Prince George's County, Maryland Board of Education and Association of Classified Employees, American Federation of State, County and Municipal Employees, AFL-CIO, Local 2250 (1981)
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NEGOTIATED CONTRACT

BETWEEN

Board of Education

of

Prince George's County, Maryland

and

ACE/AFSCME, Local 2250, AFL-CIO

for the period

August 1, 1981 through June 30, 1984

X 4/84
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ARTICLE I - PREAMBLE

This agreement is made and entered into by and between the Board of Education of Prince George's County, Maryland, and the Association of Classified Employees, American Federation of State, County and Municipal Employees, AFL-CIO, Local 2250, Incorporated. Provisions of this agreement unless otherwise specified shall become effective August 1, 1981, and shall continue in full force and effect until June 30, 1984.

The Board of Education of Prince George's County is hereinafter referred to as the "Board," and the Association of Classified Employees is hereinafter referred to as the "Union."

The term "employees," when used in this agreement, shall hereinafter refer to all employees of the Board who are contained within the negotiating unit represented by the Union, in accordance with Education Article, Annotated Code, Section 6-501 et. seq.

Nothing in this agreement shall be interpreted as diminishing in any way rights or benefits previously enjoyed by employees covered by this agreement unless expressly stated herein.

In conjunction with each and all of the hereinafter-stated provisions, the Union recognizes that the Board, in accordance with existing laws, must adopt before implementation of same the educational policies of the County and must approve or establish rules, regulations, guidelines and bylaws in accordance therewith, and nothing hereafter mentioned or agreed to shall be so construed as to substitute the legal obligations vested in the Board in accordance with law.

If any provision of this agreement or any application of this agreement to any employee or group of employees is held to be contrary to law or State Board bylaw, then such provision of application will not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions or applications will continue in full force and effect. Nothing in this agreement is intended to deny or abrogate any of the powers or responsibilities of the Board and the Superintendent that have been assigned to them by any Maryland law or regulation of the State Board of Education.

ARTICLE II - RECOGNITION

The Board recognizes the Union as the sole and exclusive bargaining agent for employees included in the established bargaining unit for purposes of representing such employees in the negotiation of salaries, wages, hours and working conditions.

SECTION 1 - Composition of Unit

Members of the unit shall comprise all classified employees of Prince George's County Public Schools with the exceptions of the following:

1. Plant Operation employees.
2. All supervisory personnel in the Maintenance Department at grade 21 or higher.
3. All supervisory personnel in Transportation at grade 21 or higher.
4. All Central Office supervisory personnel at grade 22 or higher.
5. Temporary employees.

6. Those employees in administrative or clerical positions who by the nature of their jobs have access to or assist in the preparation of information relating to negotiations with employee organizations.

7. Those employees employed pursuant to a non-renewable Federal or State grant, the purpose of which grant is for the conduct of a non-renewable project.

8. Those employees in administrative or clerical positions whose employment is for a specific term of years not exceeding that of the duration of the then existing term of the Superintendent of Schools or any Board of Education members to whose direct supervisory control they are responsible.

Subject to the provisions of Education Article, Annotated Code, Section 6-501 et. seq., the Board agrees that the Union shall be the exclusive representative of the classified employees in the unit described above. The Union recognizes that the Board is the legally responsible agency charged with the operation of the public school system in Prince George's County.

SECTION 2 — Agency Shop
All employees employed on and after July 1, 1975, who are eligible for Union membership and who do not elect to join as members, shall have deducted from their payroll checks a “representation fee” as established by the Union in an amount not to exceed membership dues established locally for its members.

An employee who was a member of the Union as of May 8, 1975, but who subsequently discontinues their Union membership, shall be subject to the payment of a representation fee as defined above.

Employees employed as of May 8, 1975, and not members of ACE-AFSCME Local 2250 will ever be required to pay agency shop fees, with the understanding that in the eventuality such employee elects to become a member of the Union subsequent to May 8th, they would thereby subject themselves to the payment of either Union dues or a representation fee in the eventuality they would subsequently discontinue their Union membership and with the further understanding that, if such employees discontinue their employment and subsequently returns as an employee of the Board, they would be subject to the payment of either Union dues or a representation fee.

Provisions of prior legislation separating confidential, supervisory and managerial employees shall apply to the effect that those employees who are either confidential, supervisory or managerial, shall not be made subject to the payment of any agency shop fees, as such employees are presently excluded from the unit represented by the Union pursuant to the recognition clause incorporated in this Agreement.

ARTICLE III — PROHIBITIVE DISCRIMINATION

SECTION 1 — Board
There shall be no discrimination exercised on account of age, race, sex, national origin, color, religion, political affiliation, membership in an employee organization, or non-membership in an employee organization with respect to recruiting and ex-
amination of applicants, the hiring of personnel, or in any personnel actions affecting employees of the Prince George's County Public Schools, including training, promotion, and disciplinary actions. Personnel actions shall be based on merit and fitness. In connection with promotions or reductions in staff, when all other factors being considered are determined to be equal, seniority shall be the determining factor.

SECTION 2 — Union
The Union agrees to represent fully without discrimination, all classified employees in the negotiating unit.

ARTICLE IV — ATTENDANCE AND LEAVE BENEFITS

SECTION 1 — Hours of Work
Hours of work for permanent personnel shall be that as established in the agreed-to-salary schedules.

SECTION 2 — Work Schedule
Work schedules showing the shifts, days and hours for each department shall be posted on all department bulletin boards for the information of the employees.

SECTION 3 — Holidays
Holidays will be observed as set forth in the school calendar. Other days may be granted as holidays when so declared at the discretion of the Superintendent of Schools.

When a holiday falls on a regularly assigned day off for a full-time employee who does not work on a Monday through Friday schedule, such employee will be compensated by appropriate time off during the same pay period. When this is not feasible, such time will be added to his annual leave.

Should an employee be required to work on a day a holiday is observed, he will receive his normal pay plus compensatory time or pay at one and one-half times his regular rate for each hour worked.

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

When a holiday occurs on a day when schools are open, employees in a sufficient number to provide necessary services shall be kept on duty. These employees shall be granted a compensatory day off during the same pay period. When it is not feasible to grant the compensatory day off during the same pay period as the holiday worked, such time will be added to annual leave.

Should an employee be assigned duties on an observed holiday but fail to report without an acceptable reason, he shall forfeit his holiday pay.

To be entitled to receive pay for a holiday, employees must work or be on authorized absence on the workday immediately preceding and on the workday immediately following the holiday.

Part-time employees regularly assigned duties on less than five days per week shall be eligible for only those holidays which fall on one of their regularly scheduled work days.
Ten month and eleven month classified employees are employed for a specific number of days and do not receive compensation for holidays.

SECTION 4 — Annual Leave
Classified employees of the Prince George’s County Public Schools are provided annual leave in accordance with the following regulations:

Each full-time twelve (12) month classified employee of the Prince George’s County Public Schools shall be entitled to annual leave, calculated as follows:

- During the first three years service: 13 days
- Over three years, less than 15 years: 20 days
- Fifteen years service and over: 25 days

Annual leave is earned on the basis of completed months of service in each fiscal year.

Effective July 1, 1976, personnel transferring from a full time ten (10) or eleven (11) month position to a twelve (12) month position in which annual leave is earned will be given service credit on a monthly basis for prior years worked. There will be no retroactive entitlement to accumulated leave for any period worked as a full time ten (10) or eleven (11) month employee. Personnel who transferred prior to July 1, 1976 must submit an application for service credit to the Classified Personnel Office. The date of entitlement for these individuals will be the date of receipt of their application if it is received subsequent to July 1, 1976.

Regular twelve (12) month part-time employees working a minimum of 20 hours per week are authorized 4 work days (scheduled work hours per week divided by 5) of annual leave per year. Such leave is to be earned on a quarterly basis and to be taken only as earned.

Temporary employees do not earn annual leave.

A request for annual leave shall be submitted to the employee’s immediate supervisor on forms designated for the purpose. Leave may be taken only after approval by the appropriate supervisor. Leave may be used only as earned, except that advance leave may be granted an employee who has completed his probationary period up to a maximum of ten days at the discretion of his leave-granting authority. Advance leave in excess of ten (10) days may be granted when necessary due to seasonal fluctuations in the workload of a department. Annual leave shall be taken in advance in accordance with sick leave bank rule “i”. Annual leave is earned but may not be taken during the probationary period.

Leave may be taken in only full-day or half-day increments.

At the end of a fiscal year, annual leave up to the amount an individual earns in one year may only be carried over from that fiscal year to the next. Unused leave in excess of that which an individual can carry over may be converted to sick leave up to a maximum of ten (10) days provided that it was accumulated for reasons beyond the employee’s control and it was not convenient to grant the employee the use of such annual leave. The ten day limitation shall not apply if the excess accumulation above ten days was accumulated as a result of the leave granting authority denying the employee’s request for annual leave.
Holidays to which an individual is entitled which occur during annual leave shall not be charged against such leave.

The following leave policy shall govern the months in which an employee is appointed or separated: One day shall be granted if the employee is on the payroll for more than twenty (20) calendar days and one-half day shall be granted if he is on the payroll from ten (10) to twenty (20) days inclusive. No leave shall be granted for less than ten (10) days service in a month. An employee who is on leave without pay for more than ten (10) days in any calendar month shall not earn annual leave for that month.

At the termination of employment, unused leave shall be paid in full to the terminating employee but not to exceed the annual leave he is eligible to earn in the fiscal year in which he terminated, except that:

1. An employee who fails to report to work for three consecutive work days without authorized leave shall be separated from the payroll and reported as “quit.” An employee who quits is not eligible for re-employment and shall be paid only for unused annual leave in excess of fourteen days. Exceptions to this provision may be made by the Assistant Superintendent for Administration and Personnel.

2. The employee has not satisfactorily completed his probationary period.

An employee shall not accrue annual leave while on any form of leave without pay.

**SECTION 5 — Sick Leave**

Sick leave, with pay, shall be provided for classified employees of the Prince George's County Public Schools as hereafter stated:

All personnel employed on July 1, 1976, and subsequent thereto, shall have sick leave accrued at the rate of one (1) day per month, at the conclusion of each month, of work. Upon completion of five (5) years of continuous employment with the Prince George's County Public Schools, each employee shall have sick leave accrued at the same rate as described below for employees whose employment began prior to July 1, 1976.

An employee whose employment began prior to July 1, 1976 and whose regular work year is ten (10) months shall be entitled to fifteen (15) days of sick leave for proved personal illness each year without loss of pay, the entitlement to which sick leave shall accrue on the basis of one and one-half (1½) days per month, at the conclusion of each month, of work.

Any employee whose employment began prior to July 1, 1976 and whose regularly scheduled work year is more than ten (10) months in any regular work year, shall be entitled to one (1) additional day, per month, of sick leave for each month worked, per schedule, in excess of ten (10) months during such work year.

For purposes of this section, the term “work year” and the term “fiscal year” shall be construed to be synonymous.

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

a. Ten (10) days shall be available at the beginning of the school year for ten month employees, eleven (11) days for eleven month employees and twelve
(12) days will be available as of July 1 of each year for twelve month employees.

b. The remaining five (5) days for employees entitled to same shall be available in one (1) month entitlements, at the beginning of the month to be accrued.

c. Upon the employee's severance, voluntary or involuntary, any such advanced sick leave not properly accrued as of the date of severance, shall be reimbursed by said employee to the Board of Education upon demand.

d. No probationary employee shall have any entitlement to paid sick leave advanced as heretofore set forth.

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

Sick leave may also be authorized for the time necessary to undergo the selective services examination.

Sickness in Family: A member of the Unit with one or more years of service in Prince George's County who does not earn annual leave may use a maximum of five (5) days annually of his accumulated sick leave for serious illness of members of the family residing permanently in the household. The employee will certify in writing that such a serious illness exists. Exceptions to the residence requirement may be made by the Assistant Superintendent for Administration and Personnel.

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

Sick leave will terminate upon expiration of employment and the accumulated balance will be recorded in the employee's permanent file. Accumulated annual leave may be used to extend sick leave.

Absence in excess of cumulative sick and annual leave shall be deducted on a per diem basis.

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

Regular part-time employees are entitled to sick leave in proportion to the time worked. Per diem employees are not entitled to sick leave.

A doctor's certificate as evidence for the necessity of loss of time may be required for absences of three or more consecutive days. A doctor's certificate may also be required for periods of absence of less than three days, if in the opinion of the immediate supervisor the employee is abusing his sick leave privileges. When it is determined that an individual's request for sick leave is not justified, the value of the absent time will be deducted from the employee's pay or accrued annual leave.

The following leave policy shall govern the months in which an employee is appointed or separated: One (1) day of sick leave shall be granted if employee is on the payroll for more than twenty (20) days; one-half (1/2) day shall be granted if he is on
the payroll from ten (10) to twenty (20) days inclusive. No leave shall be granted for less than ten (10) days in any calendar month. An employee who is on leave without pay for more than ten (10) days in any calendar month shall not be granted sick leave for that month.

To receive credit for sick leave an employee is expected to notify his supervisor prior to commencement of working hours that he will not be reporting for work on that day.

A ten (10) month employee who terminated his employment with the Prince George's County Public Schools may have his accumulated sick leave restored if he is re-employed within a fifteen (15) month period.

A twelve (12) month employee who terminated his employment with the Prince George's County Public Schools may have his accumulated sick leave recredited if he is re-employed within a twelve (12) month period.

**SECTION 6 — Employees' Sick Leave Bank**

a. No employee shall be considered eligible for compensation through the Sick Leave Bank unless such employee was on duty or authorized absence the duty day preceding the commencement of disabling illness.

b. All unit members on active duty with the Prince George's County Public Schools are eligible to participate in the Sick Leave Bank. Participation is voluntary, but requires contribution to the bank. Only contributors will be permitted to use the bank for payment for qualifying incapacitating personal illness during regularly scheduled duty days.

c. The Sick Leave Bank will be administered by a three (3) member Approval Committee, appointed by the President of ACE/AFSCME Local 2250 and this Approval Committee shall have the responsibility of receiving requests, verifying the validity of requests, recommending approval or denial of the requests, and communicating its decision to the member and the Department of Personnel.

d. The rules for the Sick Leave Bank will be established by a four (4) member Rules Committee, two (2) members appointed by the President of ACE/AFSCME Local 2250 and two (2) members appointed by the Superintendent of Schools of Prince George's County. It shall be the purpose of this committee to recommend such rules, in addition to those provided for in this Contract, as the Committee considers appropriate for the operation of the Sick Leave Bank. These recommended rules must be approved by the President of ACE/AFSCME Local 2250 and the Superintendent of Schools before said rules take effect. Once approved, the rules will be widely distributed by the Approval Committee.

e. The contribution on the appropriate form will be authorized by the unit member and continued from year to year until cancelled in writing by the unit member. Sick leave properly authorized for contribution to the bank will not be returned if the unit member effects cancellation. Cancellation on the proper form may be effected at any time and the unit member shall not be eligible to use the bank as of the effective cancellation date.
f. Contributions shall be made between July 1 and October 1, except for members returning from extended leave which included the enrollment period and new hires who will be permitted to contribute within thirty (30) calendar days of their reassignment and/or start to work. Unit members returning from extended sick leave or disability leave will be permitted to contribute to the bank only after approval of the Approval Committee.

g. The annual rate of contribution for the 1979-80 school year shall be one (1) day of sick leave. Annual rate of contribution for future years shall be determined by the Rules Committee and announced prior to July 1 of each year.

h. The maximum number of duty days that can be granted in any one fiscal year will be the remaining number of duty days a unit member is scheduled to work. In no case will the granting of leave from the bank cause a unit member to receive more than the total wages that would have been earned in that fiscal year.

i. Members must use all available sick leave and all accumulated annual leave or personal leave entitlements due for the remainder of the fiscal year before qualifying for leave from the bank. Applications for use of the bank shall be made on the required form and submitted to the Approval Committee.

j. The first ninety (90) consecutive calendar days of incapacitating illness or disability occurring during the employee's work year must be covered by the employee's own available sick leave, annual leave, personal leave or leave without pay the first time said employee qualifies for a grant from the bank. For subsequent grants from the bank, the first fifteen (15) calendar days of incapacitating illness or disability must be covered by the employee's own available sick leave, annual leave, personal leave or leave without pay.

k. The Department of Personnel will receive and review the decision of the Approval Committee from the bank. If the grants from the bank are consistent with Prince George's County Board of Education's sick leave policies and the rules of the Sick Leave Bank, the Department of Personnel will approve these bank grants to be paid by the Prince George's County Public Schools to the member and shall forward the bank grants to the appropriate Department for payment. In any case where the decision of the Department of Personnel does not concur with the Approval Committee, the Department of Personnel shall explain the full reason for the difference of opinion.

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

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

n. If the Sick Leave Bank is terminated due to the non-existence of a negotiated contract with ACE-AFSCME Local 2250, or for any other reason, the days remaining in the Sick Leave Bank shall be returned to the then current members of said bank proportionally.
SECTION 7 — Leave for Military Service, Peace Corps, or Domestic Peace Corps

A permanent classified employee who is a member of the National Guard or a Reserve Component of the Armed Forces of the United States shall be allowed military leave with pay, less the amount paid for such duty, not to exceed fifteen (15) days per calendar or fiscal year for active duty for training. Leave granted, whenever possible and unless otherwise authorized, will be at the convenience of the employee's immediate supervisor. Short time emergency call-up leave shall be granted not to exceed ten (10) working days per calendar year. Employees subject to emergency call-up shall receive full pay less the amount paid for such duty, but must furnish a written statement showing dates and amount paid for such duty.

Where the person involved has the option of when to take training and unless it will jeopardize his reserve standing, he will take the fifteen (15) days at such time that it will not interfere with the performance of duties. Exception to the above will require a letter from his immediate military commanding officer and approval by the Assistant Superintendent for Administration and Personnel.

Any employee who is inducted or enlists in any branch of the Armed Forces of the United States shall, upon request, be granted military leave without pay. Upon return from such leave, the employee shall be placed on the same salary scale at the level the employee would have achieved had he remained in the system during the period of absence up to a maximum of three years provided:

1. that he requests restoration within ninety (90) days of receipt of his honorable discharge;
2. that he is physically and mentally capable of performing the work required;
3. that his former position or one of a similar class is available. In the event neither the former position nor one of a similar class is available, the employee will be assigned to a position which the Assistant Superintendent for Administration and Personnel determines he is qualified to fill. The employee's salary will be based on the grade of the position to which assigned, with consideration being given to his previous experience with the Prince George's County Public Schools and his time in service.

Any employee who voluntarily negotiates a contract for service with the Peace Corps or Domestic Peace Corps is subject to the same benefits and provisions allowed to employees granted military leave.

SECTION 8 — Civil Leave

An employee shall be given time off without loss of pay when (1) performing jury duty, (2) when performing brief periods of emergency civilian duty in connection with national defense or (3) for voting in state and national elections.

When an employee is drawn for jury duty, he shall receive full pay provided a written statement is furnished showing time served and expenses received from the court.

SECTION 9 — Court Appearance

A permanent or probationary classified employee shall be entitled to paid leave on any regularly scheduled duty day if subpoenaed as a witness in a court proceeding
where the subpoenaed employee is expected to testify on a matter pertaining to his duties or responsibilities as an employee of the Board.

If a classified employee appears as a witness for the Prince George's County Public Schools with or without a subpoena, no deduction shall be made from salary.

Any witness fees received for a court appearance must be endorsed over to the Prince George's County Public Schools and forwarded to the payroll office.

SECTION 10 — Leave of Absence Without Pay
Leaves of absence without pay for a period of not more than one year may be authorized to permanent classified employees as prescribed in this Article IV or for prolonged illness, needed rest, necessity in the home, improvement of skills pertaining to the particular classification of the employee, public office or political campaign, or any other activity which in the opinion of the Superintendent of Schools will benefit the Prince George's County Public Schools. Requests must be submitted in writing to the Classified Personnel Office for approval at least thirty (30) days in advance of the requested leave date. Exceptions may be granted for emergency situations.

Classified personnel granted leaves of absence in excess of thirty (30) days will have their anniversary date readjusted in accordance with the duration of the leave of absence, except that there will be no change in anniversary date for an individual on a leave of absence for personal illness for two (2) consecutive calendar months.

Employees on approved leave of absence will not accrue annual or sick leave while on leave. Failure of an employee to return to duty upon expiration of his leave of absence shall be considered a resignation.

Upon return to duty, an individual will not necessarily be reinstated to the same position previously held or in the same location, except that in the case of a leave of absence for personal illness not exceeding three (3) consecutive calendar months, whereby an individual will be returned to the same position previously held, provided such position has not been eliminated. In all other cases, an individual who is eligible and physically able to return to work will be assigned as soon after his request is received and when an appropriate vacancy occurs. Such person shall be placed before any new employee is hired in his/her particular classification, provided such person is qualified to fill the open position. An individual requesting a leave of absence for personal illness must submit a supporting statement from the doctor at the time the leave is requested as well as at the time such person desires to return to work.

Members may contribute to the Teachers'/Employees' Retirement System while on leave of absence according to the provisions of the Retirement System.

While on leave of absence, an employee has the option of continuing his Group Hospitalization and Life Insurance. However, employees in this category must make payment for the Prince George's County Public Schools share of the premium plus the employee's share.

SECTION 11 — Time Off Without Pay
Time off for illness or personal emergency for periods up to fifteen (15) days is not
considered as a leave of absence and may be approved by the employee’s leave granting authority. Extension beyond fifteen (15) days must be approved by the Classified Personnel Office.

An employee who has time off without pay for more than ten (10) days in any one calendar month will not earn sick leave or annual leave for that month.

An employee must use available sick, annual, or personal leave as appropriate before receiving time off without pay.

SECTION 12 — Personal Leave
Permanent classified employees, employed on a ten month or eleven month work schedule, shall be authorized three (3) days personal leave per school year. To be entitled to three (3) days personal leave, an employee must be on the payroll prior to November 1 of the school year. An employee who is placed on the payroll between November 1 and December 31 shall be authorized two (2) days personal leave. An employee who is placed on the payroll between January 1 and March 31 is authorized one (1) day personal leave. Personnel employed subsequent to March 31 shall not be authorized personal leave for the current school year. Personnel employed on a per diem basis are not authorized personal leave.

Personal leave is authorized to permit an individual to attend to matters which require absence from work. If it is necessary for an individual to be absent from work for personal reasons and the employee has no personal leave credited, such absence will be deducted from the employee’s pay on a per diem basis.

Personal leave authorized but not used during the school year will be added to accumulated sick leave at the end of the fiscal year provided the total of sick leave will not exceed the amount authorized to be accumulated.

Requests for personal leave must be submitted for all personnel, except school bus drivers, at least one (1) day in advance. School bus drivers will submit requests five (5) days in advance for days immediately before or after the opening or closing of school each summer, holidays, vacation or staff development days and two (2) days in advance for all other days. This requirement will be waived only in the event of a substantiated personal emergency.

SECTION 13 — Pregnancy, Maternity, Paternity or Adoption Leave
1. Pregnancy Leave
For purposes of this section, pregnancy leave shall be defined as that period of time, not exceeding forty-two (42) consecutive calendar days, including the date of childbirth, during which an employee’s regularly assigned position will be held pending her return. Any other leave taken by an employee for reasons of false pregnancy, termination of pregnancy, or any other temporary disability resulting from her pregnancy, shall be treated as any other leave taken for reasons of illness.

An employee entitled to pregnancy leave is to inform the Office of Classified Personnel in writing promptly upon knowledge of her pregnancy.

To the extent that an employee has available sick leave days at the time of the commencement of pregnancy leave, said employee may utilize such sick leave
days. At her option, the employee may utilize accumulated annual or personal leave days. All of such leave shall be treated as any other authorized leaves with pay pursuant to the provisions of this Contract for as long a period of time as such employee shall utilize available sick leave and accumulated annual or personal leave days. Available sick leave days may be utilized prior to the utilization of accumulated annual or personal leave days.

An employee on pregnancy leave shall be considered to be on a leave of absence without pay for personal illness in accordance with Article IV, Section 10, for all days not covered by paid leave.

In the eventuality an employee’s disability continues beyond the period of the pregnancy leave and the employee is not entitled to any paid leave, the employee may apply for and receive a status of authorized leave without pay pursuant to the provisions of Article IV, Section 10, not to exceed the duration of the disability.

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

In order for an employee to be entitled to maternity leave, said employee shall be required to inform her appropriate supervisor as soon as she has definite knowledge of pregnancy. Said employee and her supervisor shall jointly determine the approximate date of the commencement of this leave. When that date has been established, the Classified Personnel Office shall certify the leave. The employee shall write to the Classified Personnel Office thirty (30) days prior to the time she wishes to return from maternity leave or the expiration of the maternity leave.

3. Paternity Leave
A classified employee expecting to become a father may apply for and receive a paternity leave without pay for a period not to exceed twelve (12) months, commencing with the date of the birth of the child. An employee entitled to paternity leave is to submit a request for such leave, in writing, to the Office of Classified Personnel at least thirty (30) days prior to the commencement date of the desired leave. In the event of an emergency, the thirty (30) day notification may be waived.

4. Adoption Leave
A classified employee in the case of the adoption of a child may apply for and receive an adoption leave without pay for a period not to exceed a total of twelve (12) months, commencing with the time the adoption agency requires the employee to cease active duty or the day of the adoption, whichever shall first occur. An employee entitled to adoption leave is to submit a request for such leave,
in writing, to the Office of Classified Personnel at least thirty (30) days prior to the commencement date of the desired leave. In the event of an emergency, the thirty (30) day notification may be waived.

SECTION 14 — Leave for Death
On the death of a child, parent, parent-in-law, grandchild, brother, sister, husband, wife, legal guardian, or anyone who was residing in the household of a permanent employee immediately preceding death, such employee shall be allowed up to four (4) consecutive work days of absence without loss of salary. One of the four consecutive days must be the day of the funeral or interment. Proof of death may be required if, in the opinion of the immediate supervisor, the employee has abused the privilege.

A classified employee may be authorized one day off from work without loss of pay to attend the funeral of a grandparent. The employee will be required to submit to his immediate supervisor a written statement specifying the date of the funeral.

SECTION 15 — Workmen’s Compensation and Disability Leave
All Prince George’s County Public School employees are covered by the State Workmen’s Compensation Act which provides for the payment of reasonable medical cost resulting from an accident incurred during the course of work. In addition, should the injured employee lose time from work due to an on-the-job injury, he may under the present coverage apply for Workmen’s Compensation pay for lost time beginning with the fourth day of absence after the injury.

A permanent or probationary employee of the Prince George’s County Public Schools who is temporarily disabled in line of duty shall receive full pay for the period of his disability up to ninety (90) working days without charge against his annual or sick leave beginning with the first day of disability, subject to the following conditions:

A. Provided that the disability resulted from an injury or illness sustained directly in the performance of the employee’s work, as provided in the State Workmen’s Compensation Act.

B. If incapacitated for his regular employment, the employee may be given other duties within the Prince George’s County Public Schools for the period of recuperation. Unwillingness to accept such an assignment will make the employee ineligible for disability leave during the time involved.

C. The Prince George’s County Public Schools may select a physician to determine the physical ability of the employee to continue working or to return to work.

D. Disability leave shall not exceed ninety (90) working days beginning with the date of injury for any one injury.

E. Payment of Disability Leave is contingent upon the assignment of Workmen’s Compensation checks for the first ninety (90) day period to the Prince George’s County Public Schools as payee. Workmen’s Compensation checks name the employee and the Prince George’s County Public Schools as payee. Upon receipt, the employee must endorse the check and return it to the Employee Services Office of the Prince George’s County Public Schools. Upon the termination of Disability Leave, Workmen’s Compensation checks, if still received, will be en-
dorsed and forwarded to the employee for his retention.

F. A temporary employee who is disabled in line of duty shall not receive disability leave but shall be paid in accordance with the provisions of the State Workmen’s Compensation Act.

G. Abuse of disability leave may be considered grounds for disciplinary action, including dismissal.

It is important that an employee report every injury to his supervisor no matter how small it seems. Even the slightest injury can develop into a disability or a loss of time case. Failure to report an injury could possibly cause an individual to forfeit his rights on a later claim for compensation or medical expense.

All injuries sustained by employees while on duty must be reported by the employee and his/her immediate supervisor on the form, “Initial Report of Injury.” This form is available at all school and administrative offices. When completed, the form must be forwarded to the Employee Services Office of the Prince George’s County Public Schools.

In the course of a claim for Workmen’s Compensation, other forms will be provided to injured employees from other agencies to complete. It is essential that these forms be completed and returned expeditiously.

Of importance to employees is the fact that the money received from Workmen’s Compensation is exempt from tax and may be so claimed when filing federal tax returns. In addition, an employee may be eligible for adjustments to income for disability pay received.

The responsibility to insure that an employee does not abuse disability leave is vested in the employee’s department head/principal.

Disability leave is reported on the attendance register by recording “Disability Leave” and the applicable dates in the remarks column. No other entries are required.

SECTION 16 — Disposition of Unused Leave Upon Retirement
Upon retirement after twelve years of service in Prince George’s County, a classified employee shall receive payment for three-tenths of his unused sick leave, not to exceed full pay for up to a maximum of 60 days for ten-month employees, 66 days for eleven-month employees, 72 days for twelve-month employees, or for 25 days of accumulated annual leave, whichever is greater. A person retiring on disability would be eligible for such payment after five years of service in Prince George’s County. An individual would be eligible to receive such reimbursement only once during his period of employment in Prince George’s County. This payment would be based upon the salary of the final year of employment.

SECTION 17 — Provision for Future Leave Benefits
Any improvements to annual, personal, or sick leave, granted to other employees represented by either of the other two employee organizations, which are granted as the result of negotiations with them on any agreement to become effective prior to July 1, 1984, will be granted to the employees covered by this agreement on the same effective date, unless the improvements were granted in consideration of a reduction in an existing leave benefit, in which case the Union would be afforded the
option of deciding whether the employees represented by them would be covered by the new leave benefit, including the related reduction, or being excluded from both the new benefit and the related reduction in existing leave benefit.

ARTICLE V — INSURANCE BENEFITS

SECTION 1 — Hospitalization Surgical-Medical Insurance and Major Medical Insurance

A. The Board will pay 70% of the cost of the premium of the Preferred Hospitalization, Extended Surgical-Medical Insurance and Major Medical Insurance for all employees employed as of June 30, 1978.

B. For all employees that begin service after July 1, 1978, the Board shall pay 50% for the first four years of employment, 60% for the next four years of employment, and 70% thereafter of the cost of Hospitalization Surgical-Medical Insurance and Major Medical Insurance.

SECTION 2 — Life Insurance

All classified employees shall be provided with free term life insurance. The amount of an individual's insurance will be two (2) times the annual salary rounded to the next lowest one thousand dollars ($1,000).

SECTION 3 — Optical Care Insurance

The Board will pay 70% of the cost of the premium for all classified personnel employed as of June 30, 1979. For all classified personnel employed on or after July 1, 1979, the Board will pay 50% for the first four years of employment, 60% for the next four years of employment and 70% thereafter.

SECTION 4 — Prescription Insurance

The Board will pay 70% of the cost of the premium for all classified personnel employed as of June 30, 1979. For all classified personnel employed on or after July 1, 1979, the Board will pay 50% for the first four years of employment, 60% for the next four years of employment and 70% thereafter.

SECTION 5 — Dental Care Insurance

Those savings effectuated through Section 1, B. will be used by the Board to help defray the Board's cost for providing a dental care insurance plan equivalent to the current Maryland Blue Cross-Blue Shield's plan Levels I, II and Rider A full payment ($25 individual and $50 family deductible) effective July 1, 1978. The Board will pay 70% of the cost of the premium for all classified employees employed as of June 30, 1978. For all classified employees employed on and after July 1, 1978, the Board shall pay 50% for the first four years of employment, 60% for the next four years of employment, and 70% thereafter.

SECTION 6 — Classified Employees' Insurance Commission

The Board will establish a Classified Employees' Insurance Commission which will include equal representation for the Union. The function of this commission will be to study and make appropriate recommendations to the negotiating teams relative to improvements in employee insurance benefits and retirement programs.
SECTION 7 — Provision for Future Insurance Benefits
Any improvements to the insurance benefits identified in Article V of this agreement, or any new insurance benefits granted to other employees represented by either of the other two employee organizations, which are granted as the result of negotiations with them on any agreements to become effective prior to July 1, 1984, will be granted to employees covered by this agreement on the same effective date, unless funding of the new benefits is to be achieved in whole, or in part, through savings projected to be realized by the Board, as a result of a reduction (s) in existing benefits, in which case the Union would be afforded the option of deciding whether the employees represented by them would be covered by the new benefit, including the related reduction in existing program (s), or being excluded from both the new benefit and the related reduction in existing program (s).

ARTICLE VI — UNION RIGHTS

SECTION 1 — Union Business
Employees elected to any Union office or selected by the Union to do work which takes them from their employment with the Board shall at the written request of the Union be granted a leave of absence without pay not to exceed two (2) years. Such leave may be renewed or extended for a similar period of time by mutual agreement. Duly authorized representatives of the Union shall be permitted to transact official business on school property at reasonable times provided that this shall not interfere with or interrupt the normal work schedule of the employee or prevent the person from satisfactorily performing his responsibilities. Union officials shall check in at school or department office prior to contacting any employees.

SECTION 2 — Steward Elections
When the Union conducts an election for steward, members of the Union eligible to vote will be excused from duty long enough to cast their vote provided the election is held on the premises where the employee is assigned to report to work on a daily basis. A reasonable number of officials needed by the Union to supervise the voting will be excused from duty during the time required for voting.

SECTION 3 — Calendar Committee
A representative selected by the Union shall serve on the Prince George's County Public Schools calendar committee.

SECTION 4 — Interschool Mail
The Union shall be authorized to use the interschool mail facility to distribute official Union material, so long that such does not interfere with the normal requirements of school business.

SECTION 5 — Bulletin Board Space
The Board will provide space for Local 2250 on Bulletin Boards in areas which are readily accessible to its members.

SECTION 6 — Notices to the Union
The Union shall receive the Board packet generally available for public inspection
prior to each public Board meeting and a copy of the official Board minutes after approval of the Board.

The Union shall be provided a copy of the Superintendent's proposed and the Board of Education's proposed and approved budgets.

SECTION 7 — Employee List
The Union shall be supplied with an up-to-date list of all classified employees represented by the Union. Such a list shall be supplied to the Union on October 1 and March 1 of each year and shall include name, social security number, job classification, place of employment and hiring date.

SECTION 8 — Use of School Facilities
The Union shall have the right to use school buildings and school facilities for meetings, without cost to the Union except for necessary custodial fees, provided such use shall be by prior arrangement, and does not interfere with normal school operation.

SECTION 9 — Agreement Copies
Copies of this agreement shall be reprinted and distributed by the Board to all employees covered by this agreement. Cost of reproduction of copies will be shared by the Union and the Board.

SECTION 10 — Dues Deductions
The Board agrees to deduct from employees' salary checks the amount of the Union membership dues for employees authorizing such deduction. Deduction shall be made on a bi-weekly basis, with dues to be withheld in accordance with amounts certified to the Board by the Union, based upon the established dues schedule. The Board agrees to remit a check bi-weekly to the Union for the total amount of dues deducted for that period. Deduction authorization, to be accepted by the Board, shall be authorized on the form and according to regulations as shown on the Authorization Card on pages 19 & 20.

In addition to payroll deduction of union membership dues, the Board will provide that, whenever properly authorized in writing, the payroll deductions listed below will be made:

1. Educational Systems Employees Federal Credit Union
2. Tax sheltered annuities
3. Employee group insurance
4. U.S. Savings Bonds
5. United Givers Fund
6. Educators Insurance
7. Voluntary political contributions

SECTION 11 — Organization Involvement Leave
When the need arises, officers, stewards and members designated by approval of the
Board of Directors of ACE-AFSCME, Local 2250 may attend essential local, state and national meetings with no loss of pay or personal or annual leave. A total of 400 hours, aggregate and cumulative for all employees, shall be allowed for this purpose in any school year, of which number, 200 unused leave hours may be deferred for actual use until the next school year. The Board shall be reimbursed by ACE-AFSCME, Local 2250 for the cost of any substitutes used on a full or half-day basis, if in fact they are so engaged.

Application for such leave shall be made in writing to the Assistant Superintendent for Administration and Personnel as far in advance as practicable and ordinarily at least forty-eight (48) hours in advance. ACE-AFSCME, Local 2250 and its officers recognize and agree that this privilege should not be abused.

Generally, no more than one person from any work location may be authorized leave at the same time under the provision of this section. Exception may be granted by the Assistant Superintendent for Administration and Personnel.
ACE – AFSCME – AFL-CIO
Association of Classified Employees —
American Federation of State, County and Municipal Employees, AFL-CIO, Local 2250, Inc.
8008 Marlboro Pike, Forestville, Maryland 20747, Phone: 736-2703

AUTHORIZATION CARD

NAME _______________________________________________________________ DATE _______________________________

ADDRESS ________________________________________________________ CITY _________________________ ZIP CODE ________

SOCIAL SECURITY NUMBER ______________________________________________ PHONE NUMBER ______________

PLACE OF WORK ___________________________________________________________________________ JOB TITLE ________

TO: BOARD OF EDUCATION OF PRINCE GEORGE'S COUNTY

I, the undersigned, hereby apply for membership in and designate the American Federation of State, County and Municipal Employees, AFL-CIO as my duly chosen and authorized representative on matters relating to my wages, hours and conditions of employment in order to promote and protect my economic welfare. Please consider this your authority to deduct from salary or wages earned by me an amount certified by the union as my regular required current monthly, semi-monthly, weekly, or bi-weekly dues. The amount deducted shall be paid to the Council or Local Union Treasurer, AFSCME, as you may be directed. This authorization shall remain in effect unless you receive written notice to rescind between August 15 and September 15 of any year.

☐ I AM EMPLOYEED TWENTY (20) HOURS OR LESS PER WEEK

Signature __________________________________________________________ ♠ INCLUDES MSESC
PUT IN YOUR "PONY" MAIL

ACE-AFSCME
LOCAL 2250 AFL-CIO
8008 Marlboro Pike
Forestville, Maryland 20747
SECTION 1 — Disciplinary Action
The Board shall reprimand, discipline or terminate an employee for cause in a fair, impartial private manner if feasible so as to avoid embarrassment to the employee.

SECTION 2 — Announcements of Job Opportunities
Job opportunity announcements will contain instructions to supervisors that such announcements should be posted in areas accessible to all unit members assigned to that work location, i.e., office, staff lounge, cafeteria.

Reasonable effort will be made to publicize information on allocation of summer positions as early as possible.

SECTION 3 — Work Performed Outside of Classification
An employee detailed to duty outside his regular classification for more than thirty (30) consecutive working days will be compensated at the appropriate rate for the period of detail beyond the thirty (30) days.

SECTION 4 — Salary Notification
The Board shall provide each ten (10) month employee with a notification of the employee’s salary and any anticipated change of assignment for the coming school year. Such notification shall be provided at the earliest practical date, but normally by August 1 preceding the opening of the school year.

SECTION 5 — Employee Evaluation
The Board shall provide each employee with a copy of the annual employee evaluation.

Within five (5) days from date of evaluation, an employee may request a conference with the person who evaluated him and the next line official to discuss any comments with which there is disagreement.

Any employee who continues to disagree with his evaluation may submit a rebuttal in writing which shall be sent to the Director of Classified Personnel and made a part of his personnel record.

SECTION 6 — Pay Periods
Twelve (12) month employees shall be paid on a twenty-six (26) pay period schedule, and ten (10) month employees shall be paid on a twenty-two (22) pay period schedule. Pay checks will be given to all classified employees in sealed envelopes. Insofar as possible, pay checks will be given to employees prior to quitting time on paydays.

SECTION 7 — Pay Procedures for Ten Month Employees
For the convenience of those classified employees who are employed on or before the opening day of school each year, and at the specific request of their duly designated and recognized employee organization, each paycheck for ten month employees will represent 1/22 of their hourly rate times scheduled number of work
hours per day times number of scheduled work days for the school year, as shown on pay tables for classified employees, or appropriate fraction thereof depending on date of hire or termination; providing, however, that in the event of a change in the employee's rate of pay or a change in the number of work hours per day the appropriate adjustments will be made prior to the end of the fiscal year and provided further, that in the event of the severance of a classified employee, irrespective of cause, the Board shall readjust each employee's wages on the basis of actual hours worked, in which event the Board and/or the employee shall reimburse the other, immediately upon demand, of any monies otherwise overpaid and/or underpaid.

All other employees shall be paid on their regular hourly basis.

SECTION 8 — Classified Employee Regulations
A permanent copy of the Classified Regulations and a copy of this negotiated agreement shall be provided each separate department in the schools, the central office, and the maintenance shop.

SECTION 9 — Overtime
An employee called to work outside his regular work day shall be paid for a minimum of two hours at the rate of time and one-half, so long as such time is not an extension of his regular work day or extending the beginning or ending time of the shift. If overtime comes at the beginning or end of a regular shift when the employee would normally work, he will be paid only for the actual time worked.

Overtime shall be distributed equally to employees working within the same job location or school, and who are qualified, and who are within the geographical area. Overtime is defined as work performed in excess of the normal work week. Overtime will be authorized only when it is the most practical and economical procedure for the accomplishment of essential work.

Compensation for overtime work may be in the form of wages or as compensatory time off; compensatory time off must be of equivalent value to such wages. Compensation will be in the form of compensatory time off unless otherwise authorized by the Superintendent or his designated representative.

All work up to forty (40) hours will be compensated for at the regular hourly rate. Work in excess of forty (40) hours will be compensated for at one and one-half the regular hourly rate. Work in excess of forty (40) hours performed on Sunday will be compensated for at twice the regular rate.

When work in excess of forty (40) hours a week is compensated for by the granting of compensatory time off at one and one-half times the hours worked and/or twice the hours worked, such time off must be taken during the same pay period as the overtime worked. When this is not feasible, compensation must be in wages.

School cafeteria employees will usually be compensated in wages at one and one-half times their regular hourly wage for all work performed outside of the regular school day.

SECTION 10 — Mileage for Official Board of Education Business
Any employee using a car to conduct authorized and required Board of Education
business shall receive mileage compensation at the rate as established by the Federal Government for the Washington area. Such rate changes as are effected during the fiscal year shall be implemented at the beginning of the month immediately following the rate increase.

Authorized business travel for reimbursement purposes is defined as any travel directed by a principal or department head, such as making bank deposits, transporting an ill child home, etc. Employees who are required to report to work locations other than their regular assigned work locations will be paid mileage reimbursement for those miles which are in excess of their normal daily commuting mileage.

Vision and Hearing Technicians who are regularly required to travel between schools shall be assigned a school for the basis of computing mileage. The base school for mileage purposes shall be the school closest to the employee’s home to which the employee is regularly assigned. Insofar as practicable, employees shall be assigned to schools within a cluster and the cluster shall be the one closest to the employee’s home.

The number of miles this school is located from the employee’s home shall be considered commuting mileage. Mileage reported for reimbursement each day shall be the number of miles driven during the day minus twice the distance from home to the designated base school. The normal trip between home and the designated school shall be deducted from the daily mileage whether the employee goes to the designated school that day or not. It is understood that some of this payment may be taxable income.

SECTION 11 — Seniority
Seniority means a regular permanent employee’s length of continuous service in a grade within a class series. An employee’s seniority date will be most recent date of appointment in a grade within a class series.

SECTION 12 — Promotion
The term “promotion” means the advancement of an employee to a higher grade vacant position.

The Classified Personnel Office will publicize the hereafter stated positions by publishing an Employment Opportunity Notice which is to be posted in all schools or other offices:

- Pay Table 200 — Grade 19 and above
- Pay Table 400 — Grade 15
- Pay Table 500 — Grade 7 and above
- Pay Table 600 — Grade 6 and above
- Pay Table 700 — Grade 17 and above

The Board will include on each Employment Opportunity Notice the minimum qualifications to be eligible for consideration.

Additionally, once each year the Classified Personnel Office will distribute to each school and department promotion/transfer applications in sufficient quantity to pro-
vide one for each unit member assigned thereto. Employees desiring to be considered for a promotion or a transfer should complete the application and forward it to the Classified Personnel Office. The Classified Personnel Office will acknowledge receipt of the application, if requested. If it is determined that an individual does not meet the minimum qualifications for promotion, he will be so advised.

The Board will maintain a file of qualified applicants for promotion.

An employee may apply for a promotion at any time.

The applications of qualified applicants for a vacant position will be provided by the Classified Personnel Office to the appropriate supervisor who must interview the three most senior of the applicants referred to him. In addition, he may interview such other applicants as he desires from among those referred to him. Employees interviewed for promotion/transfer but not selected will be so notified in writing.

When an employee is promoted or his position reclassified upward two grades or more on the same salary scale, he shall be placed on the appropriate grade at that step which approximates a two step increase in his/her former pay. When the promotion or reclassification is less than two grades, he shall be placed on the next higher grade at the step which approximates a one step increase in his/her former pay. The salary cannot be higher than the maximum for his new salary range.

SECTION 13 — Voluntary Transfers
When there is a vacancy to be filled, first consideration will be given to present employees who have a current Transfer/Promotion Request Card on file in the Classified Personnel Office for such a position.

SECTION 14 — Reductions in Force
Definition: A reduction in force is the termination of employment of one or more employees when it is necessary to reduce the number of employees. The following are not reduction-in-force actions and are not covered by these regulations:

a. Separations other than for the purpose of reducing the number of employees.

b. Terminations of temporary appointments.

c. The return of an employee to his former position after temporary promotion.

Procedures: When it becomes necessary to reduce employees in a department or school because of lack of funds or other cause, the following procedures shall apply:

a. Temporary and Probationary Employees: All temporary and probationary employees in the affected classification shall be separated before any permanent employees are reduced.

b. Permanent Employees: The reduction of permanent employees shall be on the basis of the following three factors:

(1) length of service in a class and grade;

(2) length of service with the Prince George's County Public Schools;

(3) where length of service in class and grade is equal, skill, ability and efficiency may be taken into consideration by the Board in determining reductions in force.
c. **Bumping:** If a permanent employee is scheduled to be laid off, he shall be offered a transfer or demotion to a lower class if he has preference over an employee in that class in accordance with paragraph b. of this section and is qualified for the position occupied by the employee over whom he has preference.

d. **Recall:** Permanent employees shall be recalled from layoff in the reverse order in which they have been laid off in accordance with the procedure set forth above for reduction in force. An individual will retain recall rights for a period of two years. If at any time during this period he declines an offer of recall he shall forfeit all recall rights. During a period of layoff no individual will be hired to fill a position of the grade and qualification of an individual on layoff unless such person declines the recall. An individual who is offered recall must indicate within seventy-two hours whether or not he accepts the position offered and must be available for return to work within thirty days.

Upon recall employees will have the same entitlement to sick and annual leave as they had at the time of termination.

In the eventuality an employee is recalled within two months of their normal work year, there would not be an adjustment to their anniversary date.

**SECTION 15 — Contracting Out**
During the pendency of this agreement, no permanent employee employed prior to July 1, 1979 will lose employment or be reduced in wages by virtue of his position having been severed due to services being provided by an outside contractor, provided that such employee will accept temporary assignment to a position of the same or lower grade until such time as he/she is offered a permanent assignment at the original grade and pay.

**SECTION 16 — Use of Substitutes**
A substitute will not be used to fill an authorized position in excess of ninety (90) working days except (1) when a qualified individual is not available to fill a position on a permanent basis or (2) where necessary to hold a position for a person on an approved leave of absence.

**SECTION 17 — Cafeteria Employees**
1. The Board will conduct a study to determine the desirability of establishing positions for head cooks and bakers and make appropriate recommendations to the Superintendent of Schools.

2. The specific duties and responsibilities of the custodial personnel as related to the kitchen and cafeteria area shall be made known in writing to the cafeteria manager of each school.

3. Cafeteria employees designated the responsibilities of operating a satellite lunch program serving 100 to 200 daily lunches will be paid their regular salary plus 3%, and those serving over 200 will be paid their regular salary plus 5%.

4. Cafeteria assistants who are required to attend summer workshops will be paid at their regular hourly rate of pay.
5. In addition to being paid their regular salary, cafeteria managers responsible for serving breakfast shall receive annually on June 1st, or the first regular payroll date thereafter, an additional payment as follows: $50.00 if the average daily breakfast participation during that school year was up to twenty-five pupils; $100.00 if more than twenty five but not more than seventy five; $150.00 if more than seventy five but not more than one hundred; and $200.00 if such daily breakfast participation, as averaged for said school year, exceeded more than one hundred pupils.

6. In addition to being paid their regular salary, cafeteria managers responsible for preparing satellite lunches shall receive annually on June 1st, or the first regular payroll date thereafter, an additional payment as follows: $75.00 if the average daily satellite lunch preparation during that school year was more than twenty five but not more than one hundred; $150.00 if more than one hundred but not more than one hundred and fifty; $225.00 if more than one hundred and fifty but not more than two hundred; and $300.00 if such daily satellite lunch preparation, as averaged for said school year, exceeded more than two hundred lunches.

7. If necessary, reduction in the hours of cafeteria employees due to reduced participation shall be made no more than twice during a school year. The first adjustment, if necessary, shall be made based on the average participation for the months of September and October. The second adjustment, if necessary, shall be based on average participation through January.

8. Involuntary transfer of cafeteria employees will be accomplished on a seniority basis.

SECTION 18 — Central Garage
1. Trades helpers and garagemen will be assigned to all shifts.
2. Budgeted mechanic positions will not be filled with garagemen or trades helpers.
3. All work done by trades helpers will be supervised by a foreman or mechanic.
4. Road calls will be assigned to personnel who have displayed the proper aptitude and ability for this type of assignment.
5. The equivalent of sixteen hours of in-service training will be provided each school year.
6. When stolen tools are replaced in accordance with current procedures, the replacement will be of equal quality to the tools stolen up to the quality which is the standard for the trade.
7. The working day of full-time central garage personnel shall be scheduled so as to permit a thirty-minute duty free lunch period.
8. Full-time central garage personnel are entitled to a ten-minute morning break to be scheduled by the supervisor.
9. Union representatives shall meet semi-annually with the Automotive Maintenance Officer to discuss matters of mutual concern.
10. Consistent with safety, feasibility and budget limitations efforts will be made to provide heat in an appropriate location on bus lots.
SECTION 19 — Central Office Personnel
1. The Board shall provide parking spaces within a reasonable walking distance for all central office classified employees.
2. The Board shall provide soft drink, potato chip and cracker machines for all central office buildings.
3. The Board shall provide tuition reimbursement in accordance with established guidelines for any job-related courses taken and successfully completed.
4. The equivalent of one day of in-service training will be provided each school year.
5. In the event of hazardous temperatures or environmental conditions, the Assistant Superintendent for Administration and Personnel may close an office at his discretion.
6. There will be a liberal leave policy in effect for central office personnel when schools are closed due to inclement weather.

SECTION 20 — Health Aides and Vision-Hearing Technicians
1. If re-assignment or transfer of employees should be required, the Board will give as much advance notice as possible of such anticipated re-assignment.
2. The Board shall provide a separate telephone for the health aides in the elementary schools.
3. The working day of full-time health aides shall be scheduled so as to permit a thirty-minute duty free lunch period.
4. Health aides shall not be required to work beyond the regular work week without compensation in wages or compensatory time.
5. The Board shall install air conditioners in Health rooms in accordance with need and availability of funds.
6. Full-time health aides and vision-hearing technicians are entitled to a ten-minute morning break to be scheduled by the supervisor.
7. Recertification training in CPR for health aides will be conducted within the prescribed number of working days where feasible. When the Board conducts such recertification training outside of the regular work period, compensatory time off will be granted.

SECTION 21 — Instructional Aides
1. Instructional aides are entitled to receive instruction from the teachers with whom they work on at least a weekly basis.
2. The Board shall reimburse teacher aides for tuition costs up to the amount of twenty dollars ($20.00) per credit hour for approved job-related courses successfully completed, when approved in advance and within limitation of funds budgeted.
3. When a reduction in force is necessary, all instructional aides regularly employed by the Board shall be deemed of one class and the provisions of Section 13 shall apply, unless an aide who is the subject of such provision has specialized training, such as an aide interpreter or similar type of special education aide, in which...
event the Director of Classified Personnel may establish a separate class for persons of such extraordinary qualifications.

4. The equivalent of one day of in-service training will be provided each school year.

5. The working day of full-time instructional aides shall be scheduled so as to permit a thirty-minute duty free lunch period.

6. Full-time instructional aide personnel are entitled to a ten-minute morning break to be scheduled by the supervisor.

7. Personnel presently employed as aides will receive their regular hourly rate of pay for work performed as an aide in the summer school program.

8. Involuntary transfer of instructional aides will be on a seniority basis within each program or area of specialization.

9. When special education students in a specific program are transferred to a different school or center for summer school, special education aides of that school will be augmented by special education aides from the feeder schools on a seniority basis, provided they possess the qualifications appropriate to the program and additional vacant positions are available.

SECTION 22 — Maintenance Department

1. The Union representatives shall meet quarterly with the Supervisor of Maintenance to discuss matters of mutual concern.

2. When stolen tools are replaced in accordance with current procedures, the replacement will be of equal quality to the tools stolen up to the quality which is the standard for the trade.

3. The Board will study the training requirements for maintenance department personnel to determine if additional training programs are needed, such as more in-service, workshops, specific course offerings incorporated into the adult education program and apprenticeship type training experience.

4. The working day of full-time maintenance personnel shall be scheduled so as to permit a thirty-minute duty free lunch period.

5. Full-time maintenance personnel are entitled to a ten-minute morning break to be scheduled by the supervisor.

6. In so far as practicable, uniform evaluation procedures will be followed.

SECTION 23 — School Clerical Employees

1. Involuntary transfers due to school closings or declining enrollment will be made to available positions on the basis of seniority in class and grade.

2. School clerical employees shall have a duty free lunch period of at least thirty (30) minutes. In addition, they shall be entitled to a ten (10) minute morning break.

3. The Board shall make available summer job assignments to regularly employed school secretaries prior to these vacancies being filled from other school employees or from outside the school system.

4. The allocation for school secretaries will be as funded in the approved school budget.
5. The work days set forth in the School Clerical Classified Salary Schedule (Table 600) will be scheduled after August 20th and prior to the end of the fiscal year, with the exception of the school registrars.

6. The Board will study the current staffing ratio for school office employees.

7. The equivalent of one day of in-service training will be provided each school year.

8. A study will be conducted to determine the need for summer clerical help in the schools, including the feasibility of twelve-month employment.

9. School secretaries working in their regular assignment during the summer will be paid at their regular hourly rate.

SECTION 24 — Transportation Employees

1. To the extent possible, all bus drivers and bus aides working overtime or receiving additional compensation for activity runs, kindergartens, etc., shall be paid no later than the following pay period.

No bus driver may drive more than ten (10) hours daily nor have a paid duty day of more than fifteen (15) hours. For purpose of computing a bus driver’s “driving time,” such time shall be constituted as his “regular paid daily work day,” irrespective of actual time devoted to driving, plus such actual time driven over and above his “regular paid daily work-day.” Furthermore, no bus driver may drive in excess of eight (8) hours daily as such time includes his “regular paid daily work day” on more than three (3) days per Monday through Friday week, of which no more than two (2) days may be consecutive, except in the case of a postponed “field trip” resulting from an event, for which a driver had actually signed a commitment to drive, having been postponed within seven (7) days of its original date.

2. For the period of August 1, 1981 through June 30, 1982, bus drivers will be compensated for field trips at the rate of $4.00 per hour, with a minimum of three (3) hours per trip. For the period July 1, 1982 through June 30, 1984, the compensation for field trips will be at the rate of $4.25 per hour, with a minimum of three (3) hours per trip.

3. For the period August 1, 1981, through June 30, 1982, bus aides will be compensated for field trips at the rate of $3.35 per hour. That rate will be increased by 5% effective July 1, 1982, and by an additional 5% effective July 1, 1983.

4. The Board shall provide each transportation department employee with an identification badge containing the employee’s picture, name, and department.

5. Each bus driver and bus aide shall receive an itemized statement indicating what the driver or aide is being paid for and the hourly rate of pay.

6. At the beginning of the school year, bus drivers’ and bus aides’ average daily driving time (bus aides’ average daily riding time) port-to-port will initially be predicated upon an actual estimate of the time required to run the route as such is determined by the Department of Transportation. When experience demonstrates that the average daily driving time port-to-port is different from the estimated time, appropriate plus or minus adjustments will be made.

7. Announcements of preschool meeting dates will be posted prior to the last duty day of the preceding school year.
8. **Seniority Policy**

a. A seniority list of all bus drivers and bus aides assigned to a lot will be maintained and posted on the lot. The list will contain the driver's name, most recent date of employment as a bus driver, and in addition for orthopedic drivers the most recent date of assignment as an orthopedic driver. If an employee is promoted to a higher class or grade, including bus driver trainer, lot foreman, assistant lot foreman, auxiliary bus driver, orthopedic bus driver, bus driver, and is subsequently returned to the lower class or grade the employee shall have seniority as if they had been in continuous service in the lower class or grade. Placement on the seniority list of employees employed after July 1, 1979 shall be determined by the date and time such employee was hired at the Classified Personnel Office.

b. All special education, orthopedic and regular runs will be posted by estimated hours, a general location of stop and size of vehicle, (Example: 5 hours, Central Avenue to Surrattsville). These runs shall be selected by the drivers according to seniority. Seniority shall be based on original date of employment as a bus driver, except in the case of orthopedic drivers where seniority shall be based on most recent date of assignment as an orthopedic driver. All runs that become available during the year shall be posted for three (3) working days. An available run will be assigned to the most senior driver bidding on the run. The successful bidder may bid on any and all additional runs which become available during the remainder of the year. The successful bidder may take his/her bus with him/her to the vacant run, provided it is appropriate and compatible for the run. The run vacated by the successful bidder will be rebid as above and the run vacated by this second successful bidder will be assigned to a new employee. New employees shall be assigned to the buses and runs remaining.

c. **Special Runs:**

Kindergarten, Headstart, and work-study, etc., shall be reassigned at the beginning of each year. Orthopedic drivers can bid on special runs and, for this purpose, the orthopedic drivers' seniority shall be based on their most recent date of employment as a bus driver. When a special run becomes available during the year, it shall be posted on the lot for three (3) working days. The new selection cannot, in any way, interfere with the driver's existing assignment (regular or other special type). These special runs will be reposted at the beginning of each year, or when they become available. Drivers' daily time may never exceed eight (8) hours by making these selections. The Board shall provide a sign-up sheet at each lot to allow permanent drivers or aides, including special education drivers and aides, to sign up as substitutes for such vacant runs that become available because of absences of auxiliary drivers or breakdowns. The substitute sign-up sheet shall be provided for kindergarten, work-study, activity, extra, or any middle-of-day runs that become available. The Bus Lot Foreman will assign the special run to the first available driver or aide. When two or more drivers or aides are available at the same time, the assignment will be offered to the most senior driver or aide present.

d. **Activity Runs:**
Those drivers desiring activity runs shall so indicate by signing an activity run list. The assignment shall be made by the supervisor according to seniority. A driver’s daily time plus activity run cannot exceed (8) hours. The list may be signed at any time. A driver may re-bid at any time during the year if it means more weekly hours than previously worked, but a driver may re-bid only once during the year for a run with a lesser number of hours. This provision not to be construed as an entitlement in a driver to have his daily run and activity run result in greater than a forty (40) hour work week.

e. Field Trips:
Field trips will be recruited by individual drivers. A driver may not recruit field trips for other drivers. Field trips may not interfere with a.m., p.m., or other special type runs. Auxiliary drivers and substitutes shall not be permitted to take field trips except in the case of an emergency. When an orthopedic bus is used to take a group of orthopedic children on a field trip, the orthopedic bus aide is authorized to accompany the children on the field trip.

f. Assignment of Buses:
The seniority assignment of buses shall occur in August of each year or later (depending upon delivery of buses). The assignment will be made by the Supervisor according to the seniority lists.

Brand new buses are to be given according to seniority and that driver shall not be entitled to another brand new bus for five (5) years (effective 1976-77). In the event that new buses are not available at the beginning of the school year, drivers shall keep their past year’s assigned bus until new buses are available for assignment unless the driver’s new run requires a different type of bus.

Unless there are extenuating circumstances that dictate otherwise, and which are mutually agreed to by the Union and the Board of Education, assignment of special education buses will be from the special education drivers’ seniority list. Similarly the assignment of conventional and pusher buses will come from the standard list of drivers. During the phase-out of the pusher buses, the drivers of said buses shall have the option to continue on the pusher bus or to opt in favor of a regular bus assignment. A pusher bus must stay with a pusher assignment if the Supervisor feels it is necessary.

Orthopedic buses shall be assigned in the same manner as special education buses from the orthopedic list.

g. Transfers:
(1) A driver who is transferred from one lot to another for the convenience of the Prince George’s County Public Schools shall take his/her bus with him/her unless circumstances dictate otherwise and which are mutually agreed to by the Union and the Board of Education and shall operate whatever run is available at the time. He/she shall be placed at the proper place on the seniority list for that lot and shall receive appropriate benefits. A driver who transfers for his/her own convenience shall operate whatever bus and run is available, if any, for the remainder of that school year and shall be placed at the proper place on the seniority lists on the first of August.
(2) A driver who transfers or is transferred from either the regular, or special education, or orthopedic seniority list on the lot to which assigned shall be placed at the appropriate position on the seniority list according to his most recent date of hire in that classification.

h. **Summer Employment:**

These assignments shall be made upon the availability of the runs. Initial assignment of summer runs will be made on the basis of seniority in accordance with a and b above.

In addition summer runs which become vacant within seven calendar days of the date the initial assignments are made at the lot will be rebid after having been posted for one day. The vacancy created by the successful bidder will be assigned to the most senior applicant on the summer run list.

Assignments shall be made according to the overall seniority list (orthopedic drivers and aides are the first people eligible for orthopedic runs).

A driver may accept an aide's position, but if a run becomes available that driver (aide) may bid on the run.

Assignments shall be made for each lot. The assignments shall include grades one (1) through seven (7) (includes assistant foreman).

Seniority will be the basis for assigning summer runs.

Daily time for summer runs will include the fifteen minute time credit for safety inspection.

Once each summer, each summer bus driver will be authorized an additional two hours time credit when the bus is washed by them and verified by the lot foreman.

Announcements of summer runs will be posted at the appropriate bus lots as soon as feasible after the runs have been confirmed.

i. **Guidelines:**

(1) When assigning runs, drivers will not be considered for more than forty (40) hours per week.

(2) Bus drivers and bus aides may remain on the seniority lists during authorized leaves of absence (example: maternity leave), for not more than fifteen (15) months.

(3) Seniority among individuals with the same date of hire will be determined by a drawing of names.

(4) If any run or assignment is unclaimed, the appropriate Supervisor shall assign the position.

9. **Pay Procedures for Bus Drivers**

a. A bus driver's daily time, including special runs, shall be comprised of the sum total of the following:

(1) His driving as same is calculated upon the average daily driving time port-to-port as such is determined by the Department of Transportation.

(2) A fifteen minute time credit for safety inspection.
(3) A fifteen minute time credit for workshop time, preparation of reports
time and cleaning and securing the bus.

b. It is understood, however, that no bus driver's daily run shall be scheduled for
an average daily run, the time of which when added to any activity run and the
additional daily time credits allowed shall exceed eight (8) working hours per
day.

c. **Bus Driver’s Additional Compensation:**

   (1) Bus drivers shall receive as additional compensation two (2) hours time
   credit for each time their bus is washed by them and verified by the lot
   foreman and, providing further that there shall be no more than one (1)
   bus washing per month.

   (2) Bus drivers shall receive as additional compensation one (1) hour time
   credit for each monthly safety meeting they attend.

   (3) Bus drivers shall receive as additional compensation a minimum of two
   (2) hours time credit for attendance at the pre-school orientation meeting.

   (4) Bus drivers shall receive additional compensation at their regular hourly
   rate of pay for time spent participating in conference at the school when
   their participation is authorized and required by the area assistant super­
   visor of transportation and the conference requires time beyond the
   driver’s daily time.

   (5) The additional compensation defined above will be included in the
   paycheck for the reporting period in which work was performed.

10. **Pay Procedures for Bus Aides:**

   a. A bus aide's daily time including special runs shall be comprised of the sum
total of the average daily driving time port-to-port as such is determined by the
Department of Transportation.

   b. A bus aide shall receive as additional compensation one (1) hour time credit for
each monthly safety meeting they attend.

   c. A bus aide shall receive as additional compensation a minimum of two (2)
   hours time credit for attendance at the pre-school orientation meeting.

   d. A bus aide shall receive as additional compensation a minimum of six (6) hours
time credit for attendance at inservice training program(s).

   e. Bus aides shall receive additional compensation at their regular hourly rate of
   pay for time spent participating in conference at the school when their par­
ticipation is authorized and required by the area assistant supervisor of
   transportation and the conference requires time beyond the aide’s daily time.

   f. The additional compensation defined above will be included in the paycheck
   for the reporting period in which the work was performed.

11. The Transportation Department will not provide home phone numbers of bus
drivers to parents.

12. The Board will conduct a study of current pay reporting procedures to assess the
feasibility of including additional overtime pay, plus or minus pay adjustments and
leave information on the paycheck stub and/or providing all overtime adjustments within the pay period they are worked. Transportation Department employees shall be included in the study committee.

SECTION 25 — Reclassification
When a request for reclassification is received in the Classified Personnel Office, reasonable effort will be made to complete the desk audit within ninety (90) days. When the audit is not completed within ninety (90) days, the employee will be notified as to the reason why, and when the audit can be expected to be accomplished.

ARTICLE VIII — GRIEVANCE PROCEDURE

A. PURPOSE
The goal of a grievance procedure is to secure at the lowest possible level an equitable solution to complaints and/or grievances which may arise from time to time. Both parties agree that these proceedings shall be kept confidential among the parties involved at each level of this procedure. Nothing contained herein shall be construed as limiting the right of any person with a grievance to discuss the matter with the appropriate member of the administration or proceeding independently as described herein. Every effort must be exhausted at each step before appealing to the next step.

B. DEFINITIONS
1. A “complaint” is any problem or misunderstanding that can be settled orally between the parties involved.
2. A “grievance” is any unsettled complaint by a classified person or by the Union on its own behalf concerning any alleged violation or misinterpretation of this Agreement.
3. An “aggrieved person” is a person making the claim.
4. The term “classified personnel” includes individuals or groups who are members of the bargaining unit covered by this Agreement.
5. A “party of interest” is the person(s) making claim and person(s) who may be required to take action or against whom action may be taken in order to resolve the claim.
6. The term “days” shall mean days other than Saturday, Sunday, and School Holidays. In the event a grievance is filed on or after June 1, the time limits set forth herein may be reduced so that the grievance procedure for ten month employees may be exhausted prior to the end of the school term or as soon thereafter as is practicable.

C. Procedures
Any classified employee with a grievance or complaint may pursue its resolve through either administrative channels or the grievance procedures.

Should a person elect the grievance procedure, he is admonished to follow the steps outlined below specifically. Once the person elects the grievance procedure, he relin-
quishes his right to pursue the matter through the administrative channels. Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each level shall be regarded as a maximum, and every effort shall be made to expedite the process. The time limits specified may, however, be extended by mutual agreement by the Administration and the Union.

STEP ONE
An individual with a complaint or grievance should first discuss it with his immediate supervisor(s) before proceeding to the principal/department head. He may have a union representative with him if he desires. In the event the problem cannot be settled in this manner, it should then be processed as follows:

STEP TWO
After discussing his complaint or grievance with his immediate supervisor(s), the employee should then discuss it with the principal/department head. He may have a Union representative with him if he desires. This discussion should take place within ten (10) days of the alleged wrong. The Area Assistant Superintendent may, if they desire, involve themselves in complaints and grievances at the level of the school principal.

STEP THREE
a. In the event that the "aggrieved person" is not satisfied with the outcome of the oral conference, he shall submit his grievance to the principal/department head in writing on the form provided at each school and department within ten (10) days of said conference. If the "aggrieved person" so chooses, a Union representative will assist him in writing his claim.

b. Within five (5) days, the school principal/department head will, on the form provided, write his opinion.

STEP FOUR
In the event the aggrieved party is not satisfied with the decision at Step 3, he will within ten (10) days, by registered mail or by hand, cause to be delivered the copy of his grievance and its answer to the appropriate Assistant Superintendent and one to the Union office. The Assistant Superintendent within ten (10) days from the receipt of the grievance shall render a written decision as to the solution. Copies will be sent to the aggrieved person, the principal/department head and the Union.

STEP FIVE
If an aggrieved person is not satisfied with the decision of the Assistant Superintendent or if the Assistant Superintendent fails to render a decision within the prescribed time, an arbitrator shall be appointed within ten (10) days. Such arbitrator shall be selected by the Superintendent and the representative of the Union.

If they cannot agree, a request will be made to the American Arbitration Association for a list of not less than five names. Each side may add two names to this list. Selection shall be made by alternately striking names from the list until one name remains. Such person shall be designated as the arbitrator.

The arbitrator shall be provided space at the Central Office, together with secretarial help and other assistance needed to conduct his hearing. He shall have the right to contact any person who has any involvement in the case either directly or indirectly and require their attendance in any hearing or decision-making process, at his discre-
tion. The Union and the Board shall each bear its own expenses in these arbitration proceedings, except that they shall share equally the cost of the arbitrator and any joint administrative costs in connection with the grievance submitted to him.

The decision of the arbitrator shall be binding on both parties unless the Superintendent or the Board of Education deems it to be evident that said decision is violative of Board rules and regulations promulgated from existing policy, in which event the Superintendent or the Board may set aside the decision of the arbitrator and hold a hearing on said matter, pursuant to Maryland Law.

D. Miscellaneous
1. A grievance may be withdrawn at any level without prejudice or record.
2. Copies of all written decisions of grievances shall be sent to all parties involved and the Union.
3. No reprisals of any kind shall be taken by or against any party of interest or any participant in the grievance procedure by reason of such participation.
4. Grievances shall be filed on the official personnel grievance form.
5. Upon written request, information not of confidential nature which is pertinent to a grievance will be made available to the "aggrieved person."
6. A party of interest shall be released without loss of leave or salary to attend meetings held pursuant to the respective steps of the procedure.
7. If, at the aggrieved employee's request, ACE-AFSCME, Local 2250 is not present during the processing of a grievance, that grievance shall not be cited as a precedent. Furthermore, ACE-AFSCME, Local 2250 shall be informed of the final disposition of any such grievance.

ARTICLE IX — SALARY PROVISIONS

SECTION 1 — Salary Increases
All employees covered by this Contract shall be given salary increases over and above salaries earned prior to August 1, 1981, as follows:
1. The Pay Tables, as hereafter filed, shall reflect an increase of 9.1% over the rate of pay for each Grade and Step as was denoted on the July 1, 1980-July 31, 1981 Pay Tables in the prior Contract.
2. Such Pay Tables shall be amended on July 1, 1982, so as to reflect a further increase of 65% of the increase in the Consumer Price Index, up to an 11% increase upon same, as published by the United States Department of Labor, Bureau of Labor Statistics, reflecting the increase as of January 1, 1982, over January 1, 1981, for the Greater Metropolitan Area of Washington, D.C.
3. Such Pay Tables shall be again amended on January 1, 1983, by increasing the hourly amount of pay at each Grade and Step by eighteen (18) cents.
4. Such Pay Tables shall be further amended on July 1, 1983, so as to reflect an additional increase of 65% of the increase in the Consumer Price Index, up to an 11% increase upon same, as published by the United States Department of Labor, Bureau of Labor Statistics, reflecting the increase as of January 1, 1983, over January 1, 1982, for the Greater Metropolitan Area of Washington, D.C.
5. On January 1, 1984, such Pay Tables shall be further amended by increasing the hourly amount of pay at each Grade and Step by twenty-two (22) cents.

SECTION 2 — Anniversary Date
The anniversary date of each employee hired after June 30, 1979 will be the first day of the month following the date of commencing work. This date shall remain as his/her anniversary date during the entire time the employee continuously works with the Prince George's County Public Schools. All employees hired before July 1, 1979, will keep their present anniversary date as long as they continuously work with the Prince George's County Public Schools. Adjustments in anniversary date will continue to be made for leaves of absence. Furthermore, in the event an employee is promoted, his/her anniversary date shall remain the same. An employee who is promoted after having earned time toward a longevity pay step will be given credit for that time when moving to the last annual increment of a new grade or beyond. If the employee moves to a step below the last annual increment of the scale, he/she will be eligible to earn an increment on the next anniversary date.

SECTION 3 — Merit Increases
Employees who qualify will receive a one step increase on their anniversary date. The granting of these salary increments is based on the demonstration by the employee of an acceptable level of competence in the performance of his job.

An employee is considered to have attained an acceptable level of competence only if his performance is adequate in the major aspects of his work. Standards must not only include the required quality of work, but also other essential elements of job performance, such as personal qualifications and conduct, which directly affect an employee's work.

It is the responsibility of the individual who supervises the work of an employee to insure that the employee understands what constitutes an acceptable level of competence and to advise the employee when his work is below this level. Such advice will be in writing. The employee should be made aware of his deficiencies at least forty-five (45) days prior to the date on which he can become eligible for a salary increment in order that he may have an opportunity to raise his performance to an acceptable level.

When an employee's salary increment is to be withheld, he will be so notified in writing with the specific reasons why such action is being taken.

SECTION 4 — Longevity Increases
After an employee reaches the maximum rate for his class, he shall be entitled to receive an amount equivalent to a one-step increase after four years of service at the maximum rate; he shall be entitled to another step increase at the completion of four years service at the first longevity rate for his class. The third longevity step will be implemented as per the appropriate note on each of the pay tables.

SECTION 5 — Retention of Salary
a. An employee whose position has been reduced in grade or who is involuntarily transferred due to a school closing or decline in enrollment will continue to be paid at his/her current salary for a period of one year, unless he/she declines
assignment to a position of the same grade as previously held, in the same administra­tive area or another administrative area provided the distance is not greater than the distance he/she could be transferred within the present administrative area, in which such cases the salary of the employee will be reduced as appropriate for the position being occupied. Every reasonable effort will be made to find a vacancy in the same administrative area or another administrative area which is no greater in distance than the distance he/she could be transferred within the present administrative area.

b. Cafeteria managers' salaries established on the basis of average daily participation for the months of October and November will not be reduced for the remainder of the school year due to a decline in participation.

SECTION 6 — Direct Deposit of Paychecks Study Committee
The Superintendent of Schools will appoint a committee to study the feasibility of providing for direct deposit of employees' paychecks. ACE-AFSCME, Local 2250 may nominate a unit member to serve on the committee.
## AIDE PAY TABLE
Prince George’s County Public Schools  
August, 1, 1981 — June 30, 1982

### TABLE 100

<table>
<thead>
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<th>Classification</th>
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<th>Step C1</th>
<th>Step D1</th>
<th>Step E1</th>
<th>Step F1</th>
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**Note:**
1. Personnel on this salary scale are hourly employees and are paid for actual hours worked. The estimated annual salary is for information only. The estimated annual salaries are based on seven (7) working hours per day for 190 work days, if so scheduled by the Board of Education. Work hours do not include a thirty (30) minute lunch period.
2. Eligible employees who have been paid at Step O1-R1 for four (4) years subsequent to July 1, 1979, will advance to Step S1.
## TABLE 200

### AUTOMOTIVE AND BUILDING MAINTENANCE PAY TABLE

Prince George’s County Public Schools  
August, 1, 1981 — June 30, 1982

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<th>Classification</th>
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<th>Step E2</th>
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<th>Step G2</th>
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</table>
Note:
1. Personnel on this salary scale are hourly employees and are paid for actual hours worked. Estimated annual salary is shown for information only. Regular working day is 8 hours excluding 30 minutes for lunch.
2. Employees assigned to work a forty (40) hour week which includes Saturday and Sunday will be paid a two step differential.
3. Employees assigned to the 3:30 P.M. to Midnight shift shall receive a one step differential.
4. Employees assigned to the Midnight to 8:30 A.M. shift shall receive a two step differential.
5. Eligible employees who have been paid at Step P2-S2 for four (4) years subsequent to July 1, 1979, will advance to Step T2.
# FOOD SERVICE CLASSIFIED PAY TABLE

Prince George's County Public Schools  
August 1, 1981 — June 30, 1982

<table>
<thead>
<tr>
<th>Classification</th>
<th>Grade</th>
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</table>
### Cafeteria Manager Grade Criteria

Cafeteria Manager Grade Criteria is as follows:

<table>
<thead>
<tr>
<th>Grade</th>
<th>Number of Lunches Served</th>
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<tbody>
<tr>
<td>09</td>
<td>up to 375</td>
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<tr>
<td>11</td>
<td>376 to 750</td>
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<tr>
<td>14</td>
<td>751 and over</td>
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</tbody>
</table>

**Note:**
1. Personnel on this scale are hourly employees and are paid for hours actually worked. Estimated annual salary is shown for information only.
2. Cafeteria Assistant estimated annual salary is based on 190 work days to be scheduled by the Board of Education.
3. Cafeteria Manager estimated annual salary is based on 195 work days to be scheduled by the Board of Education.
4. Cafeteria employees designated the responsibilities of operating a satellite lunch program serving 100 to 200 daily lunches will be paid their regular salary plus 3%, and those serving over 200 will be paid regular salary plus 5%.
5. Food Services Field Representative estimated annual salary is based on 7.5 hours per day, 220 working days per year.
6. Eligible employees who have been paid at Step O4 R4 for four (4) years subsequent to July 1, 1979, will advance to Step S4.
## TRANSPORTATION PAY TABLE
Prince George's County Public Schools
August 1, 1981 — June 30, 1982

### TABLE 500

<table>
<thead>
<tr>
<th>Classification</th>
<th>Grade</th>
<th>Step A5</th>
<th>Step B5</th>
<th>Step C5</th>
<th>Step D5</th>
<th>Step E5</th>
<th>Step F5</th>
<th>Step G/H/I/J5</th>
<th>Step K/L/M/N5</th>
<th>Step O/P/Q/R5</th>
<th>Step S5</th>
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</thead>
<tbody>
<tr>
<td>Bus Aide</td>
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<td>4.65</td>
<td>4.88</td>
<td>5.11</td>
<td>5.31</td>
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</tr>
<tr>
<td>Bus Aide, Orthopedic</td>
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<td>5.31</td>
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<td>6.68</td>
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</table>
Note:

1. Personnel on this pay table are hourly employees and are paid for actual hours worked. Estimated annual salary for an individual driver or aide may be determined by multiplying the hourly rate of pay, times the daily time, and multiplying the result by the 185 work days to be scheduled by the Board of Education. The estimated salary thus determined for Bus Drivers does not include additional earnings defined in Article VII, Section 24, sub-section 2.9.a, (1), (2), (3), b, c, (1), (2), (3), (4). The salary thus determined for Bus Aides does not include additional earnings defined in Article VII, Section 24, sub-section 3.10.a, b, c, d, e.

2. The Assistant Bus Driver Foreman is scheduled by the Board of Education for 200 days, eight hours per day. The Bus Driver Trainer and the Bus Driver Foreman are employed for 12 months. The regular work day is eight hours excluding 30 minutes for lunch.

3. Eligible employees who have been paid at Step 05-R5 for four (4) years subsequent to July 1, 1979 will advance to Step S5.

* Hourly rate only applies. Normal working day is 7 hours excluding 30 minutes for lunch. Number of days as scheduled for each school year.
# SCHOOL CLERICAL CLASSIFIED PAY TABLE
Prince George's County Public Schools
August 1, 1981 — June 30, 1982

<table>
<thead>
<tr>
<th>Classification</th>
<th>Normal Daily Working Hours</th>
<th>Grade</th>
<th>Step A6</th>
<th>Step B6</th>
<th>Step C6</th>
<th>Step D6</th>
<th>Step E6</th>
<th>Step F6</th>
<th>Step G/H/I/J6</th>
<th>Step K/L/M/N6</th>
<th>Step O/P/Q/R6</th>
<th>Step S6</th>
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### TABLE 600 (Continued)

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<th>Step B6</th>
<th>Step C6</th>
<th>Step D6</th>
<th>Step E6</th>
<th>Step F6</th>
<th>Step G/H/I</th>
<th>Step K/L/M/N</th>
<th>Step O/P/Q/R</th>
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(1) These estimated annual salaries are based on 200 work days to be scheduled by the Board of Education, 3 1/2 hours per day, 700 working hours per year.
(2) These estimated annual salaries are based on 7 hours per day for 190 work days to be scheduled by the Board of Education, 1,330 working hours per year.
(3) These estimated annual salaries are based on 200 work days to be scheduled by the Board of Education, 7 hours per day, 1,400 working hours per year.
(4) These estimated annual salaries are based on 160 work days to be scheduled by the Board of Education, 5 1/2 hours per day, 880 working hours per year.
(5) These estimated annual salaries are based on 220 work days to be scheduled by the Board of Education, 7 hours per day, 1,540 working hours per year.

* To be effective for school data processing personnel employed after September 1, 1972.

**Note:**
(A) Personnel on this pay table are hourly employees and are paid on the basis of actual hours worked. The estimated salary is for information only. Work hours shown do not include 30 minute lunch period.
(B) Eligible employees who have been paid at Step O6-R6 for four (4) years subsequent to July 1, 1979, will advance to Step S6.
# TABLE 700

## CENTRAL OFFICE CLASSIFIED PAY TABLE
Prince George's County Public Schools  
August, 1, 1981 — June 30, 1982

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August 1, 1981 — June 30, 1982

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August, 1, 1981 — June 30, 1982

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* Indicates a 37½ hour work week.
** Indicates a 40 hour work week.

Note:
1. Personnel on this scale are hourly employees and are paid for actual hours worked. Estimated annual salary is provided for information only. Work hours do not include 30 minute lunch period.
2. Eligible employees who have been paid at Step O7-R7 for four (4) years subsequent to July 1, 1979, will advance to Step S7.
   
   (A) Selected Employees serve 200 work days per year, 8 hours per day. Only the hourly rate applies.
   
   (B) Employed for 4 and 5 hours per day, 190 days per year. Only the hourly rate applies.
   
   (C) Employed for 11 months, 7½ hours per day. Only the hourly rate applies.
This Contract contains the final and entire Contract between the parties hereto and they shall not be bound by any terms, conditions, statements or representations, oral or written, not herein contained.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals this 22nd day of April, 1981.

Board of Education of Prince George’s County Negotiating Team:

James A. Braswell
Edward M. Felegy
Robert W. Glickert
D. Carl McMillen
Judith E. Sheehan

Association of Classified Employees/AFSCME, Local 2250, AFL-CIO Negotiating Team:

Michael W. Mooney
Alma C. Brown
Board of Education of Prince George's County:

Jo Ann T. Bell, Chairman

Edward J. Ferrini, Superintendent

Association of Classified Employees/AFSCME, Local 2250, AFL-CIO:

Michael W. Mooney, President

James A. Shearer, Executive Director