, the TOP shares will be 87/13.

- Effective on January 1, 2020, the HMO shares will be 90/10.
- Effective on January 1, 2020, the TOP shares will be 85/15.

For the coverages of *Employee & Spouse* or *Employee & Family*, a monthly surcharge will be added to the employee's premium share if the spouse is covered by the AACPS plan and that spouse is eligible for healthcare insurance through his or her own employer. The amounts of the monthly surcharge will be:

- Effective on January 1, 2018, \$30.
- Effective on January 1, 2019, \$50.
- Effective on January 1, 2020, \$70.

*Copayments* will increase effective January 1, 2018 to:

HMO	Primary Care – \$10	Specialist – \$15	Outpatient Facility – \$15
Triple Option	N/A	N/A	Outpatient Facility – \$15

*Out of Pocket Maximums* in the Triple Option Plan for both *Self* and *Family* shall match those that exist in the HMO, as follows:

#### Level II

- Effective on January 1, 2018, Individual - \$1,000 / Family - \$2,000
- Effective on January 1, 2019, Individual - \$2,000 / Family - \$4,000
- Effective on January 1, 2020, Individual - \$2,000 / Family - \$6,000

#### Level III

- Effective on January 1, 2018, Individual - \$2,000 / Family - \$4,000
- Effective on January 1, 2019, Individual - \$2,000 / Family - \$4,000
- Effective on January 1, 2020, Individual - \$2,000 / Family - \$6,000

*Emergency Room Copayments* for both the HMO and the Triple Option Plans shall be as follows:

- Effective on January 1, 2018, \$65
- Effective on January 1, 2019, \$75
- Effective on January 1, 2020, \$85

Healthcare coverage shall expire at the end of the month in which employment ends. Continued coverage shall be offered through August 31 for 10-month employees who provided early notice of resignation by April 1 and continue employment to the end of the work year.

#### **14.2 Insurance Coverage for Authorized Travel**

The Board shall provide insurance coverage for accidental death or dismemberment of Unit IV members while on authorized trips in the performance of their duties as Board employees. Payments shall be made 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

#### **14.3 Term Life Insurance Policy**

- Term Life insurance in the amount of \$50,000 with full cost paid by the Board shall be provided for each Unit IV employee
- An optional term life insurance policy in \$5,000 increments with full premium paid by the Unit IV employee, for the Unit IV employee shall also be provided through payroll deduction if participation by the Board's employee meets the minimum requirements of the carrier.

#### **14.4 Insurance Information**

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



**14.5 Fees/Tuition Reimbursement**

The Board recognizes the need for the professional development of Unit IV employees. Unit IV employees may apply for tuition reimbursement grants to help defray the cost for course work taken to improve his/her skills or to achieve a college degree.

Each year the AACPS shall set aside \$50,000 for tuition reimbursement for Unit IV employees. The following conditions shall apply for reimbursement until the cap is reached:

- A. Graded and non-graded courses for reimbursement must be job-related and have the pre-approval of the Executive Director of Human Resources or designee prior to enrollment.
- B. Each Unit IV employee shall be reimbursed \$125 per semester hour up to a maximum of \$1000 per school year Fall Semester (September) through Summer Semester (August) or \$90 per continuing education units (CEU) course up to a maximum of \$1000 per school year. Courses must be completed while the Unit IV employee is an employee on active service with the Board of Education of Anne Arundel County.
- C. In graded courses, the employee must earn a grade of "C" or better before reimbursement will be approved.
- D. For reimbursement of non-graded courses they must be job-related, evidence of successful completion must be provided to the Executive Director of Human Relations or designee, and the course shall not duplicate content and skills covered in AACPS offered courses.

## **ARTICLE 15** **COMPENSATION**

**15.1 Annual Salaries**

The wages for calculating annual salaries for Unit IV employees covered by this agreement for July 1, 2020- June 30, 2022 (FY2021 – FY2022) are as follows:  
For FY2020

- No step increase(s) for FY21.
- All employees will receive a 3.04% Cost of Living Adjustment (COLA).
- A reopener shall occur each year to determine COLA and step advancement

The annual step advancement for eligible employees on the scale shall be a two-step increment between Step 1 to Step 16. The annual step advancement for eligible employees on the scale shall be a one-step increment between Step 17 to Step 25. An employee's annual step advancement shall occur based upon the employee achieving a satisfactory performance evaluation.

Salary Scales in the appendices are computed based on the following hours:

- |  |                           |
|--|---------------------------|
| • Central Office Secretarial/Clerical Technical  | 1820 hours/1040 hours     |
| • Repair Technicians                             | 2080 hours                |
| • School 12-month Secretarial/Clerical/Technical | 1734 hours/1032 hours     |
| • Teacher Assistants & Permanent Substitutes     | 1241.5 hours/620.75 hours |
| • Technology Support Technicians I and II        | 1337 hours                |
| • Technology Support Technicians III             | 1820 hours                |

Credits earned by teacher assistants and permanent substitutes in Board approved workshops may be utilized toward completion of the requirement for the Teacher Assistant Salary Scale for thirty (30) semester hours.

**15.2 Shift Differential**

- A. A wage differential of \$0.746 per hour shall be paid to all Unit IV employees who are regularly assigned to work on Saturdays, Sundays, and/or holidays.
- B. A wage/shift differential of \$0.769 per hour shall be paid to all Unit IV employees for the hours that he/she works after 3:30 p.m. so long as fifty percent (50%) of his/her work hours take place after this time.
- C. The shift differential will be increased by the same percentage increases (COLA) as applied in future year(s) to Unit IV Salary Scales for the affected fiscal year.

**15.3 Payment Plan**

- A. Clerical, technical, secretarial, permanent substitute and teacher assistant employees shall be paid every two weeks. There shall be twenty-two (22) pay periods per year for ten-month Unit IV employees and twenty-six (26) pay periods per year for twelve (12) month employees. Ten (10) month Unit IV members may opt to have one twenty-sixth (1/26) of their salary paid to the lead bank every two (2) weeks for twelve (12) months each year. Unit IV employees who choose the twenty-six (26) pay option must submit their request to the compensation office between June 1 and July 31. The Unit IV employee may not change that election again for a full year. The selected option will continue from year to year unless changed during a subsequent June 1 to July 31 time period.
- B. The biweekly salary for 12-month Unit IV employees shall be one twenty-sixth (1/26) of the computed annual salary and the biweekly salary of 10-month Unit IV employees shall be one twenty second (1/22) of the annual salary.
- C. Any Unit IV employee, who works before or beyond the contractually established duty year, shall be paid on a per diem basis for these hours. The per diem rate shall be the hourly rate times the number of hours worked.
- D. For ten-month Unit IV employees, one twenty second (1/22) of each employee's salary shall be paid to a lead bank every two (2) weeks for the ten (10) months of employment. For twelve-month Unit IV employees, one twenty-sixth (1/26) of each employee's salary shall be paid to the lead bank every two (2) weeks for the twelve (12) months of employment. The lead bank shall be chosen by the Board. Salary payments shall be calculated two (2) weeks subsequent to the period of earnings. The first payment will be made either the second (2<sup>nd</sup>) or third (3<sup>rd</sup>) week in September. The Board shall, at the bi-weekly pay periods, provide to each Unit IV employee a statement of all monies earned, deductions and reductions made and the net amount deposited in the employee's name with the lead bank.
- E. The lead bank will deposit or transfer the Unit IV employee's pay as directed by that individual. The lead bank may deposit the employee's pay in a charge-free checking account at the lead bank, forward the pay to savings or investment accounts in the lead bank as directed, or transfer the pay to a selected home bank. The employee may stipulate the placement or transfer of funds by written direction.
- F. Unit IV employees hired prior to July 1, 2011, will be provided the 10-month or 12-month pay plan option. All employees hired after July 1, 2011 and all 200-day employees shall be paid on the twenty-six pay schedule.
- G. The Board shall make payroll deduction for payments to a financial institution designated by the Unit IV employee.

#### **15.4 Flexible Spending Accounts**

The Board will make available flexible spending accounts, as provided under Internal Revenue Service regulations, that can be used by Unit IV employees for dependent care and health care costs.

#### **15.5 College Credits Towards Higher Salary**

- A. All Unit IV employees shall have college credits used for initial grade placement at the time of hire.
- B. All Unit IV employees except as noted below in B1, who earn thirty (30) hours of college credit while employed with AACPS will be advanced two (2) steps on the Salary Schedule or five percent (5%) if they are at the maximum step on the Salary Schedule.
  - 1. Teacher Assistants hired at Grade 5 who earn thirty (30) hours of college credit will be advanced to Grade 6. This will apply to credits earned after July 1, 1993. Permanent Substitutes with sixty (60) hours of college credit will be placed on Grade 7 on the Salary Schedule.
- C. All Unit IV employees who earn an additional thirty (30) hours of college credit after July 1, 2013, for a total of sixty (60) hours, will be advanced one (1) step on the Salary Schedule or two and half percent (2.5%) if they are at the maximum step on the Salary Schedule.

#### **15.6 Severance Pay on Retirement**

- A. All permanent Unit IV employees who separate employment (whether by resignation, termination, or retirement) shall be reimbursed for a maximum of the equivalent of fifty (50) annual leave days in accordance with their hourly rate at the time of their separation.

It is the intent of AACPS that employees should not lose leave upon retirement. Accordingly, AACPS and the employee will work collaboratively to ensure leave is used. Unit IV employees should make every effort to use annual leave and principals will make every effort to allow employees to use annual leave subject to the needs of the school.
- B. A Unit IV employee who retires from service with AACPS in accordance with the provisions of the Maryland State Education/Employees Retirement and Pension System shall be paid forty-five dollars (\$45) per day for all unused accumulated sick leave earned in AACPS.
- C. This provision shall also apply to any Unit IV employee who resigns after working fifteen (15) or more years with AACPS.

- D. If a Unit IV employee dies while in service the beneficiary designated with the retirement system shall receive the severance pay of forty-five dollars ( \$45) per day for all unused accumulated sick leave earned in Anne Arundel County.
- E. For the purpose of reporting leave to the Maryland Retirement Systems, all applicable leave shall be converted back to days at the employee's current number of daily hours.
- F. For the purpose of retirement, an audit of converted sick leave, may be requested by a bargaining unit member if the following apply:
  - 1. The Unit IV employee changes job classifications/positions within three (3) years prior to retirement and such change resulted in an increase in the number of hours worked per day; and
  - 2. The Unit IV employee has a sick leave balance equivalent to at least fifty (50) days.
  - 3. The purpose of the audit will be to demonstrate to the Bargaining Unit Member how the conversion from hours to days was determined.

#### **15.7 Special Pay Plan**

When a Unit IV employee retires, or resigns after fifteen (15) years of service to the Board, the employee's separation pay becomes eligible for the Special Pay Plan, a qualified 403(b) Plan. Separation pay shall be issued as follows:

- A. If the total dollar amount of the separation pay is less than \$1,000, separation pay will be received in a lump sum as taxable income.
- B. If the total dollar amount of the separation pay is \$1,000 or more, the full amount of separation pay (qualifying sick leave and annual leave/personal business leave) will be forwarded as an employer contribution to a qualified retirement plan. The employer contribution becomes taxable income only upon the Unit IV employee withdrawing it from the plan. Withdrawals from the Special Pay Plan are not subject to Employment tax (Social Security or Medicare).
- C. The Unit IV employee has the following options concerning their separation:
  - 1. Keep the funds in the Special Pay Plan and invest amongst the choices within the qualified retirement plans.
  - 2. Directly roll all or a portion of the funds from the Special Pay Plan to an individual retirement account (IRA).
  - 3. Directly roll all or a portion of the funds from the Special Pay Plan to another AACPS approved vendor's qualified retirement plan.
  - 4. Request a partial or full distribution in cash taxed in accordance with IRS and state regulations.

#### **15.8 Salary Information**

On an annual basis, the Board will provide Unit IV employees an electronic communication which includes the employee's pay grade, salary step, and hourly rate of pay. Upon a salary enhancement, a Unit IV employee will receive an electronic communication which includes their pay grade, salary schedule step and hourly rate of pay. Electronic communications will be discontinued at which time HR Advantage has the functionality to provide said information to employees.

### **ARTICLE 16** **DURATION OF THE AGREEMENT**

Unless as may be otherwise herein provided, the terms and conditions of this Agreement shall take effect July 1, 2019, and remain in effect through June 30, 2022.

The following Agreement was reached by the undersigned on August 22, 2019, and submitted for ratification to SAAAAC and the Board:

#### **FOR THE BOARD:**

\_\_\_\_\_  
Melisa Rawles, Esq.  
Chief Negotiator

\_\_\_\_\_  
Angie Kennedy-Auth  
Negotiator

#### **FOR SAAAAC:**

\_\_\_\_\_  
Bradley Darjeon, MSEA  
Chief Negotiator

\_\_\_\_\_  
Helen Wilkerson  
President

Following mutual ratification, the parties hereunto set their hands and seals on September 11, 2019.

**ANNE ARUNDEL COUNTY BOARD OF EDUCATION**

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George Arlotto, Ed.D.  
Superintendent of Schools

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Terry Gilleland  
Board President

**SECRETARIES AND ASSISTANTS ASSOCIATION OF ANNE ARUNDEL COUNTY**

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Tammy Zimmerman  
Secretary

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Helen Wilkerson  
President

**INDEX**

AACPS ID Badges .....	12
Absence of Administrator.....	10
Access to Schools .....	6
Administering Medication/Performing Medical Procedures .....	11
Annual Leave, Accumulation and Carry-Over .....	17
Annual Leave, Normal Use .....	16
Annual Leave, Rate of Earning .....	16
Assault Leave .....	15
Association Leave.....	7, 21
Benefits While On Leave.....	21
Bereavement Leave .....	17
Board Meetings .....	7
Breaks .....	11
Bulletin Boards.....	6
Civil Leave .....	18
Code Blue .....	8
Code Red .....	8
College Credits Towards Higher Salary .....	24
Communication from Staff.....	7
Communications - SAAAAC .....	6
Compensatory Time .....	9
Court Appearance .....	18
Definition of Terms .....	3
Discipline.....	9
Dues Check-off.....	7
Duration of the Agreement .....	27
Duty Days.....	7
Emergency Closings .....	8
Employee Lists .....	7
Employee Rights.....	10
Employment Decision .....	9
Evaluation, Procedures .....	14
Exclusivity.....	7
Family Medical Leave Act (FMLA) & Job Protected Alternative Leave (JPAL).....	19
Field Trips .....	12
Flexible Spending Accounts .....	24
Grievance - Definitions .....	4
Grievance - Informal Discussion .....	4
Grievance, Procedural Steps .....	5
Grievance - Purpose.....	4
Grievance - Time Limit for Initiating .....	6
Health and Safety.....	9
Holidays - Paid .....	21
Hours .....	8
Illness in Immediate Family .....	15
Institutes, Conferences and Conventions.....	20
Insurance Coverage for Authorized Travel.....	22
Insurance Information.....	22
Leave of Absence Without Pay .....	18
Management Rights.....	3
Medical Insurance / Healthcare .....	21
Meetings .....	7
MSEA Convention .....	8

New Employees .....	7
Non-Discrimination .....	12
Non-Duty, Non-Paid Lunch Periods .....	8
Notification of Reason .....	10
Notification of Teacher Assistant and Permanent Substitute Assignment .....	13
Overtime .....	9
Payment Plan .....	24
Payroll Deduction for Supplemental Retirement Programs .....	11
Personal Business .....	20
Personal Life .....	10
Personal Property Damage .....	9
Personnel Files .....	11
Placement on Salary Scale .....	14
Posting of Vacancies .....	13
Pregnancy .....	14
Printing Agreement .....	4
Probation – New Hires/Re-employment .....	12
Probation, Promotion .....	14
Professional Development Training .....	11
Qualifications, Promotion .....	13
Reduction in Force .....	10
Religious Observance .....	18
Removal of Counseling Letters .....	11
Renegotiations .....	3
Reopening Negotiations .....	3
Salaries .....	23
Salary Information .....	25
Severance Pay on Retirement .....	25
Shift Differential .....	24
Sick Leave Bank .....	15
Sick Leave, Annual Allowance .....	14
Sick Leave, Limit for Returning Employees .....	15
Sick Leave, Monthly Notification .....	15
Special Pay Plan 403(b) .....	25
Substitute Teacher Pay .....	9
Substitutes .....	8
Successor Negotiations .....	3
Superintendent - SAAAAC Discussion .....	4
Suspension .....	10
Temporary Assignment .....	14
Term Life Insurance Policy .....	22
Transfer, Administrative .....	13
Transfer, Involuntary or Reassignment .....	12
Transfer, Voluntary .....	12
Transporting Students .....	9
Travel Reimbursement .....	9
Tuition Reimbursement .....	23
U.S. Savings Bonds .....	11
Union Recognition .....	3
Worker's Compensation .....	17