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Anne Arundel County Board of Education and Secretaries and Assistants Association of Anne Arundel County (1993)

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Anne Arundel County Board of Education and Secretaries and Assistants Association of Anne Arundel County (1993)

Keywords
collective labor agreements, collective bargaining agreements, labor contracts, labor unions, United States Department of Labor, Bureau of Labor Statistics

Comments
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Negotiated Agreement
between the
Secretaries and Assistants
Association of
Anne Arundel County
and the
Board of Education
of Anne Arundel County
July 1, 1993 - June 30, 1994
Anne Arundel County Public Schools
2644 Riva Road
Annapolis, Maryland 21401
(410) 222-5073 1,100 workers
ARTICLE 1
GENERAL PROVISIONS

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

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

Unit IV refers to a negotiating unit composed of permanent substitutes, teacher assistants and secretarial/clerical and technical employees in pay grades 2-13, who work 15 or more hours per week; except that secretaries in the Superintendent's Office, whose responsibilities require knowledge of the Board's position in the negotiating process, shall be excluded from the Unit. Temporary employees shall also be excluded.

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

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

1.3 Management Rights
The parties recognize that the following management functions, rights, powers, authority, duties and responsibilities are vested exclusively in the Board:
   a. Direct and schedule the work of its employees and evaluate their performance.
   b. Hire, promote, transfer, assign and retain employees in positions.
   c. Suspend, demote and discharge employees and take disciplinary action against them for cause.
   d. Determine the methods, means and equipment and the number of personnel by which operations are to be conducted.
   e. Reduce the work force and work hours because of lack of funds or lack of work.
   f. Establish a pay plan, determine the duties to be included in job classifications and classify and reclassify positions within that plan.
   g. Assign overtime and determine the amount of overtime required.
   h. Establish and maintain quality and production standards.

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

1.4 Reopening Negotiations
The Board and SAAAAC agree that the terms and provisions herein contained constitute the entire Agreement between the parties and supersede all previous communications, representations or Agreements, either oral or written, between the parties hereto with respect to the subject matter herein. The Board and SAAAAC agree that all negotiable items have been discussed during the negotiations leading to this Agreement and therefore agree that negotiations shall not be reopened on any item, whether contained herein or not, during the Life of this Agreement except by mutual consent.
1.5 Renegotiations
The items of this agreement not requiring fiscal support shall become effective on July 1, 1993 following ratification by both SAAAAC and the Board. The items that require fiscal support shall become effective July 1, 1993, unless otherwise indicated if following budget enactment by the County Council the Board raises no question concerning the adequacy of funds for their implementation.

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

The terms and conditions of this Agreement shall remain in effect through June 30, 1994.

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

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

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

ARTICLE 2
GRIEVANCE PROCEDURE

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

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

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

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

Level 1

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

Level 2

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

Level 3

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

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

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

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

2.4 No Reprisals
No reprisals shall be invoked against any employee(s) for processing a grievance or participating in any way in the grievance procedure.
ARTICLE 3
ORGANIZATIONAL SECURITY

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

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

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

b. Advocacy of action on the part of employees that is contrary to policies, regulations and directives of the Board or its staff.

c. Political materials.

d. Materials advertising brand name products or business establishments.

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

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

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

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

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

3.8 Employee Lists
No later than October 31 of any school year, the Board shall provide SAAAAC with a list of all Unit IV members which shall include their names, building assignments and social security numbers.
3.9 **New Employees**
The Board shall provide the SAAAAC President with the names, job locations and job titles of newly hired employees as well as departing employees in Unit IV as soon as possible after the action has been taken.

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

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

3.11 **Association Leave**
Upon written notification to the Director of Staff Relations, the SAAAAC president or her/his designee shall receive up to 15 days of leave without loss of pay per year to conduct SAAAAC business.

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

**ARTICLE 4**
**WORKING HOURS AND WORKING CONDITIONS**

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

Teacher Assistants and permanent substitutes shall have a duty year not to exceed 190 duty days.

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

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

Teacher Assistants and Permanent Substitutes shall work seven consecutive hours interrupted by a one-half hour non-paid, non-duty lunch period.
4.3 **Non-Duty, Non-Paid Lunch Periods**
Unit IV employees may leave the building during their non-paid, non-duty lunch period provided that if they are late in returning, the principal's/supervisor's permission shall be required for leaving the building in the future.

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

4.5 **Emergency Closings**
When schools are closed for inclement weather, all school-based Unit IV employees shall not report to work. When schools are closed early for inclement weather all school-based Unit IV employees shall leave their worksites in line with their regular dismissal as affected by the early closing.

When schools are closed for inclement weather all non-school based Unit IV employees shall report to work within two (2) hours of the usual reporting time. When schools are closed early for inclement weather all non-school based Unit IV employees will be dismissed at the direction of the Superintendent or the Superintendent's designee.

When weather conditions are such that the central office is closed, announcement shall be made on the radio, and 12 month clerical, technical and secretarial employees need not report for work.

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

4.6 **Transporting Students**
Unit IV members shall not be required to transport students.

4.7 **Travel Reimbursement**
A Unit IV member's use of a private automobile for authorized transportation while on duty shall be reimbursed at the rate of $.24 per mile. Those repair technicians who are directed to drive and must carry tools or instruments in their cars to perform their assigned tasks shall receive $.30 per mile.

4.8 **Substituting**
No teacher assistant shall be required to substitute for a teacher.

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

4.10 **Employment Decision**
No Unit IV employee shall make the employment decision regarding a vacant position.

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

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

4.13 **Health and Safety**

The Board and each Unit IV employee shall cooperate to provide a well maintained safe healthful school environment for students, staff and the public.

**ARTICLE 5**

**EMPLOYEE RIGHTS AND PRIVILEGES**

5.1 **Notification of Reason**

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

5.2 **Personal Life**

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

5.3 **Suspension**

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

5.4 **Reduction in Force**

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

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

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

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

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

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

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

b. Permission to Examine Materials
A Unit IV member shall be permitted to examine at all reasonable times by appointment, all materials entered in her/his personnel file after July 1, 1970, except confidential references pertaining to original employment or promotion.

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

5.6 Breaks
A Unit IV member shall be permitted to take a break of 15 minutes each morning and 15 minutes each afternoon while classes are in session. These breaks shall not be scheduled first thing in the morning or just before leaving at the end of the day. No reporting times or leaving times shall be adjusted because of the failure of an employee to take a break.

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

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

5.9 Payroll Reduction for Tax-Deferred Annuities
Tax-deferred annuities shall be made available to Unit IV employees from the companies mutually agreed upon by both parties. The Board shall mail the payroll deduction for deposit with the annuity company on the day the deduction is made.
5.10 Secretary Training
Secretaries will be provided with training in dealing with difficult parents, students, teacher and principals.

ARTICLE 6
ASSIGNMENT AND TRANSFER

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

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

6.2 Voluntary Transfer
Except for emergency cases, all new positions and vacancies in existing positions shall be posted at each work site. The posting shall include a statement of the basic qualifications for the position as well as deadlines for application.

Unit IV members who desire a voluntary transfer must file a written request with the Division of Human Resources within the deadlines posted.

They shall be referred to the supervisor of the vacant position for consideration in the same manner as persons applying for promotion or new employment. Employees wishing transfer to a vacancy that would not be subject to posting may submit a request in writing for consideration when such a vacancy occurs. All unsuccessful applicants will be notified, in writing, as to the reasons they were not selected.

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

a. Volunteers shall first be sought from the employees at that work site, in the job classification (as in Article 5.4) losing a position(s).

b. If there are no volunteers, or an insufficient number, the employee at that work site, in the job classification losing a position, with the least amount of accumulated service in the county shall be involuntarily transferred. This employee shall be given the opportunity to select from all positions available in that job classification at that time.

c. Unit IV employees who are being involuntarily transferred shall have preference over those seeking voluntary transfers, Unit IV members returning from leaves of absence without pay, or new hires. Except in emergencies, Unit IV members involuntarily transferred shall be notified in writing by the Director of Human Resources. Such notice shall be given sufficiently in advance of the intended transfer to afford the Unit IV member the opportunity to discuss such transfer with the Director of Human Resources.
6.4 Notification of Teacher Assistant and Permanent Substitute Assignment
Teacher assistants and permanent substitutes shall be notified of assignment for the following
year by August 1.

ARTICLE 7
PROMOTIONS

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

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

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

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

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

7.3 Temporary Assignment
SAAAAC recognizes that when a vacancy or extended leave of absence occurs it may be difficult
or unwise to fill the position immediately from within the system without undue disruption to
existing programs. If the department head with a rank of director or above so determines, such a
position may be filled on a temporary basis for a maximum period of six months. A Unit IV
member assigned in writing to such a position of higher pay grade on a temporary basis for a
period exceeding 30 consecutive workdays shall be paid the salary (s)he would have received if
(s)he had been promoted to the position, retroactive to the 11th workday.

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

When an employee receives a grade promotion from the school schedule to the central office
schedule, the salary is determined by first arriving at the step in the new grade on the school
schedule and then converting to that same step on the central office schedule. The same
procedure is followed when an employee receives a grade promotion from a position in the
central office to a position in the schools.
ARTICLE 8
EVALUATION

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

A formal evaluation including a private conference must be made once each year before November 15/May 15 as appropriate. During the conference, the employee shall review, sign and receive a copy of the written evaluation. The employee's signature will not necessarily indicate agreement with the evaluation. The employee may attach written comments and reactions to the permanent evaluation report.

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

ARTICLE 9
SICK LEAVE

9.1 Annual Allowance
Unit IV employees shall earn sick leave at the rate of one day per month of active duty. The annual total shall be available at the beginning of the school year. Unit IV employees who have been employed 10 years or more shall earn sick leave at the rate of 1 1/4 days per month of active duty. Unused sick leave shall accumulate from year to year without limitation.

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

9.3 Monthly Notification
Unit IV employees' biweekly pay statements shall accurately show the number of unused accumulated earned sick leave days.

9.4 Illness in Immediate Family
During the year in which it is earned sick leave may be used for illness of members of the immediate family (parent, spouse, sibling or child) or for illness of a person who is a permanent resident of the household.

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

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

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

Contributions shall be made between July 1 and September 30. Members returning from extended leave of absence, reassigned employees and new employees may contribute within 60 school days upon reassignment or employment.

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

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

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

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

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

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

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

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

The Board will sponsor the cost of the sick leave bank but not beyond a maximum dollar amount of $75,000 per fiscal year. Money expended shall be calculated as days used times average daily salary for Unit IV employees.

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

ARTICLE 10
VACATION AND ANNUAL LEAVE

10.1 Rate of Earning
a. Twelve-Month Employees
   Twelve-month Unit IV members shall earn annual leave on their employment anniversary date as follows:
<table>
<thead>
<tr>
<th>Work Experience With</th>
<th>No. Days Leave</th>
<th>Maximum No. Days</th>
</tr>
</thead>
<tbody>
<tr>
<td>A.A. Co. Public Schools</td>
<td>Earned Per Mo.</td>
<td>Per Year</td>
</tr>
<tr>
<td>First 5 years</td>
<td>1</td>
<td>12</td>
</tr>
<tr>
<td>6-14 years inclusive</td>
<td>1-1/2</td>
<td>18</td>
</tr>
<tr>
<td>15th year and each year thereafter</td>
<td>2+</td>
<td>4 in June</td>
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Twelve-month employees whose effective date of employment is between the first and 15th day of the month and employees whose effective date of separation is between the 16th and last day of the month shall earn leave for the entire month. Twelve-month employees whose effective date of employment is between the 16th and the last day of the month or whose effective date of separation is between the first and the 15th of the month shall earn no annual leave for that month.

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

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

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

10.3 Special Usage - Twelve-month School-Based Secretaries
Twelve-month school-based secretaries may use annual leave in hourly increments for the 1992-93 school year with the approval of their immediate supervisor. This new revision will be instituted on a trial basis for one year only. Continuation will be based on manageability as reported by the finance department.

10.4 Accumulation and Carry-Over
Twelve-month clerical, technical and secretarial employees may carry over from the previous year a maximum of 12 days. These carry-over days plus the number of days that (s)he may earn in the current fiscal year determine the maximum number of days of annual leave that an employee may have to her/his credit at the beginning of the next fiscal year. This is also the maximum number of consecutive days that (s)he may use during the fiscal year. Unused annual leave which would be lost because of the limitation on carry-over shall be converted to accumulated sick leave provided that there not be more than fifteen sick leave days credit per year.

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

ARTICLE 11
OTHER LEAVES

11.1 Bereavement Leave
Each Unit IV employee shall be granted four (4) work days of absence without loss of salary on the death of a spouse, child, step-child, parent, step-parent, sibling, step-brother, step-sister, parent-in-law, daughter/son-in-law, grandchild and grandparent or anyone who has lived regularly in the employee's household.

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

One of the days must be the day of the funeral or interment. The remaining days may be taken immediately before, immediately after or surrounding the day of the funeral or interment, to meet the needs the circumstances dictate for the Unit IV employee.

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

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

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

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

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

c. (S)He may request a leave of absence.

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

11.3 Religious Observance
Unit IV members shall be granted up to three days per school year with pay for observance of religious holy days where work on such days would make observance of their religion difficult or impossible, as verified by the proper religious authorities.

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

11.5 Court Appearance
A Unit IV member may be absent without loss of salary for court summons provided the summons is not issued as a consequence of an offense for which the employee is found guilty. If the member is found guilty of an offense and on appeal is found not guilty the salary will be restored.

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

11.6 Leave of Absence Without Pay
a. Obligation of Board and Employees
The Board shall normally grant leaves of absences to permanent Unit IV members requesting such leave in writing. When the leave is granted the supervisor is obligated for a period of three months to restore the employee to the position (s)he left. During this time the supervisor may either leave the position vacant or fill it with a substitute or temporary employee.

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

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

b. Types
Consideration shall be given to an employee's written request for leave of absence for personal illness, severe illness of a member of the household or the immediate family, maternity, child care, adoption of a child, or military service. Teacher Assistants who are completing their college degrees at an accredited institution of her/his level may request a leave of absence for study. Except in the case of military service, an employee's request shall state the beginning date of the leave and the approximate length of time (s)he expects to be on leave. In the case of personal illness or illness in the household, a physician's recommendation must accompany the request. A leave request should be given to the supervisor for forwarding with her/his recommendation, to the Director of Human Resources, who shall take action on the request and notify the employee in writing. Reasonable requests shall be granted.

c. Period of Leave
A leave of absence for a Unit IV employee shall be granted for a specific period of time, with the understanding that the employee shall return to work at the end of that time unless (s)he has requested and received an extension of the leave by the Director of Human Resources. Failure of an employee to return to duty on the expiration of leave shall be considered as a resignation. An employee who has been on leave for personal illness must provide a certificate from the physician who attended her/him during the leave stating that (s)he is able to return to work and must be able to perform the duties assigned to her/him.
11.7 Institutes, Conferences and Conventions
Unit IV members sent to special institutes or conferences outside of the county by the Board shall have expenses paid in accordance with the established rate and shall suffer no loss of pay for time missed.

Four Unit IV employees per year, as designated by SAAAAC and with a written request to the Director of Staff Relations, shall be granted released time without loss of pay for a maximum of five days each as required to attend a state, regional or national conference designed to improve knowledge or skills for the job.

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

11.8 Severance Pay on Retirement
A Unit IV member who retires from service with the public schools of Anne Arundel County in accordance with the provisions of the Maryland State Teachers/Employees Retirement System shall be paid thirty dollars ($30) per day for all unused accumulated sick leave earned in Anne Arundel County.

This provision shall also apply to any Unit IV member who elects the vested retirement plan after having 15 or more years of membership in the appropriate retirement system. If a Unit IV member dies while in service the beneficiary designated with the retirement system shall receive the severance pay of $30 per day for all unused accumulated sick leave earned in Anne Arundel County.

11.9 Urgent Personal Business
Each 10-month Unit IV employee shall be credited two personal business leave days per year to be used at the discretion of the employee. The leave shall be approved at least 24 hours in advance.

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

On Emergency Personal Business days, employees may be required to furnish evidence of necessity.

Unused personal business leave shall not be cumulative.

Unit IV employees biweekly pay statements shall accurately show the number of unused personal business days.

ARTICLE 12
BENEFITS WHILE ON LEAVE

12.1 Continued Benefits
The employee on leave shall be afforded the opportunity to continue membership in the Board's hospital-medical insurance plan and other voluntary insurance programs by making full payment of the premiums to the Board by the 25th of each month.
ARTICLE 13
HOLIDAYS

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

Good Friday  Christmas Eve
Easter Monday  Christmas Day
Memorial Day  New Year's Eve
Independence Day  New Year's Day
Labor Day  Primary and General Election Days
Thanksgiving Day  Dr. Martin Luther King, Jr. Birthday
Friday after Thanksgiving

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

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

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

ARTICLE 14
FRINGE BENEFITS

14.1 Hospital-Medical Insurance

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

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

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

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

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

14.3 **Term Life Insurance Policy**

A term Life insurance policy for $20,000 with full cost paid by the Board, shall be provided for each Unit IV member. An optional term Life insurance policy in $5,000 units, with full premium paid by the Unit IV member, for the Unit IV member shall also be provided through payroll deduction if participation by the Board's employee meets the minimum requirements of the carrier.

14.4 **Health Maintenance Organization Option**

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

14.5 **Insurance Information**

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

14.6 **In-Service Workshop**

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

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

14.7 **Course Reimbursement**

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

For the 1993-94 year, $4,000 will be set aside for tuition reimbursement for Unit IV employees. The following conditions shall apply for reimbursement:

1. Courses for reimbursement must be job-related and have the approval of the Supervisor of Classified Services prior to enrollment.
2. Each Unit IV employee may receive up to a maximum of one hundred and fifty dollars ($150) per school year.
3. In graded courses, the employee must earn a grade of "C" or better before reimbursement will be approved.
ARTICLE 15
SALARIES AND WAGES

15.1 Annual Salaries
Unit IV members agree to receive no salary increase for the 1993-94 fiscal year. If the salary scale adjustments implemented by the county government for any of its employees and/or the Board of Education for any of its employees for the next fiscal year are greater than the above negotiated salary, then the Board of Education agrees to submit a supplemental budget request for an amount sufficient to maintain comparability.

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

The attached salaries reflect no increase on the preceding year's salary. This will be effective on July 1, 1993.

Scales in the appendices are computed as follows:

Central Office Secretarial/Clerical/Technical 1820 hours/1040 hours
School 12-month Secretarial/Clerical/Technical 1626 hours/1020 hours
School 10-month Secretarial/Clerical/Technical 1372 hours/844 hours
Teacher Assistants & Permanent Substitutes 1228.5 hours/614 hours

No Unit IV member employed in 1987-88 and continuing in the same position for 1988-89 shall have the annual salary decreased as a consequence of the implementation of the salary scale.

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

15.2 Payment Plan
Clerical, technical, secretarial, permanent substitute and teacher assistant employees shall be paid every two weeks. There shall be 22 pay periods per year for ten-month Unit IV members and 26 pay periods per year for twelve-month members.

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

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

APPENDIX A
Secretaries & Clerks Salary Scale - Central Office
Secretaries who earn 30 hours of college credit will be advanced one step on the SAAAAC Scale, two steps on the Transition Scale and 5% if they are at the top of their scale. This will apply to credits earned after July 1, 1993. (Page 20)

APPENDIX B
Secretaries & Clerks Salary Scale - Schools (12 months)
Secretaries who earn 30 hours of college credit will be advanced one step on the SAAAAC Scale, two steps on the Transition Scale and 5% if they are at the top of their scale. This will apply to credits earned after July 1, 1993. (Page 21)

APPENDIX C
Teacher Assistants and Permanent Subs Salary Scale
Permanent Substitute Teacher Assistants with 60 hours of college credit will be placed on Grade 4 of the SAAAAC Scale and Grade 7 on the Transition Scale. (Page 22)
1993-94
SECRETARIES AND CLERKS SALARY SCALE - CENTRAL OFFICE

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Step 6 on the SAAAAC Scale will be the entry level for new employees.

On completion of 7 years of continuous service a longevity increase calculated at 5% of the entry step of the salary grade to which the employee is assigned.

On completion of 12 years of continuous service a longevity increase calculated at 10% of the entry step of the salary grade to which the employee is assigned.

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

Actual salaries are calculated on an hourly basis. Annual salaries stated above are rounded to the nearest dollar.

APPENDIX A
Secretaries & Clerks Salary Scale - Central Office
### 1993-94

**SECRETARIES AND CLERKS SALARY SCALE - SCHOOLS (12 MONTHS)**

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On completion of 7 years of continuous service a longevity increase calculated at 5% of the entry step of the salary grade to which the employee is assigned.

On completion of 12 years of continuous service a longevity increase calculated at 10% of the entry step of the salary grade to which the employee is assigned.

On completion of 17 years of continuous service a longevity increase calculated at 15% of the entry step of the salary grade to which the employee is assigned.

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

Actual salaries are calculated on an hourly basis. Annual salaries stated above are rounded to the nearest dollar.
### Teacher Assistants

**PART TIME**

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<th>Grade</th>
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<th>Step 2</th>
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<td>6,836</td>
<td>7,009</td>
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Step 6 on the SAAAAC Scale will be the entry level for new employees.

Actual salaries are calculated on an hourly basis.
Annual salaries stated above are rounded to the nearest dollar.

Grades 2 & 5 - High School Diploma
Grades 3 & 6 - 30 semester hours college credit
Grades 4 & 7 apply to permanent subs only.

### Teacher Assistants & Permanent Subs

**FULL TIME**

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On completion of 7 years of continuous service a longevity increase calculated at 5% of the entry step of the salary grade to which the employee is assigned.

On completion of 12 years of continuous service a longevity increase calculated at 10% of the entry step of the salary grade to which the employee is assigned.

On completion of 17 years of continuous service a longevity increase calculated at 15% of the entry step of the salary grade to which the employee is assigned.

All eligible experience credit must be with the Anne Arundel County Public Schools.
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</table>
The foregoing agreement for 1993-94 was reached by the undersigned on March 4, 1993, and submitted for ratification to SAAAAC and the Board:

FOR THE BOARD:

Carol S. Parham
Chief Negotiator

Stephen J. Flavin
Negotiator

George F. Renom
Negotiator

Cynthia Caldwell
Negotiator

Jack Smith
Negotiator

Harry Calendar
Negotiator

FOR SAAAAC:

Jeanne Jones
Chief Negotiator

Darlene Zepp
Negotiator

Marion F. Andrews
Negotiator

Mozelle Byler
Negotiator

Dorothy Hoffman
Negotiator

Nancy Philes
Negotiator

Barbara Remias
Negotiator

Following mutual ratification, the parties hereunto set their hands and seals on July 14, 1993.

C. Berry Carter, II
Superintendent

Thomas Twombly
President

Jeanne Jones
Consultant

Darlene Zepp
President