

**AFSCME**

**Negotiated Agreement  
between the  
American Federation of  
State, County, and  
Municipal Employees,  
Local 1693  
and the  
Board of Education  
of Anne Arundel County**

**July 1, 1997-  
June 30, 2000**

*(Classified employees)*

*1,400 employees*

**AACPS**

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**ARTICLE 1**  
**GENERAL PROVISIONS OF THE AGREEMENT**

**Section 1: Definition of Terms**

- (a) The Board of Education of Anne Arundel County is hereinafter referred to as "the Board."
- (b) The American Federation of State, County, and Municipal Employees, Local 1693, is hereinafter referred to as "AFSCME" or "the Union."
- (c) "Unit III" refers to a negotiating unit composed of permanent custodial, maintenance, food service, bus driver, bus attendant, warehouse, mail and print shop, and transportation employees of the Board in pay grades 1-14 who regularly work an average of four or more hours per day.

**Section 2: Renegotiations**

The sections of this Agreement not requiring fiscal support shall become effective on July 1, 1997, unless otherwise indicated. The sections which require fiscal support shall become effective July 1, 1997, unless otherwise indicated if following budget enactment by the County Council the Board raises no question concerning the adequacy of funds for their implementation.

If budget categories which contain Board requests for funds to support sections in this Agreement are reduced by the County Council, and the Board feels that it cannot implement the provisions of the sections as negotiated, further negotiations on these sections shall be instituted within ten workdays after enactment of the budget by the Council. Sections on which Agreement is reached on or about June 20 shall be submitted promptly to the parties for ratification on or about June 25 after which the Board shall render the final determination on all remaining fiscal sections which have been the subject of negotiations.

**Section 3: Reopening Negotiations**

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

The Board and AFSCME agree that for FY99 and FY2000, the following will be reopeners for negotiations:

- Article 16: Employee Benefits
- Article 18: Wages and Travel Pay
- One additional wild card per party

**Section 4: Job Classifications**

- Grade 4 Food Services Worker I
- Grade 5 Custodian I (Roving Custodian), Food Services Worker II, GalleY Worker II, Parking Lot Attendant, School Bus Attendant, Telephone Repairperson I
- Grade 6 Maintenance Helper, Press Operator I, Print Shop Helper, Trades Trainee I, Warehouse Helper
- Grade 7 Athletic Fields Groundsperson Trainee, Bindery Machine Operator I, Custodian III (Roving Backup), Food Services Manager II, Groundsperson I, Press Operator II, Trades Trainee II, Warehouseperson I
- Grade 8 Asbestos Repairperson, Automotive Serviceperson I, Bindery Machine Operator II, Food Services Manager III, General Maintenance Mechanic I, Groundsperson II, Mail Services Driver, Maintenance Services Dispatcher, Painter I, Pest Control Technician, Press Operator III, Production Control Technician, Warehouse II/Deliveryperson, Warehouseperson II

<u>Grade 9</u>	Assistant Lead Mail Services Driver, Bindery Machine Operator III, Custodian V (Roving Chief), Equipment Operator I, Food Services Manager IV, School Bus Driver
<u>Grade 10</u>	Athletic Fields Groundsperson, Automotive Mechanic I, Electrician I, Food Services Manager V, General Maintenance Mechanic II, HVAC Mechanic I, Lead Groundsperson, Operations Equipment Repairperson, Operations Groundsperson Riva Road, Painter II, Plumber I
<u>Grade 11</u>	Equipment Operator II, Facilities Engineer, Lead Athletic Fields Groundsperson, Lead Mail Services Driver, Lead Printer
<u>Grade 12</u>	Asbestos Repairperson II, Automotive Mechanic II, Boiler Maintenance Technician, Bus Driver Trainer, Electrician II, General Maintenance Mechanic III, HVAC Mechanic II, Painter III, Pesticide Applicator, Plumber II, PM Technician, Senior Facilities Engineer, Telephone Repairperson II, Warehouseperson III
<u>Grade 13</u>	Automotive Mechanic III, Electrician III, General Maintenance Mechanic IV, HVAC Mechanic III, Lead Boiler Maintenance Technician, Locksmith, Plumber III, Water Treatment Plant Mechanic, Welder
<u>Grade 14</u>	Complex Engineer, Electrician IV, Environmental Evaluator, HVAC Mechanic IV, Lead PM Technician, Plumber IV, Projects Estimator

## **ARTICLE 2** **UNION RECOGNITION**

### **Section 1: Union Recognition**

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

### **Section 2: Dues Deduction**

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

Payroll deduction of dues is continuing and cancellation of individual dues deductions can be effected only by a written notice to the Union via certified mail postmarked between July 1st and July 15th to be completed for submission to the Board on or before July 30th of each school year. The mailing address is:

Director  
AFSCME Council 67  
175 West Ostend Street  
Baltimore, MD 21230

### **Section 3: Union to Indemnify Board**

The Union shall indemnify and save the Board harmless of all claims, grievances, actions, suits, or other forms of liability or damages that arise out of, or by reason of, any action taken by the Board for the purpose of complying with the provisions of this article. The Union assumes full responsibility for the disposition of the funds deducted under Section 2 of this Article as soon as they have been remitted by the Board to the Maryland Public Employees Council 67.

### **Section 4: Work Locations**

The Board will provide to the President of Local 1693 a list of all Unit III members which shall include names, work locations, job classifications, and social security numbers. This information shall be sent to both Council 67 and Local 1693 by computer diskette or CD ROM Disc, with a hard copy back-up available upon request. (The Council 67 transfer is to be made on ACCESS and sent by diskette (3.5) or CD ROM.)

The Board will also allow the union time at the new employee orientation to brief new employees on union programs. Where orientation kits are supplied to new employees the Union shall be permitted to have included in the kits Union literature provided such literature is first approved for such purpose by the Division of Human Resources.

### **ARTICLE 3**

## **GRIEVANCE AND ARBITRATION PROCEDURES**

#### **Section 1: Definition**

A grievance is a difference or dispute between an employee and the Board concerning the meaning, interpretation or application of the express terms of this Agreement. The grievance must clearly specify the item or issue that is under dispute.

#### **Section 2: Grievance Meetings**

Grievance meetings will normally be scheduled after working hours. When it is necessary for any Unit III employee of the Board to attend a grievance meeting or a grievance hearing called by the Superintendent or designee during working hours, the Superintendent or designee shall so notify the principal or supervisor of such Unit III employee. The Unit III employee shall be released without loss of pay for such time as the Unit III employee's attendance is required at such meeting or hearing. Employee grievances at Level III shall be scheduled at the mutual convenience of the Board and the representative of Local 1693 or the representative of Council 67 AFSCME unless the grievant elects to represent himself/herself.

#### **Section 3: Grievance Levels**

##### **Informal Discussion**

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

The grievant and the immediate supervisor may mutually waive the time limits in order to informally discuss and resolve the grievance prior to reducing the grievance to writing at Level 1.

In any event, a meeting will be convened pursuant to the grievance procedure at each level.

##### **Level 1**

If the problem is not resolved to the satisfaction of the employee, or if a response is not received within five (5) workdays the employee may submit the grievance in writing to the same supervisor, using the Board's Level 1 grievance form, within ten (10) days after the hearing. He/she must state the specific contract article which he/she claims to have been violated.

##### **Level 2**

If the problem is not resolved to the satisfaction of the aggrieved employee at Level 1, or if a response is not received within five (5) workdays, he/she must present the grievance in writing to the next higher supervisor for the classification to which the employee is assigned within ten (10) workdays after the hearing, using the Board's Level 2 grievance form. This supervisor shall respond in writing within ten (10) workdays.

### **Level 3**

If the employee is not satisfied with the supervisor's decision, or if no response is received within ten (10) workdays, he/she may request in writing a discussion of the grievance with the Director of Human Resources. Such a request must be made within five (5) workdays after the supervisor in Level 2 has responded (or within five (5) workdays of the date on which a reply should have been received). The Director of Human Resources or his/her designee shall hold a hearing with the aggrieved employee and shall respond in writing within ten (10) workdays after the postmark date of the request.

### **Level 4**

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

The parties shall strike names alternately until one name remains. That person shall be designated the arbitrator and will set a hearing date within 20 days after his/her selection.

The arbitrator will set forth his/her findings of fact, reasoning and conclusions on the issues and submit them to the Board as a recommendation. The decision shall be made within 20 days after receiving final information from the parties.

### **Section 4: Expenses**

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

### **Section 5: Time Limits for Initiating Grievances**

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

### **Section 6: Representation**

Any aggrieved employee shall be represented by the person, or persons, outlined in Article 4, Section 1 or by himself/herself. No released time from work without salary loss shall be provided, however, for Board employees to serve as representatives.

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

### **Section 7: Appeals Under Section 4-205(c)**

Where an employee has a difference or dispute over an alleged violation of a Board personnel policy or where a grievance has been disallowed on the grounds that it involves a non-arbitrable issue, the employee may appeal to the Board with Union representation pursuant to Section 4-205(c) of the Education Article of the Annotated Code of Maryland.

## **ARTICLE 4 UNION STEWARDS**

### **Section 1: Designation**

(a) The Board shall deal with the designated union steward at the first level of the grievance procedure unless the employee elects to represent himself/herself. At subsequent levels in the grievance procedure, the

Board shall deal with the Union President, or the Council Representative, unless the grievant has elected to represent him/herself.

- (b) A written list of the chief stewards and stewards along with their assigned areas shall be furnished to the Director of Human Resources immediately after their designation and AFSCME shall notify the Director of Human Resources promptly of any changes of such stewards.

### **Section 2: Visitation Privileges**

Duly authorized representatives of AFSCME, after showing the proper credentials to the principal or to the person in charge at other work locations, shall be permitted to meet with Unit III members on school grounds. Normally, these visits are before or after required working hours or during the duty free lunch period, except in a case where responsible school officials authorize Union representatives to meet with Unit III employees during working hours. AFSCME shall provide the Board with the names of these authorized representatives prior to the effective date of the Agreement and shall advise the Board in writing of changes in these names after that date.

## **ARTICLE 5 DISCIPLINE AND DISCHARGE**

### **Section 1: Disciplinary Measures**

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

If the employer has reason to reprimand an employee it shall be done in a manner that will not embarrass the employee before other employees or the public except that immediate action required by the employer in an emergency situation will not be subject to this provision.

No bargaining Unit III employee shall be formally disciplined without first being provided the right, at his/her request, to have a shop steward present. If the presence of a steward is requested, no formal discipline shall occur in the absence of such representation. The steward must address the situation no later than 24 hours after the request or by the end of his/her next shift.

### **Section 2: Suspension and Discharge**

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

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

### **Section 3: Appeals**

The employee may appeal any discipline or discharge with Union representation pursuant to Section 4-205(c) of the Education Article of the Annotated Code of Maryland.

## **ARTICLE 6 DISCRIMINATION**

### **Section 1: Application to Agreement**

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

### **Section 2 Board Responsibility**

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

### **Section 3: Union Responsibility**

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

## **ARTICLE 7 SENIORITY, PROMOTION, LAY OFF**

### **Section 1: Definition of Seniority**

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

### **Section 2: Posting of Vacancies**

A General Vacancy Announcement may be distributed three times a year system-wide for the positions of Custodian III, IV, and V and Facilities Engineer, Senior Facilities Engineer and Complex Engineer. Any Unit III employee interested in being considered for any of these positions must submit an application according to the procedures as listed in the Board policy on the posting of the general vacancy announcement.

An interview committee will interview eligible candidates following the closing of each General Vacancy Announcement.

An eligibility list based upon the interview panel's evaluation of each candidate will be established. Once a candidate is placed on the eligibility list, (s)he need not reapply for a period of two years.

This eligibility list may stand for a period of up to two (2) years.

Top candidates will be referred to the specific school to be interviewed by the principal and/or designee when a vacancy occurs.

All Unit III vacancies of Grade 7 and above that are not filled from within the immediate administrative unit shall be advertised in writing and posted on Unit III bulletin boards throughout the school system. These positions may not be filled on a permanent basis before ten workdays from the date of the written advertisement nor before all qualified candidates applying within those ten days have been considered. All vacancies below Grade 7 will be posted within the school which has the vacancy and sent to the Union President concurrently. When a shift

vacancy occurs, the senior most employee applying in the work location where the vacancy has occurred shall be considered for the transfer before an employee from some other location.

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

Unit III members wishing a transfer to a vacancy which would not be subject to posting may submit a request in writing for consideration when such a vacancy occurs. When there is a vacancy to be filled, first consideration will be given to present employees who have a current transfer request on file in the Division of Human Resources for such a position.

### **Section 3: Reduction in Force**

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

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

Any Unit III employee whose position is abolished shall be allowed to bump any employee with less seniority in the same job class, or less seniority in a series of classes within the school system as determined by the Division of Human Resources.

### **Section 4: Recall**

When a Unit III member has been laid off his/her name shall be placed on a recall list for that job function for a maximum period of two (2) years. Recalls shall be accomplished by certified mail. If at any time during the recall period an offer of recall is declined, the employee shall forfeit all recall rights.

Persons on the recall list for an administrative unit shall be assigned to vacancies in their job functions in that unit in the order of seniority. In no case shall a new employee be hired until all laid off persons on the recall list have been assigned or have declined an offer. Recalled employees shall not be required to serve a new probationary period.

### **Section 5: Involuntary Transfer Procedures**

The following language does not preclude the Superintendent's right to administratively transfer personnel without regard to these procedures. Should it be necessary for the Board to involuntarily transfer (excess) Unit III employees from any school or work location, the following steps shall be taken:

1. Volunteers within the class and grade who are qualified for the new assignment as determined by the Director of Human Resources shall be sought from the affected school or work location.
2. If the number of volunteers exceeds the number to be involuntarily transferred, the most senior qualified employees within the class and grade from among the volunteers shall be transferred unless the Division of Human Resources determines that services/functions would be adversely affected.
3. Should no volunteers be found, the least senior employees within class and grade in the affected school or work location shall be involuntarily transferred unless the Division of Human Resources determines that services/functions would be adversely affected.

4. The employees subject to an involuntary transfer shall have the opportunity by seniority, within class and grade, to select from all openings available at the time of transfer if qualified as determined by the Division of Human Resources.
5. If, upon the exhaustion of the above selection process, the employees do not select an available opening and one or more of such openings still exist, the Director of Human Resources shall assign such remaining unassigned employees to remaining openings. An employee who declines the final written offer of assignment shall be considered as having voluntarily resigned employment.
6. No vacancies shall be filled by temporary employees or new hires until all employees who have been excessed have been offered a position.

If an "excess" employee is involuntarily transferred from a school or work location, any vacancies at the school or work location as determined by the Division of Human Resources shall not be filled by any temporary employees or new hires until the involuntarily transferred employee that had been affected by the transfer has been offered an opportunity to return to the position or work location to which the employee had previously been assigned if such a vacancy occurs within a year of the original transfer. If an employee is returned to his/her previous position/work location, the return would void his/her involuntary transfer status. An employee who declines a final written offer to return to the previously held assignment before the involuntary transfer shall be considered as having voluntarily transferred to the presently held assignment.

## **ARTICLE 8 HOLIDAYS**

### **Section 1: Holidays Recognized and Observed**

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

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

Holidays will be observed on the dates on which they fall with the following exceptions:

Whenever any of the holidays listed above fall on a Saturday, the preceding Friday shall be observed as the holiday.  
Whenever any of these holidays fall on a Sunday, the following Monday shall be observed as the holiday.

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

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

**Section 2: Holiday Leave**

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

**Section 3: Holiday Work**

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

**Section 4: Holiday Hours for Overtime Purposes**

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

**Section 5: Holidays During Leave**

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

**Section 6: Failure to Report on Holiday**

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

**ARTICLE 9  
VACATION/ANNUAL LEAVE**

**Section 1: Rate of Earning**

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

<u>Length of Service</u>	<u>No. Days Leave</u>	<u>Maximum No. Days Per Year</u>
First 5 years	1 /month	12
6-14 years inclusive	1-1/2 /month	18
15th year and thereafter	1 /pay period	26

**Section 2: Pay Rate During Vacation**

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

**Section 3: Accumulation and Conversion**

By April 1, the Board will advise those employees in danger of exceeding their accumulated annual leave carryover, which is a total of 24 days for 1-5 years employment; 30 days for 6-14 years employment and 38 days for 15 or more years of employment as of July 1 of any given year. Unused annual leave which would be lost because of the limitation on carry-over shall be converted to accumulated sick leave provided that there not be more than fifteen sick leave days credit per year.

In his/her last year of employment prior to retirement, a Unit III member may carry over 18 days of unused annual leave to give him/her a maximum of 44 days at the end of his/her last year prior to retirement, provided they have worked 15 years or more.

**Section 4: Work During Vacation**

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

**Section 5: Usage of Annual Leave**

Unit III employees shall request annual leave in advance, using the appropriate form. An emphasis will be made with supervisors on the use of annual leave which is requested in advance and subject to approval.

Requests will be made in accordance with the following time frames:

- One (1) day of leave requires 24 hours notice (excluding Saturday, Sunday, and holidays)
- Up to three (3) days of leave requires 48 hours notice.
- More than three (3) days requires 72 hours notice.

Emergency annual leave may be granted on occasions when it is not possible to obtain prior approval for such leave. Vacation preference for Unit III members should be determined on the basis of seniority, provided work operations would not be adversely affected.

**ARTICLE 10  
SICK LEAVE**

**Section 1: Accrual Rate**

Unit III employees shall receive 11 days of sick leave for 10-month employees and 13 days for 12-month employees. Regular Unit III employees shall earn sick leave at the rate of one half day per pay period of active duty. Unit III employees who have been employed ten (10) years or more shall receive an additional one (1) day per year effective July 1, 1997; and an additional one (1) day per year effective July 1, 1998.

Effective July 1, 1999, Unit III employees shall receive 11 days of sick leave for 10-month employees and 13 days for 12-month employees. Regular Unit III employees shall earn sick leave at the rate of one half day per pay period of active duty. Unit III employees who have been employed ten (10) years or more shall have available two (2) additional days at the start of the fiscal year for a total accrual of 13 days of sick leave for 10-month employees and 15 days for 12-month employees.

Unit III employees who have perfect attendance for an entire fiscal year shall receive their birthday as a paid holiday the following fiscal year. Unit III employees who use no sick leave between July 1 and June 30 shall have their birthday as a holiday the following fiscal year.

Any employee whose birthday falls on a non-workday and who has perfect attendance for an entire fiscal year will be allowed to take off a day during the following fiscal year as a holiday. This designated day of paid leave is subject to the same approval procedures as annual leave.

**Section 2: Maximum Accumulation**

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

**Section 3: Usage**

Unit III members may use sick leave for personal illness, which includes necessary medical, dental, or optical examinations and/or treatment. The Unit III member may use up to the number of days earned in a given year for illness in the immediate family, which is interpreted as parent, child, brother, sister, husband, or wife; provided that an additional 15 days of available sick leave may be used in the case of the illness of a parent who has regularly lived in the member's household. Unit III members may request to use additional accumulated sick leave in cases of serious illness of a child or spouse. Once this leave is exhausted Family Medical Leave Act may be requested under the provisions of Article 11, The Family Medical Leave Act and related Board Policies and Procedures.

**Section 4: Usage Intervals**

Unit III members may take sick leave in half (1/2) day increments with the approval of their supervisors.

### **Section 5: Notification to Employer**

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

### **Section 6: Proof of Illness**

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

### **Section 7: Maternity Leave**

- (a) Maternity leave shall be limited to permanent Unit III employees.
- (b) Unit III employees may use accrued sick leave for any pregnancy connected disability until the leave is expended or until they return to work, whichever occurs first. An employee must submit to her supervisor and the Director of Human Resources, as soon as possible after the termination of the pregnancy, a written certification from the attending physician specifying when the employee will be physically able to return to work.
- (c) Employees may continue to work for as long as they are physically able before the date of delivery, provided a written certification from the attending physician stating that continued employment would not be injurious to the health and safety of others is submitted to and approved by her supervisor and the Director of Human Resources. The employee may also return to work as soon as physically able following termination of pregnancy unless she resigns, or requests FMLA Leave, under the provisions of Article 11, The Family Medical Leave Act and related Board Policies and Procedures, or requests Leave of Absence.

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

- (d) Permanent Unit III members may be granted up to a four months maternity leave without pay if they wish to be away from the job longer than the period of disability associated with childbirth.
- (e) During the employee's leave her vacancy becomes an "obligated position" which shall be reserved for the employee upon her return to duty. If a replacement is required, such replacement will be hired on a temporary appointment. When an employee on leave is ready to return to duty from maternity leave, she shall notify the Director of Human Resources in writing of this fact and indicate the date of return at least fifteen days in advance of the return date. Such notice shall include a medical certificate indicating ability to return to duty and date.
- (f) If the individual case required an extension of maternity leave for medical reason, the employee must request such extension in writing within fifteen days prior to the expiration of the period originally granted. Such request shall be accompanied by a medical certificate.
- (g) The person occupying the position on a temporary basis shall be notified, in writing, of the termination of his/her temporary appointment when the regular employee is to return or resigns. Such notice to the temporary employee shall be issued so that employee shall have at least seven calendar days notice of separation.

**Section 8: Pay for Sick Leave**

A classified employee who retires from service with the public schools of Anne Arundel County in accordance with the provisions of the Maryland State Employees' Retirement System shall be paid thirty dollars (\$30) per day for all unused accumulated sick leave. This provision shall be applicable to an employee who vests his/her retirement contributions after having been a member of the retirement system for fifteen or more years. Designated beneficiaries of vested Unit III members who die while working for the school system, shall receive thirty dollars (\$30) per day for all unused accumulated sick leave. Effective July 1, 1998, the rate shall be increased from thirty dollars (\$30) per day to thirty-five dollars (\$35) per day.

**Section 9: Advanced Sick Leave**

All Unit III members with at least five (5) years service may request up to ten (10) days advance sick leave. Such requests will only be considered after the Unit III member has exhausted all sick and annual leave and has maintained a satisfactory sick leave record.

**Section 10: Reinstatement of Sick Leave**

Any Unit III employee who is re-employed within five (5) years of his/her separation date shall be credited with unused sick leave he/she had accumulated and not taken during his/her previous employment with the Board.

**Section 11: Sick Leave Bank**

The purpose of the sick leave bank is to provide sick leave to contributors to the bank after the member's accumulative and anticipated sick leave have been exhausted.

The definition of this type of sick leave shall be that leave that is granted to an employee, who through personal catastrophic illness, injury, or quarantine, is unable to perform the duties of his or her position. Sick leave from the bank may not be granted for the period of disability when monies are paid to the employee under workers' compensation law.

A three-member approval committee, consisting of members selected by the Union, shall have the responsibility of receiving requests, verifying the validity of requests, approving or denying requests, and communicating its decision to the member and to the Director of Human Resources. The rules of procedure and general criteria will be developed by a three (3) member rules committee appointed by the President of the Union. These rules must be approved by the President of the Union and the Superintendent before said rules take effect. Once approved, the rules will be widely distributed by the approval committee.

The Director of Human Resources shall verify payment of approved bank grants.

All employees on active duty in the Anne Arundel County Public Schools, for which the Union is the exclusive agent, are eligible to contribute to the sick leave bank. Contributions can be made at any time during the year. An employee may join the sick leave bank only after having accumulated two hundred (200) hours of sick leave (25 days).

The initial contribution to the bank will be made at the time of joining the bank, and future contributions will be based on need as recommended by the sick leave bank committee and agreed upon by the Union and the Superintendent. All donations will remain in force and cannot be returned even upon cancellation of membership. The bank can be used on the fourth duty day of absence during the member's disability. The three (3) day deductible will apply to each disability but will be waived for relapses of the same disability. The maximum number of sick days that can be granted in any one (1) fiscal year will be the remaining number of duty days a member is scheduled to work, plus included holidays or vacation days that would normally accrue during this period. In no case will the granting of more leave from the bank cause a member to receive more than his or her annual salary.

All unused sick leave days in the bank at the end of the fiscal year shall be carried over to the next fiscal year.

The Board will sponsor cost of the sick leave bank but not beyond \$200,000 per year. Money expended shall be calculated as days used times average daily salary for Unit III members.

AFSCME shall indemnify and hold harmless the Board regarding any legal claims, actions or suits relating to AFSCME's administration, function, and operation of the Sick Leave Bank.

## **ARTICLE 11 OTHER LEAVES**

### **Section 1: Eligibility Requirements**

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

### **Section 2: Application for Leave**

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

### **Section 3: Adoption Leave**

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

### **Section 4: Family Medical Leave Act (FMLA) Leave**

- (A) FMLA benefits are available to all Unit III members who have worked at least 12 months during the preceding 12 month period. The 12 month work period shall be from the date of the member's hire.
- (B) The 12 month period for FMLA will be the fiscal year.
- (C) The Unit III member must use available sick leave prior to going on unpaid FMLA leave. The Unit III member may elect whether or not to use other available paid leave while on FMLA leave.
- (D) FMLA Leave may be used for serious health conditions of those persons covered by "illness in immediate family" of the contracts of the respective units as long as the current year's available sick leave (15) days has been used.
- (E) If a Unit III member is on paid leave because of his or her own serious health condition, and such leave is pursuant to a sick leave bank grant or is covered by workers' compensation, such leave would be exempt from the Unit III member's FMLA entitlement.
- (F) All benefits will continue as provided in the negotiated agreements of the respective units.
- (G) At the Unit III member's option, the Board will pay the Unit III member's share of the insurance premium during the leave. The Unit III member, on return, will repay the Board for those premiums under a mutually convenient pay plan.
- (H) Leave taken intermittently or on a reduced leave schedule is not permitted for child care.
- (I) Except in unusual circumstances when FMLA-Leave is taken near the end of an academic term, the Board will not mandate FMLA extensions.
- (J) Except in unusual circumstances upon return from FMLA Leave, a Unit III member will return to his/her position.

(K) An oversight committee comprised of the President and chief negotiator of each unit and the Board's representatives shall be formed and will meet at least annually.

**Section 5: Bereavement Leave**

Each Unit III member shall be granted four calendar days of absence without loss of salary on the death of a child, stepchild, parent, stepparent, spouse, sibling, stepbrother, stepsister, aunt, uncle, parent-in-law, son-in-law, daughter-in-law, sister-in-law, brother-in-law, niece, nephew, grandparent, grandchild, spouse's grandparent, or one who has lived regularly in the household of the member. One of the four (4) days must be the day of the funeral or interment. The remaining three days (3) may be taken either immediately before, immediately after, or surrounding the day of the funeral or interment, to meet the needs the circumstances dictate for the Unit III member. Upon written request from the member, stating the circumstances which made additional time necessary, the Superintendent may authorize five (5) calendar days.

**Section 6: Jury Duty**

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

**Section 7: Court Summons**

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

**Section 8: Conference Attendance**

Upon written request to the Director of Human Resources, administrative leave with pay may be granted for up to four (4) representatives from Unit III who may be released each fiscal year for a maximum of five (5) days to attend an official National, Regional or Statewide convention or conference of AFSCME which will improve job related skills. Administrative leave may be granted for up to two representatives from Unit III who may be released each fiscal year for a maximum of five (5) days to attend an official National, Regional or Statewide convention or conference of AFSCME. Accrued annual leave, where applicable, may be used. Employees not having annual leave shall take leave without pay. The written request for leave shall be submitted at least seven (7) working days in advance to the Director of Human Resources/Designee.

**Section 9: Injury on Job**

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

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

- (A) He/she may elect to use his/her earned annual leave (vacation) during which period he/she shall receive his/her regular salary plus any amount awarded as temporary total disability payments under Workers' Compensation Law.
- (B) He/she may elect to use his/her earned sick leave credits, during which period he/she shall receive his/her regular salary, provided any amount awarded as temporary total disability payments under Workers' Compensation Law is endorsed by the employee over to the Board of Education of Anne Arundel County.

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

**Section 10: Personal Business**

Permanent Unit III members who do not earn annual leave may be granted two days of personal business leave per year which is not accumulative. This leave is granted under the following conditions:

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

**Section 11: Study**

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

**Section 12: Benefits While on Leave**

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

If a Unit III member who was injured on the job has exhausted his/her special leave for injury on the job and his/her accumulated sick leave and annual leave and is still receiving Workers' Compensation for temporary total disability, the Board will continue to pay its share of the premium for Blue Cross-Blue Shield insurance if applicable, provided the employee sends his/her share of the premium monthly to the Board of Education office. The Board will pay its share of the premium for a maximum period of 24 months while the Unit III member is a Board employee.

**Section 13: Religious Observance**

Unit III members may be granted up to three (3) days per school year with pay for observance of religious holy days where work on such days would make observance of their religion difficult or impossible, as verified by the proper religious authorities.

**Section 14: Other Leave**

The President of AFSCME shall, upon request, be granted leave with pay and benefits and the continued accrual of seniority for the term of office. Upon the expiration of the leave of absence, the President will be returned to the position previously held or to a comparable position for which he/she is qualified.

**ARTICLE 12  
HOURS OF WORK**

**Section 1: Regular Hours**

With the exception of transportation employees, the regular hours of work for permanent custodial, maintenance, food service, warehouse, and mail and print shop employees in Unit III shall be consecutive except that they normally will be interrupted by a lunch period of non-duty time except in emergencies.

**Section 2: Work Schedule**

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

**Section 3: Rest Periods**

A Unit III member shall be permitted to take a break of 15 minutes during each one-half shift. No reporting times or leaving times shall be adjusted because of the failure of an employee to take a break.

**Section 4: Call-back Pay**

Any full-time classified employee who is directed by competent authority to report back to work on an assignment which is not contiguous with his/her regular work schedule shall be paid at the applicable hourly rate for all hours of work on such employee's assignments but in no event shall the amount of pay earned for such emergency assignments in any one 24-hour period be less than the equivalent of four (4) hours pay at such employee's regular straight time rate of pay. If the same employee is called back a second time within the same 24 hour normal day he/she shall receive no less than the equivalent of a total of six (6) hours pay at straight time.

**Section 5: Paid Meals**

Each Unit III member required to work in excess of twelve consecutive hours in a workday and each employee required to work in excess of four (4) consecutive hours on a call-back shall receive seven dollars and fifty cents (\$7.50) toward the purchase of a meal if the extra work extends through the normal meal hour. Effective July 1, 1998, the rate shall increase from seven dollars and fifty cents (\$7.50) to ten dollars (\$10.00) toward the purchase of a meal if the extra work extends through the normal meal hour.

**Section 6: Hours - Inclement Weather**

Unit III employees who are required to report to work when Central Offices are closed due to inclement weather shall be given an additional annual leave day. Unit III employees who become stranded overnight at their work location due to inclement weather shall receive an additional annual leave day. The board shall make an effort where practical to assign second shift employees to the first shift duty for emergency clean-up during inclement weather and during the summer.

**Section 7: Redistribution of Pay 10-Month Employees**

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

**Section 8: Weekend Checks**

Unit III employees who are required to perform weekend checks shall be paid overtime at the appropriate rate at a minimum of 2 1/2 hours for Saturday and an additional 2 1/2 hours for Sundays and holidays where applicable.

**Section 9: Bus Field Trips, Bus Drivers and Attendants**

Bus field trips and bus routes will normally be posted for ten (10) days when they become available. Full-time drivers and aides who are interested shall submit their names for consideration. The Board shall assign available bus routes and field trips mainly on the basis of seniority and safe driving records as well as other related factors.

**Section 10: Innovative Work Schedules**

When mutually agreeable to an employee and the Board, innovative work schedules may be implemented. The interpretation of overtime hours will be mutually agreed upon by the Board and the Union before implementation.

**ARTICLE 13**  
**OVERTIME**

**Section 1: When Paid**

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

- (A) All work in excess of eight hours per day.
- (B) All work in excess of forty hours in any week.
- (C) Any work on a holiday recognized by the Board.

**Section 2: Sunday Rate**

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

**Section 3: Voluntary**

Overtime shall be voluntary except in emergencies.

**Section 4: Distribution**

In each work location overtime opportunities will be distributed equitably among all interested and qualified Unit III employees. First preference will be given to Operations personnel who are assigned to specific facilities to include Preventive Maintenance Teams, Boiler and Calibration Teams. A posting shall be made of all building usage contracts when Unit III employees shall be required to be on the site.

**Section 5: Community Use**

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

**ARTICLE 14  
SAFETY AND HEALTH**

**Section 1: Board-Union Cooperation**

The Employer and the Union shall cooperate in the enforcement of safety. Unit III employees shall use equipment and tools solely for the purpose for which they were designed. They shall exercise proper care in the handling, storage, and maintenance of equipment and tools to prevent damage to them and injury to themselves and others. No employee shall be required to operate an unsafe piece of equipment. If an employee feels that a piece of equipment he/she must operate is unsafe, he/she shall report it to the supervisor who shall make sure an inspection is made by a qualified individual as soon as possible. The appropriate safety equipment shall be provided those employees who are required by management to perform certain duties. However, the purpose shall be not to require employees to perform unsafe duties.

**Section 2: Safety Committee**

A joint committee shall be established with the goal of eliminating accidents and health hazards to the extent possible, which shall be comprised of three (3) members of whom shall be appointed by the Union and three (3) members of whom shall be appointed by the Board. The safety committee shall meet not less than quarterly, at a time and place mutually agreeable.

**ARTICLE 15  
UNION BULLETIN BOARDS, DELIVERY SERVICES**

**Section 1: Bulletin Boards**

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

**Section 2: Delivery Service**

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

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

- (B) Advocacy of action on the part of employees which is contrary to policies, regulations, and directives of the Board or its staff.
- (C) Political materials.
- (D) Materials advertising brand name products or business establishments.

## **ARTICLE 16**

### **EMPLOYEE BENEFITS**

#### **Section 1: Hospital-Medical Insurance**

Effective July 1, 1997, through December 31, 2000, Article 16, Employee Benefits will be as follows:

- (A) The Board will pay 90% of the Preferred Provider Network (PPN/PPO) premium toward the cost of a Board-sponsored Traditional, Preferred Provider Network (PPN/PPO), Point of Service (POS), or a Health Maintenance Organization (HMO) health care plan.

The Board will pay 85% of the premium of the Traditional Dental Plan towards Traditional Dental or Dental Preferred Provider Organization.

The Board will pay 85% of the premium for the vision plan.

Coverage is available on an individual, husband, wife, parent & child or family basis for Unit III members who elect to enroll during the annual open enrollment period or within 30 days after the effective date of their employment.

Traditional Indemnity Plan (TIP) - Maximum Benefits unlimited, previously Major Medical Maximum was \$100,000

TIP - Family Deductible, previously \$100 per individual, now \$300-essentially puts a cap on the number of individual deductibles

TIP - Well baby previously 80% after deductible, now 100%

TIP - Routine OBGYN previously not covered, now 100%

TIP - Routine Physicals previously not covered, now 100%

PPN - Lifetime maximum in-network previously \$1,000,000, now unlimited

PPN - Mental and Nervous payment schedule in-network was 80%, 65%, 50%, now \$15, and \$25, \$35, and out-of-network now 80%, 50% and 40%

- (B) A premium conversion plan, which allows Unit III members to pay health care premiums with pre-tax dollars, will be in effect.
- (C) A Cost Containment Program will be included in the Board's group health plan which will consist of an Integrated Health Management Program, a Mental Health Program and any additional cost containment programs that are mutually agreed to by the Board and the Union.
- (D) The Blue Cross/Blue Shield FreeState Health Plan HMO, which combines the current CareFirst and CFS HMO Columbia Medical Plan and adds the Delmarva HMO, will be available as an HMO option. There will be a minimum of two (2) HMO offerings.
- (E) Unit III members enrolled in the Major Medical Only program will pay 50% of the major medical premium.
- (F) The Traditional, Preferred Provider Network, Point of Service, and Major Medical Only plans will include a Prescription Card component within the benefit coverage.

**PLAN BENEFITS ARE AS DESCRIBED IN EMPLOYEE BENEFITS BOOKLET AS OF JANUARY 1, 1997.**

The Board reserves the right to bid the Board-sponsored health plan. The Union will be a party to the selection process regarding all respondents to the R.F.P. The Board will continue to pay the % stated above towards the premium cost for a period of three (3) months for an individual who, after using his own sick leave allowance, is placed on a qualified approved leave of absence for personal illness.

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

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

**Section 2: Flexible Spending Account**

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

**Section 3: Term Life Insurance**

A term life insurance policy for \$35,000 with full cost paid by the Board shall be provided for each Unit III member. An optional term life insurance policy for \$5,000 units to the maximum of \$85,000 with full premium paid by the Unit III member shall also be provided through payroll deduction if participation by the Board's employees meet the minimum requirements of the carrier. Effective July 1, 1998, a term life insurance policy for \$50,000 with full cost paid by the Board shall be provided for each Unit III member. An optional term life insurance policy for \$5,000 units to the maximum of \$100,000 with full premium paid by the Unit III member shall also be provided through pay deduction if participation by the Board's employees meet the minimum requirements of the carrier.

**Section 4: U.S. Savings Bonds**

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

**Section 5: Authorized Trip**

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

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

**Section 6: Personal Property Damage**

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

**Section 7: Allotment for Purchase of Uniforms**

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

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

Maintenance	5 pants, 5 shirts
Painters	5 pants, 5 shirts

Cafeteria employees shall receive a uniform allotment of \$115. Summer weight shirts and women's sizes will be part of the bid specification for uniforms.

The Board shall supply safety work shoes/boots to any employees when required to do so by the employer. The allotment shall be on a direct exchange basis, as approved by the supervisor, and the specifications shall be reviewed and commented upon by the Safety Advisory Committee.

The Safety Advisory Committee shall recommend to the appropriate department/division supervisor the classifications/occupations/positions which will be required to wear safety work shoes/boots at all times. Upon issuance, employees shall be required to wear work safety shoes/boots while performing those duties requiring the protection of work safety shoes/boots.

**Section 8: Retirement Counseling**

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

**Section 9: Union Insurance Program**

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

**ARTICLE 17  
MANAGEMENT RESPONSIBILITY**

**Section 1: Effect of Agreement**

Nothing in this Agreement shall be construed as delegating to others the authority conferred by law on the Board, or in any way abridging or reducing such authority.

Except as expressly provided otherwise in this Agreement, the determination and administration of school policy, the operation and management of the schools, and the direction of employees are vested exclusively in the Board.

**ARTICLE 18  
WAGES AND TRAVEL PAY**

**Section 1: Hourly Rates**

The salaries and longevity for Unit III members covered by this agreement for July 1, 1997 - December 31, 1997, are set forth in Appendix A. Eligible employees may receive 0%, 2-1/2%, 5% or 7-1/2% merit raises based on their annual evaluation. There will be a mid-term review as part of the annual evaluation.

The salaries and longevity for Unit III members covered by this agreement for January 1, 1998-June 30, 2000, are set forth in Appendix B.

- In FY98, implement step increment for eligible employees mid-year. For 10-month employees mid-year = February, for 12-month employees mid-year = January.
- Add a new Step 11 at 2.5% mid-year.
- Implement Single Salary Schedule Appendix B mid-year which includes a 1% mid-year increase.

After receiving her/his annual step-increment on Appendix A, if applicable, Unit III employees will transition to the new FY98 Unit III Single Salary Schedule on Appendix B to the new comparable step/salary nearest to but greater than the salary prior to the transition.

If the total percentage for salary scale adjustments negotiated by the Board of Education for any of its employees for the next fiscal year is greater than the total percentage negotiated with AFSCME, then the Board of Education shall make adjustments to maintain comparability within the same year the Board adjustments occur.

The preceding paragraph of Section 1 shall expire effective June 30, 1998, yet shall be subject to renegotiations. The remaining provisions of Section 1 shall be reopened for negotiations in its entirety for FY99 and FY2000.

### **Section 2: Shift Differential**

A wage differential of \$.45 per hour shall be paid to:

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

Effective July 1, 1998, a wage differential of \$.50 per hour shall be paid to:

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

A wage differential of \$.49 shall be paid to:

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

Beginning in FY2000 Shift Differential will increase by the same percentage increases (COLA) as applied in future year(s) to the Single Salary Schedule.

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

### **Section 3: Payroll Distribution**

Delivery of paychecks shall be made on every second Wednesday.

### **Section 4: Payroll Information**

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

For ten month Unit III members, one twenty-second of each member's salary shall be paid to a lead bank every two weeks for the ten months of employment. For twelve month Unit III members, one twenty-sixth of each member's salary shall be paid to the lead bank every two weeks for the twelve months of employment. The lead bank shall be chosen by the Board. Salary payments shall be calculated two weeks subsequent to the period of earnings. The first payment will be made either the second or third week in September. The Board shall, at the biweekly pay periods, provide to each member a statement of all monies earned, deductions and reductions made and the net amount deposited in the member's name with the lead bank.

The lead bank will deposit or transfer the Unit III member's pay as directed by that individual. The lead bank may deposit the member's pay in a charge-free checking account at the lead bank, forward the pay to savings or investment accounts in the lead bank as directed, or transfer the pay to a selected home bank. The member may stipulate the placement or transfer of funds by written direction.

### **Section 5: Temporary Assignment**

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

### **Section 6: Mileage Rate for Travel**

Unit III members' use of a private automobile for authorized transportation while on duty shall be reimbursed at the rate of twenty-four cents (\$.24) per mile. Those Unit III members in maintenance or operation positions who must drive their car or truck at the specific request of their supervisor shall be reimbursed at the rate of thirty cents (\$.30) per mile. Food service employees who transport food to satellite schools shall receive \$3.75 for less than ten (10) miles per day and \$5 for ten (10) miles or more per day. All other food service employees who have authorized travel in excess of ten miles per day shall be reimbursed at the rate of thirty cents (\$.30) per mile.

### **Section 7: Longevity**

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

On completion of 7 years of continuous service a longevity increase calculated at 4% of the employee's current grade and step.

On completion of 12 years of continuous service a longevity increase calculated at 8% of the employee's current grade and step.

On completion of 17 years of continuous service a longevity increase calculated at 12% of the employee's current grade and step.

On completion of 22 years of continuous service a longevity increase calculated at 16% of the employee's current grade and step.

To implement the new longevity plan, the following rules shall be applied:

- Employees currently at longevity steps 7, 12, and 17 years as of June 30, 1997, shall continue to receive 5%, 10%, and 15% until such time that he/she attains the next longevity step of 12, 17, or 22 years of service.
- Upon attaining 12, 17, or 22 years of service, these employees will receive 8%, 12%, or 16% increase based upon credited years of service.
- Effective July 1, 1997, and thereafter, employees who attain 7 years of service, shall receive a 4% longevity increase, with additional longevity increases for 12, 17, and 22 years of credited service at 8%, 12%, and 16% respectively.

### **Section 8: Lift Bus Attendants - Wage Differential**

Bus attendants who are required to operate lift apparatus and/or are required to lift orthopedically disabled persons on/off buses shall receive a wage differential of \$.35 cents per hour.

### **Section 9: Cafeteria Manager's Wage Rates**

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

**Section 10: Tuition Reimbursement**

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

\$2,500 will be set aside for tuition reimbursement for Unit III employees. The following conditions shall apply for reimbursement:

Courses for reimbursement must be job-related and have the approval of the Supervisor of Labor Relations and Classified Personnel prior to enrollment.

Each Unit III employee may receive a maximum of one hundred dollars per school year. In graded courses, the employee must earn a grade of "C" or better before reimbursement will be approved.

**ARTICLE 19  
WORK STOPPAGE**

**Section 1: Strikes**

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

**Section 2: Lock out**

The Board will not lock out any Unit III member.

**ARTICLE 20  
SEVERABILITY**

**Section 1: Effect of Invalid Portion of Agreement**

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

**ARTICLE 21  
PERSONNEL FILES**

**Section 1: No Unfavorable Entry**

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

**Section 2: Personnel Files Open to Employee**

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

**Section 3: Files Inspection Limited**

A Unit III member's personnel file shall normally be open to inspection only by administrative and supervisory personnel and by the clerical staff of the office where the file is located. The Union President/Vice-President shall be given access to review the personnel record of an employee and obtain copies of that file upon the express written authorization of the employee on a Board authorized form.

**ARTICLE 22**  
**EFFECTIVE PERIOD OF AGREEMENT**

**Section 1: Dates: Provision for Amending**

This Agreement shall become effective as of July 1, 1997, and shall continue in full force and effect until June 30, 2000. It is further understood that this Agreement can be added to, amended or modified only by a document in writing, which has been ratified by the parties following negotiations mutually agreed to by the Board and the Union.

The following Agreement for 1997-2000, was reached by the undersigned on May 7, 1997, and submitted for ratification to AFSCME and the Board:

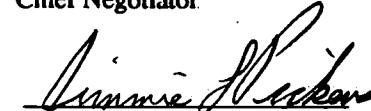
**FOR THE BOARD:**

**FOR AFSCME:**

  
Stephen J. Flavin  
Chief Negotiator

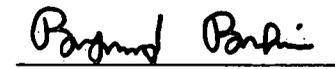
  
Thomas B. Kelleher  
Chief Negotiator

  
Ralph Luther  
Negotiator

  
Jimmie L. Pickens  
Negotiator

  
James Sollers  
Negotiator

  
George Rehorn  
Negotiator

  
Raymond Rankin  
Negotiator

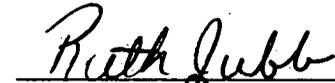
  
Glen Sellman  
Negotiator

  
Ron Reckling  
Negotiator

  
Kevin Simms  
Negotiator

  
Oressa Coates  
Negotiator

  
Lisa Pitt  
Negotiator

  
Ruth Jubb  
Negotiator

  
Donald Grebos  
Negotiator

  
Alfreda Adams  
Negotiator

Following mutual ratification, the parties hereunto set their hands and seals on May 7, 1997.

**BOARD OF EDUCATION OF ANNE ARUNDEL COUNTY**

  
Carol S. Parham  
Superintendent of Schools

  
Joseph H. Foster  
President

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

  
Thomas B. Kelleher  
Senior Council Representative

  
Jimmie Pickens  
President

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**APPROVED AFSCME SALARY SCALE (HOURLY)**  
**FY 98 July 1, 1997 through Mid-Year\***

Appendix A

Steps	1	2	3	4	5	6	7	8	9	10
Grade 4 - Hourly	\$8.25	\$8.46	\$8.67	\$8.89	\$9.11	\$9.34	\$9.57	\$9.81	\$10.06	\$10.31
Longevity - 7 Years - 5%	\$8.66	\$8.88	\$9.10	\$9.33	\$9.57	\$9.81	\$10.05	\$10.30	\$10.56	\$10.83
Longevity - 12 Years - 10%	\$9.08	\$9.31	\$9.54	\$9.78	\$10.02	\$10.27	\$10.53	\$10.79	\$11.07	\$11.34
Longevity - 17 Years - 15%	\$9.49	\$9.73	\$9.97	\$10.22	\$10.48	\$10.74	\$11.01	\$11.28	\$11.57	\$11.86
Grade 4 - Hourly	\$8.25	\$8.46	\$8.67	\$8.89	\$9.11	\$9.34	\$9.57	\$9.81	\$10.06	\$10.31
Longevity - 7 Years - 4%	\$8.58	\$8.80	\$9.02	\$9.25	\$9.47	\$9.71	\$9.95	\$10.20	\$10.46	\$10.72
Longevity - 12 Years - 8%	\$8.91	\$9.14	\$9.36	\$9.60	\$9.84	\$10.09	\$10.34	\$10.59	\$10.86	\$11.13
Longevity - 17 Years - 12%	\$9.24	\$9.48	\$9.71	\$9.96	\$10.20	\$10.46	\$10.72	\$10.99	\$11.27	\$11.55
Longevity - 22 Years - 16%	\$9.57	\$9.81	\$10.06	\$10.31	\$10.57	\$10.83	\$11.10	\$11.38	\$11.67	\$11.96
Grade 5 - Hourly	\$8.65	\$8.87	\$9.09	\$9.32	\$9.55	\$9.79	\$10.03	\$10.28	\$10.54	\$10.80
Longevity - 7 Years - 5%	\$9.08	\$9.31	\$9.54	\$9.79	\$10.03	\$10.28	\$10.53	\$10.79	\$11.07	\$11.34
Longevity - 12 Years - 10%	\$9.52	\$9.76	\$10.00	\$10.25	\$10.51	\$10.77	\$11.03	\$11.31	\$11.59	\$11.88
Longevity - 17 Years - 15%	\$9.95	\$10.20	\$10.45	\$10.72	\$10.98	\$11.26	\$11.53	\$11.82	\$12.12	\$12.42
Grade 5 - Hourly	\$8.65	\$8.87	\$9.09	\$9.32	\$9.55	\$9.79	\$10.03	\$10.28	\$10.54	\$10.80
Longevity - 7 Years - 4%	\$9.00	\$9.22	\$9.45	\$9.69	\$9.93	\$10.18	\$10.43	\$10.69	\$10.96	\$11.23
Longevity - 12 Years - 8%	\$9.34	\$9.58	\$9.82	\$10.07	\$10.31	\$10.57	\$10.83	\$11.10	\$11.38	\$11.66
Longevity - 17 Years - 12%	\$9.69	\$9.93	\$10.18	\$10.44	\$10.70	\$10.96	\$11.23	\$11.51	\$11.80	\$12.10
Longevity - 22 Years - 16%	\$10.03	\$10.29	\$10.54	\$10.81	\$11.08	\$11.36	\$11.63	\$11.92	\$12.23	\$12.53
Grade 6 - Hourly	\$9.10	\$9.33	\$9.56	\$9.80	\$10.05	\$10.30	\$10.56	\$10.82	\$11.09	\$11.37
Longevity - 7 Years - 5%	\$9.56	\$9.80	\$10.04	\$10.29	\$10.55	\$10.82	\$11.09	\$11.36	\$11.64	\$11.94
Longevity - 12 Years - 10%	\$10.01	\$10.26	\$10.52	\$10.78	\$11.06	\$11.33	\$11.62	\$11.90	\$12.20	\$12.51
Longevity - 17 Years - 15%	\$10.47	\$10.73	\$10.99	\$11.27	\$11.56	\$11.85	\$12.14	\$12.44	\$12.75	\$13.08
Grade 6 - Hourly	\$9.10	\$9.33	\$9.56	\$9.80	\$10.05	\$10.30	\$10.56	\$10.82	\$11.09	\$11.37
Longevity - 7 Years - 4%	\$9.46	\$9.70	\$9.94	\$10.19	\$10.45	\$10.71	\$10.98	\$11.25	\$11.53	\$11.82
Longevity - 12 Years - 8%	\$9.83	\$10.08	\$10.32	\$10.58	\$10.85	\$11.12	\$11.40	\$11.69	\$11.98	\$12.28
Longevity - 17 Years - 12%	\$10.19	\$10.45	\$10.71	\$10.98	\$11.26	\$11.54	\$11.83	\$12.12	\$12.42	\$12.73
Longevity - 22 Years - 16%	\$10.56	\$10.82	\$11.09	\$11.37	\$11.66	\$11.95	\$12.25	\$12.55	\$12.86	\$13.19
Grade 7 - Hourly	\$9.56	\$9.80	\$10.05	\$10.30	\$10.56	\$10.82	\$11.09	\$11.37	\$11.65	\$11.94
Longevity - 7 Years - 5%	\$10.04	\$10.29	\$10.55	\$10.82	\$11.09	\$11.36	\$11.64	\$11.94	\$12.23	\$12.54
Longevity - 12 Years - 10%	\$10.52	\$10.78	\$11.06	\$11.33	\$11.62	\$11.90	\$12.20	\$12.51	\$12.82	\$13.13
Longevity - 17 Years - 15%	\$10.99	\$11.27	\$11.56	\$11.85	\$12.14	\$12.44	\$12.75	\$13.08	\$13.40	\$13.73
Grade 7 - Hourly	\$9.56	\$9.80	\$10.05	\$10.30	\$10.56	\$10.82	\$11.09	\$11.37	\$11.65	\$11.94
Longevity - 7 Years - 4%	\$9.94	\$10.19	\$10.45	\$10.71	\$10.98	\$11.25	\$11.53	\$11.82	\$12.12	\$12.42
Longevity - 12 Years - 8%	\$10.32	\$10.58	\$10.85	\$11.12	\$11.40	\$11.69	\$11.98	\$12.28	\$12.58	\$12.90
Longevity - 17 Years - 12%	\$10.71	\$10.98	\$11.26	\$11.54	\$11.83	\$12.12	\$12.42	\$12.73	\$13.05	\$13.37
Longevity - 22 Years - 16%	\$11.09	\$11.37	\$11.66	\$11.95	\$12.25	\$12.55	\$12.86	\$13.19	\$13.51	\$13.85
Grade 8 - Hourly	\$10.05	\$10.30	\$10.56	\$10.82	\$11.09	\$11.37	\$11.65	\$11.94	\$12.24	\$12.55
Longevity - 7 Years - 5%	\$10.55	\$10.82	\$11.09	\$11.36	\$11.64	\$11.94	\$12.23	\$12.54	\$12.85	\$13.18
Longevity - 12 Years - 10%	\$11.06	\$11.33	\$11.62	\$11.90	\$12.20	\$12.51	\$12.82	\$13.13	\$13.46	\$13.81
Longevity - 17 Years - 15%	\$11.56	\$11.85	\$12.14	\$12.44	\$12.75	\$13.08	\$13.40	\$13.73	\$14.08	\$14.43
Grade 8 - Hourly	\$10.05	\$10.30	\$10.56	\$10.82	\$11.09	\$11.37	\$11.65	\$11.94	\$12.24	\$12.55
Longevity - 7 Years - 4%	\$10.45	\$10.71	\$10.98	\$11.25	\$11.53	\$11.82	\$12.12	\$12.42	\$12.73	\$13.05
Longevity - 12 Years - 8%	\$10.85	\$11.12	\$11.40	\$11.69	\$11.98	\$12.28	\$12.58	\$12.90	\$13.22	\$13.55
Longevity - 17 Years - 12%	\$11.26	\$11.54	\$11.83	\$12.12	\$12.42	\$12.73	\$13.05	\$13.37	\$13.71	\$14.06
Longevity - 22 Years - 16%	\$11.66	\$11.95	\$12.25	\$12.55	\$12.86	\$13.19	\$13.51	\$13.85	\$14.20	\$14.56
Grade 9 - Hourly	\$10.55	\$10.81	\$11.08	\$11.36	\$11.64	\$11.93	\$12.23	\$12.54	\$12.85	\$13.17
Longevity - 7 Years - 5%	\$11.08	\$11.35	\$11.63	\$11.93	\$12.22	\$12.53	\$12.84	\$13.17	\$13.49	\$13.83
Longevity - 12 Years - 10%	\$11.61	\$11.89	\$12.19	\$12.50	\$12.80	\$13.12	\$13.45	\$13.79	\$14.14	\$14.49
Longevity - 17 Years - 15%	\$12.13	\$12.43	\$12.74	\$13.06	\$13.39	\$13.72	\$14.06	\$14.42	\$14.78	\$15.15
Grade 9 - Hourly	\$10.55	\$10.81	\$11.08	\$11.36	\$11.64	\$11.93	\$12.23	\$12.54	\$12.85	\$13.17
Longevity - 7 Years - 4%	\$10.97	\$11.24	\$11.52	\$11.81	\$12.11	\$12.41	\$12.72	\$13.04	\$13.36	\$13.70
Longevity - 12 Years - 8%	\$11.39	\$11.67	\$11.97	\$12.27	\$12.57	\$12.88	\$13.21	\$13.54	\$13.88	\$14.22
Longevity - 17 Years - 12%	\$11.82	\$12.11	\$12.41	\$12.72	\$13.04	\$13.36	\$13.70	\$14.04	\$14.39	\$14.75
Longevity - 22 Years - 16%	\$12.24	\$12.54	\$12.85	\$13.18	\$13.50	\$13.84	\$14.19	\$14.55	\$14.91	\$15.28

**APPROVED AFSCME SALARY SCALE (HOURLY)**  
**FY 98 July 1, 1997 through Mid-Year\***

Appendix A

Steps	1	2	3	4	5	6	7	8	9	10
Grade 10 - Hourly	\$11.08	\$11.36	\$11.64	\$11.93	\$12.23	\$12.54	\$12.85	\$13.17	\$13.50	\$13.84
Longevity - 7 Years - 5%	\$11.63	\$11.93	\$12.22	\$12.53	\$12.84	\$13.17	\$13.49	\$13.83	\$14.18	\$14.53
Longevity - 12 Years - 10%	\$12.19	\$12.50	\$12.80	\$13.12	\$13.45	\$13.79	\$14.14	\$14.49	\$14.85	\$15.22
Longevity - 17 Years - 15%	\$12.74	\$13.06	\$13.39	\$13.72	\$14.06	\$14.42	\$14.78	\$15.15	\$15.53	\$15.92
Grade 10 - Hourly	\$11.08	\$11.36	\$11.64	\$11.93	\$12.23	\$12.54	\$12.85	\$13.17	\$13.50	\$13.84
Longevity - 7 Years - 4%	\$11.52	\$11.81	\$12.11	\$12.41	\$12.72	\$13.04	\$13.36	\$13.70	\$14.04	\$14.39
Longevity - 12 Years - 8%	\$11.97	\$12.27	\$12.57	\$12.88	\$13.21	\$13.54	\$13.88	\$14.22	\$14.58	\$14.95
Longevity - 17 Years - 12%	\$12.41	\$12.72	\$13.04	\$13.36	\$13.70	\$14.04	\$14.39	\$14.75	\$15.12	\$15.50
Longevity - 22 Years - 16%	\$12.85	\$13.18	\$13.50	\$13.84	\$14.19	\$14.55	\$14.91	\$15.28	\$15.66	\$16.05
Grade 11 - Hourly	\$11.65	\$11.94	\$12.24	\$12.55	\$12.86	\$13.18	\$13.51	\$13.85	\$14.20	\$14.56
Longevity - 7 Years - 5%	\$12.23	\$12.54	\$12.85	\$13.18	\$13.50	\$13.84	\$14.19	\$14.54	\$14.91	\$15.29
Longevity - 12 Years - 10%	\$12.82	\$13.13	\$13.46	\$13.81	\$14.15	\$14.50	\$14.86	\$15.24	\$15.62	\$16.02
Longevity - 17 Years - 15%	\$13.40	\$13.73	\$14.08	\$14.43	\$14.79	\$15.16	\$15.54	\$15.93	\$16.33	\$16.74
Grade 11 - Hourly	\$11.65	\$11.94	\$12.24	\$12.55	\$12.86	\$13.18	\$13.51	\$13.85	\$14.20	\$14.56
Longevity - 7 Years - 4%	\$12.12	\$12.42	\$12.73	\$13.05	\$13.37	\$13.71	\$14.05	\$14.40	\$14.77	\$15.14
Longevity - 12 Years - 8%	\$12.58	\$12.90	\$13.22	\$13.55	\$13.89	\$14.23	\$14.59	\$14.96	\$15.34	\$15.72
Longevity - 17 Years - 12%	\$13.05	\$13.37	\$13.71	\$14.06	\$14.40	\$14.76	\$15.13	\$15.51	\$15.90	\$16.31
Longevity - 22 Years - 16%	\$13.51	\$13.85	\$14.20	\$14.56	\$14.92	\$15.29	\$15.67	\$16.07	\$16.47	\$16.89
Grade 12 - Hourly	\$12.23	\$12.54	\$12.85	\$13.17	\$13.50	\$13.84	\$14.19	\$14.54	\$14.90	\$15.27
Longevity - 7 Years - 5%	\$12.84	\$13.17	\$13.49	\$13.83	\$14.18	\$14.53	\$14.90	\$15.27	\$15.65	\$16.03
Longevity - 12 Years - 10%	\$13.45	\$13.79	\$14.14	\$14.49	\$14.85	\$15.22	\$15.61	\$15.99	\$16.39	\$16.80
Longevity - 17 Years - 15%	\$14.06	\$14.42	\$14.78	\$15.15	\$15.53	\$15.92	\$16.32	\$16.72	\$17.14	\$17.56
Grade 12 - Hourly	\$12.23	\$12.54	\$12.85	\$13.17	\$13.50	\$13.84	\$14.19	\$14.54	\$14.90	\$15.27
Longevity - 7 Years - 4%	\$12.72	\$13.04	\$13.36	\$13.70	\$14.04	\$14.39	\$14.76	\$15.12	\$15.50	\$15.88
Longevity - 12 Years - 8%	\$13.21	\$13.54	\$13.88	\$14.22	\$14.58	\$14.95	\$15.33	\$15.70	\$16.09	\$16.49
Longevity - 17 Years - 12%	\$13.70	\$14.04	\$14.39	\$14.75	\$15.12	\$15.50	\$15.89	\$16.28	\$16.69	\$17.10
Longevity - 22 Years - 16%	\$14.19	\$14.55	\$14.91	\$15.28	\$15.66	\$16.05	\$16.46	\$16.87	\$17.28	\$17.71
Grade 13 - Hourly	\$12.85	\$13.17	\$13.50	\$13.84	\$14.19	\$14.54	\$14.90	\$15.27	\$15.65	\$16.04
Longevity - 7 Years - 5%	\$13.49	\$13.83	\$14.18	\$14.53	\$14.90	\$15.27	\$15.65	\$16.03	\$16.43	\$16.84
Longevity - 12 Years - 10%	\$14.14	\$14.49	\$14.85	\$15.22	\$15.61	\$15.99	\$16.39	\$16.80	\$17.22	\$17.64
Longevity - 17 Years - 15%	\$14.78	\$15.15	\$15.53	\$15.92	\$16.32	\$16.72	\$17.14	\$17.56	\$18.00	\$18.45
Grade 13 - Hourly	\$12.85	\$13.17	\$13.50	\$13.84	\$14.19	\$14.54	\$14.90	\$15.27	\$15.65	\$16.04
Longevity - 7 Years - 4%	\$13.36	\$13.70	\$14.04	\$14.39	\$14.76	\$15.12	\$15.50	\$15.88	\$16.28	\$16.68
Longevity - 12 Years - 8%	\$13.88	\$14.22	\$14.58	\$14.95	\$15.33	\$15.70	\$16.09	\$16.49	\$16.90	\$17.32
Longevity - 17 Years - 12%	\$14.39	\$14.75	\$15.12	\$15.50	\$15.89	\$16.28	\$16.69	\$17.10	\$17.53	\$17.96
Longevity - 22 Years - 16%	\$14.91	\$15.28	\$15.66	\$16.05	\$16.46	\$16.87	\$17.28	\$17.71	\$18.15	\$18.61
Grade 14 - Hourly	\$13.50	\$13.84	\$14.19	\$14.54	\$14.90	\$15.27	\$15.65	\$16.04	\$16.44	\$16.85
Longevity - 7 Years - 5%	\$14.18	\$14.53	\$14.90	\$15.27	\$15.65	\$16.03	\$16.43	\$16.84	\$17.26	\$17.69
Longevity - 12 Years - 10%	\$14.85	\$15.22	\$15.61	\$15.99	\$16.39	\$16.80	\$17.22	\$17.64	\$18.08	\$18.54
Longevity - 17 Years - 15%	\$15.53	\$15.92	\$16.32	\$16.72	\$17.14	\$17.56	\$18.00	\$18.45	\$18.91	\$19.38
Grade 14 - Hourly	\$13.50	\$13.84	\$14.19	\$14.54	\$14.90	\$15.27	\$15.65	\$16.04	\$16.44	\$16.85
Longevity - 7 Years - 4%	\$14.04	\$14.39	\$14.76	\$15.12	\$15.50	\$15.88	\$16.28	\$16.68	\$17.10	\$17.52
Longevity - 12 Years - 8%	\$14.58	\$14.95	\$15.33	\$15.70	\$16.09	\$16.49	\$16.90	\$17.32	\$17.76	\$18.20
Longevity - 17 Years - 12%	\$15.12	\$15.50	\$15.89	\$16.28	\$16.69	\$17.10	\$17.53	\$17.96	\$18.41	\$18.87
Longevity - 22 Years - 16%	\$15.66	\$16.05	\$16.46	\$16.87	\$17.28	\$17.71	\$18.15	\$18.61	\$19.07	\$19.55

\* Mid-Year for 12 Month Unit III - December 31, 1997

\* Mid-Year for 10 Month Unit III - February 10, 1998

**APPROVED UNIT III EMPLOYEES SALARY SCALE (HOURLY)**

\*Mid-Year through June 30, 2000

Appendix B

Steps	1	2	3	4	5	6	7	8	9	10	11
Grade 4 - Hourly	\$8.34	\$8.55	\$8.76	\$8.98	\$9.21	\$9.44	\$9.67	\$9.91	\$10.16	\$10.42	\$10.68
Longevity - 7 Years - 5%	\$8.76	\$8.98	\$9.20	\$9.43	\$9.67	\$9.91	\$10.15	\$10.41	\$10.67	\$10.94	\$11.21
Longevity - 12 Years - 10%	\$9.17	\$9.41	\$9.64	\$9.88	\$10.13	\$10.38	\$10.64	\$10.90	\$11.18	\$11.46	\$11.75
Longevity - 17 Years - 15%	\$9.59	\$9.83	\$10.07	\$10.33	\$10.59	\$10.86	\$11.12	\$11.40	\$11.68	\$11.98	\$12.28
Grade 4 - Hourly	\$8.34	\$8.55	\$8.76	\$8.98	\$9.21	\$9.44	\$9.67	\$9.91	\$10.16	\$10.42	\$10.68
Longevity - 7 Years - 4%	\$8.67	\$8.89	\$9.11	\$9.34	\$9.58	\$9.82	\$10.06	\$10.31	\$10.57	\$10.84	\$11.11
Longevity - 12 Years - 8%	\$9.01	\$9.23	\$9.46	\$9.70	\$9.95	\$10.20	\$10.44	\$10.70	\$10.97	\$11.25	\$11.53
Longevity - 17 Years - 12%	\$9.34	\$9.58	\$9.81	\$10.06	\$10.32	\$10.57	\$10.83	\$11.10	\$11.38	\$11.67	\$11.96
Longevity - 22 Years - 16%	\$9.67	\$9.92	\$10.16	\$10.42	\$10.68	\$10.95	\$11.22	\$11.50	\$11.79	\$12.09	\$12.39
Grade 5 - Hourly	\$8.76	\$8.98	\$9.21	\$9.44	\$9.67	\$9.91	\$10.16	\$10.42	\$10.68	\$10.94	\$11.22
Longevity - 7 Years - 5%	\$9.20	\$9.43	\$9.67	\$9.91	\$10.15	\$10.41	\$10.67	\$10.94	\$11.21	\$11.49	\$11.78
Longevity - 12 Years - 10%	\$9.64	\$9.88	\$10.13	\$10.38	\$10.64	\$10.90	\$11.18	\$11.46	\$11.75	\$12.03	\$12.34
Longevity - 17 Years - 15%	\$10.07	\$10.33	\$10.59	\$10.86	\$11.12	\$11.40	\$11.68	\$11.98	\$12.28	\$12.58	\$12.90
Grade 5 - Hourly	\$8.76	\$8.98	\$9.21	\$9.44	\$9.67	\$9.91	\$10.16	\$10.42	\$10.68	\$10.94	\$11.22
Longevity - 7 Years - 4%	\$9.11	\$9.34	\$9.58	\$9.82	\$10.06	\$10.31	\$10.57	\$10.84	\$11.11	\$11.38	\$11.67
Longevity - 12 Years - 8%	\$9.46	\$9.70	\$9.95	\$10.20	\$10.44	\$10.70	\$10.97	\$11.25	\$11.53	\$11.82	\$12.12
Longevity - 17 Years - 12%	\$9.81	\$10.06	\$10.32	\$10.57	\$10.83	\$11.10	\$11.38	\$11.67	\$11.96	\$12.25	\$12.57
Longevity - 22 Years - 16%	\$10.16	\$10.42	\$10.68	\$10.95	\$11.22	\$11.50	\$11.79	\$12.09	\$12.39	\$12.69	\$13.02
Grade 6 - Hourly	\$9.21	\$9.44	\$9.67	\$9.91	\$10.16	\$10.42	\$10.68	\$10.94	\$11.22	\$11.50	\$11.78
Longevity - 7 Years - 5%	\$9.67	\$9.91	\$10.15	\$10.41	\$10.67	\$10.94	\$11.21	\$11.49	\$11.78	\$12.08	\$12.37
Longevity - 12 Years - 10%	\$10.13	\$10.38	\$10.64	\$10.90	\$11.18	\$11.46	\$11.75	\$12.03	\$12.34	\$12.65	\$12.96
Longevity - 17 Years - 15%	\$10.59	\$10.86	\$11.12	\$11.40	\$11.68	\$11.98	\$12.28	\$12.58	\$12.90	\$13.23	\$13.55
Grade 6 - Hourly	\$9.21	\$9.44	\$9.67	\$9.91	\$10.16	\$10.42	\$10.68	\$10.94	\$11.22	\$11.50	\$11.78
Longevity - 7 Years - 4%	\$9.58	\$9.82	\$10.06	\$10.31	\$10.57	\$10.84	\$11.11	\$11.38	\$11.67	\$11.96	\$12.25
Longevity - 12 Years - 8%	\$9.95	\$10.20	\$10.44	\$10.70	\$10.97	\$11.25	\$11.53	\$11.82	\$12.12	\$12.42	\$12.72
Longevity - 17 Years - 12%	\$10.32	\$10.57	\$10.83	\$11.10	\$11.38	\$11.67	\$11.96	\$12.25	\$12.57	\$12.88	\$13.19
Longevity - 22 Years - 16%	\$10.68	\$10.95	\$11.22	\$11.50	\$11.79	\$12.09	\$12.39	\$12.69	\$13.02	\$13.34	\$13.66
Grade 7 - Hourly	\$9.67	\$9.91	\$10.16	\$10.42	\$10.68	\$10.94	\$11.22	\$11.50	\$11.78	\$12.08	\$12.38
Longevity - 7 Years - 5%	\$10.15	\$10.41	\$10.67	\$10.94	\$11.21	\$11.49	\$11.78	\$12.08	\$12.37	\$12.68	\$13.00
Longevity - 12 Years - 10%	\$10.64	\$10.90	\$11.18	\$11.46	\$11.75	\$12.03	\$12.34	\$12.65	\$12.96	\$13.29	\$13.62
Longevity - 17 Years - 15%	\$11.12	\$11.40	\$11.68	\$11.98	\$12.28	\$12.58	\$12.90	\$13.23	\$13.55	\$13.89	\$14.24
Grade 7 - Hourly	\$9.67	\$9.91	\$10.16	\$10.42	\$10.68	\$10.94	\$11.22	\$11.50	\$11.78	\$12.08	\$12.38
Longevity - 7 Years - 4%	\$10.06	\$10.31	\$10.57	\$10.84	\$11.11	\$11.38	\$11.67	\$11.96	\$12.25	\$12.56	\$12.88
Longevity - 12 Years - 8%	\$10.44	\$10.70	\$10.97	\$11.25	\$11.53	\$11.82	\$12.12	\$12.42	\$12.72	\$13.05	\$13.37
Longevity - 17 Years - 12%	\$10.83	\$11.10	\$11.38	\$11.67	\$11.96	\$12.25	\$12.57	\$12.88	\$13.19	\$13.53	\$13.87
Longevity - 22 Years - 16%	\$11.22	\$11.50	\$11.79	\$12.09	\$12.39	\$12.69	\$13.02	\$13.34	\$13.66	\$14.01	\$14.36
Grade 8 - Hourly	\$10.16	\$10.42	\$10.68	\$10.94	\$11.22	\$11.50	\$11.78	\$12.08	\$12.38	\$12.69	\$13.01
Longevity - 7 Years - 5%	\$10.67	\$10.94	\$11.21	\$11.49	\$11.78	\$12.08	\$12.37	\$12.68	\$13.00	\$13.32	\$13.66
Longevity - 12 Years - 10%	\$11.18	\$11.46	\$11.75	\$12.03	\$12.34	\$12.65	\$12.96	\$13.29	\$13.62	\$13.96	\$14.31
Longevity - 17 Years - 15%	\$11.68	\$11.98	\$12.28	\$12.58	\$12.90	\$13.23	\$13.55	\$13.89	\$14.24	\$14.59	\$14.96
Grade 8 - Hourly	\$10.16	\$10.42	\$10.68	\$10.94	\$11.22	\$11.50	\$11.78	\$12.08	\$12.38	\$12.69	\$13.01
Longevity - 7 Years - 4%	\$10.57	\$10.84	\$11.11	\$11.38	\$11.67	\$11.96	\$12.25	\$12.56	\$12.88	\$13.20	\$13.53
Longevity - 12 Years - 8%	\$10.97	\$11.25	\$11.53	\$11.82	\$12.12	\$12.42	\$12.72	\$13.05	\$13.37	\$13.71	\$14.05
Longevity - 17 Years - 12%	\$11.38	\$11.67	\$11.96	\$12.25	\$12.57	\$12.88	\$13.19	\$13.53	\$13.87	\$14.21	\$14.57
Longevity - 22 Years - 16%	\$11.79	\$12.09	\$12.39	\$12.69	\$13.02	\$13.34	\$13.66	\$14.01	\$14.36	\$14.72	\$15.09
Grade 9 - Hourly	\$10.68	\$10.94	\$11.22	\$11.50	\$11.78	\$12.08	\$12.38	\$12.69	\$13.01	\$13.33	\$13.67
Longevity - 7 Years - 5%	\$11.21	\$11.49	\$11.78	\$12.08	\$12.37	\$12.68	\$13.00	\$13.32	\$13.66	\$14.00	\$14.35
Longevity - 12 Years - 10%	\$11.75	\$12.03	\$12.34	\$12.65	\$12.96	\$13.29	\$13.62	\$13.96	\$14.31	\$14.66	\$15.04
Longevity - 17 Years - 15%	\$12.28	\$12.58	\$12.90	\$13.23	\$13.55	\$13.89	\$14.24	\$14.59	\$14.96	\$15.33	\$15.72
Grade 9 - Hourly	\$10.68	\$10.94	\$11.22	\$11.50	\$11.78	\$12.08	\$12.38	\$12.69	\$13.01	\$13.33	\$13.67
Longevity - 7 Years - 4%	\$11.11	\$11.38	\$11.67	\$11.96	\$12.25	\$12.56	\$12.88	\$13.20	\$13.53	\$13.86	\$14.22
Longevity - 12 Years - 8%	\$11.53	\$11.82	\$12.12	\$12.42	\$12.72	\$13.05	\$13.37	\$13.71	\$14.05	\$14.40	\$14.76
Longevity - 17 Years - 12%	\$11.96	\$12.25	\$12.57	\$12.88	\$13.19	\$13.53	\$13.87	\$14.21	\$14.57	\$14.93	\$15.31
Longevity - 22 Years - 16%	\$12.39	\$12.69	\$13.02	\$13.34	\$13.66	\$14.01	\$14.36	\$14.72	\$15.09	\$15.46	\$15.86

**APPROVED UNIT III EMPLOYEES SALARY SCALE (HOURLY)**

\*Mid-Year through June 30, 2000

Appendix B

Steps	1	2	3	4	5	6	7	8	9	10	11
Grade 10 - Hourly	\$11.22	\$11.50	\$11.78	\$12.08	\$12.38	\$12.69	\$13.01	\$13.33	\$13.67	\$14.01	\$14.36
Longevity - 7 Years - 5%	\$11.78	\$12.08	\$12.37	\$12.68	\$13.00	\$13.32	\$13.66	\$14.00	\$14.35	\$14.71	\$15.08
Longevity - 12 Years - 10%	\$12.34	\$12.65	\$12.96	\$13.29	\$13.62	\$13.96	\$14.31	\$14.66	\$15.04	\$15.41	\$15.80
Longevity - 17 Years - 15%	\$12.90	\$13.23	\$13.55	\$13.89	\$14.24	\$14.59	\$14.96	\$15.33	\$15.72	\$16.11	\$16.51
Grade 10 - Hourly	\$11.22	\$11.50	\$11.78	\$12.08	\$12.38	\$12.69	\$13.01	\$13.33	\$13.67	\$14.01	\$14.36
Longevity - 7 Years - 4%	\$11.67	\$11.96	\$12.25	\$12.56	\$12.88	\$13.20	\$13.53	\$13.86	\$14.22	\$14.57	\$14.93
Longevity - 12 Years - 8%	\$12.12	\$12.42	\$12.72	\$13.05	\$13.37	\$13.71	\$14.05	\$14.40	\$14.76	\$15.13	\$15.51
Longevity - 17 Years - 12%	\$12.57	\$12.88	\$13.19	\$13.53	\$13.87	\$14.21	\$14.57	\$14.93	\$15.31	\$15.69	\$16.08
Longevity - 22 Years - 16%	\$13.02	\$13.34	\$13.66	\$14.01	\$14.36	\$14.72	\$15.09	\$15.46	\$15.86	\$16.25	\$16.66
Grade 11 - Hourly	\$11.78	\$12.08	\$12.38	\$12.69	\$13.01	\$13.33	\$13.67	\$14.01	\$14.36	\$14.72	\$15.08
Longevity - 7 Years - 5%	\$12.37	\$12.68	\$13.00	\$13.32	\$13.66	\$14.00	\$14.35	\$14.71	\$15.08	\$15.46	\$15.83
Longevity - 12 Years - 10%	\$12.96	\$13.29	\$13.62	\$13.96	\$14.31	\$14.66	\$15.04	\$15.41	\$15.80	\$16.19	\$16.59
Longevity - 17 Years - 15%	\$13.55	\$13.89	\$14.24	\$14.59	\$14.96	\$15.33	\$15.72	\$16.11	\$16.51	\$16.93	\$17.34
Grade 11 - Hourly	\$11.78	\$12.08	\$12.38	\$12.69	\$13.01	\$13.33	\$13.67	\$14.01	\$14.36	\$14.72	\$15.08
Longevity - 7 Years - 4%	\$12.25	\$12.56	\$12.88	\$13.20	\$13.53	\$13.86	\$14.22	\$14.57	\$14.93	\$15.31	\$15.68
Longevity - 12 Years - 8%	\$12.72	\$13.05	\$13.37	\$13.71	\$14.05	\$14.40	\$14.76	\$15.13	\$15.51	\$15.90	\$16.29
Longevity - 17 Years - 12%	\$13.19	\$13.53	\$13.87	\$14.21	\$14.57	\$14.93	\$15.31	\$15.69	\$16.08	\$16.49	\$16.89
Longevity - 22 Years - 16%	\$13.66	\$14.01	\$14.36	\$14.72	\$15.09	\$15.46	\$15.86	\$16.25	\$16.66	\$17.08	\$17.49
Grade 12 - Hourly	\$12.38	\$12.69	\$13.01	\$13.33	\$13.67	\$14.01	\$14.36	\$14.72	\$15.08	\$15.46	\$15.85
Longevity - 7 Years - 5%	\$13.00	\$13.32	\$13.66	\$14.00	\$14.35	\$14.71	\$15.08	\$15.46	\$15.83	\$16.23	\$16.64
Longevity - 12 Years - 10%	\$13.62	\$13.96	\$14.31	\$14.66	\$15.04	\$15.41	\$15.80	\$16.19	\$16.59	\$17.01	\$17.44
Longevity - 17 Years - 15%	\$14.24	\$14.59	\$14.96	\$15.33	\$15.72	\$16.11	\$16.51	\$16.93	\$17.34	\$17.78	\$18.23
Grade 12 - Hourly	\$12.38	\$12.69	\$13.01	\$13.33	\$13.67	\$14.01	\$14.36	\$14.72	\$15.08	\$15.46	\$15.85
Longevity - 7 Years - 4%	\$12.88	\$13.20	\$13.53	\$13.86	\$14.22	\$14.57	\$14.93	\$15.31	\$15.68	\$16.08	\$16.48
Longevity - 12 Years - 8%	\$13.37	\$13.71	\$14.05	\$14.40	\$14.76	\$15.13	\$15.51	\$15.90	\$16.29	\$16.70	\$17.12
Longevity - 17 Years - 12%	\$13.87	\$14.21	\$14.57	\$14.93	\$15.31	\$15.69	\$16.08	\$16.49	\$16.89	\$17.32	\$17.75
Longevity - 22 Years - 16%	\$14.36	\$14.72	\$15.09	\$15.46	\$15.86	\$16.25	\$16.66	\$17.08	\$17.49	\$17.93	\$18.39
Grade 13 - Hourly	\$13.01	\$13.33	\$13.67	\$14.01	\$14.36	\$14.72	\$15.08	\$15.46	\$15.85	\$16.24	\$16.65
Longevity - 7 Years - 5%	\$13.66	\$14.00	\$14.35	\$14.71	\$15.08	\$15.46	\$15.83	\$16.23	\$16.64	\$17.05	\$17.48
Longevity - 12 Years - 10%	\$14.31	\$14.66	\$15.04	\$15.41	\$15.80	\$16.19	\$16.59	\$17.01	\$17.44	\$17.86	\$18.32
Longevity - 17 Years - 15%	\$14.96	\$15.33	\$15.72	\$16.11	\$16.51	\$16.93	\$17.34	\$17.78	\$18.23	\$18.68	\$19.15
Grade 13 - Hourly	\$13.01	\$13.33	\$13.67	\$14.01	\$14.36	\$14.72	\$15.08	\$15.46	\$15.85	\$16.24	\$16.65
Longevity - 7 Years - 4%	\$13.53	\$13.86	\$14.22	\$14.57	\$14.93	\$15.31	\$15.68	\$16.08	\$16.48	\$16.89	\$17.32
Longevity - 12 Years - 8%	\$14.05	\$14.40	\$14.76	\$15.13	\$15.51	\$15.90	\$16.29	\$16.70	\$17.12	\$17.54	\$17.98
Longevity - 17 Years - 12%	\$14.57	\$14.93	\$15.31	\$15.69	\$16.08	\$16.49	\$16.89	\$17.32	\$17.75	\$18.19	\$18.65
Longevity - 22 Years - 16%	\$15.09	\$15.46	\$15.86	\$16.25	\$16.66	\$17.08	\$17.49	\$17.93	\$18.39	\$18.84	\$19.31
Grade 14 - Hourly	\$13.67	\$14.01	\$14.36	\$14.72	\$15.08	\$15.46	\$15.85	\$16.24	\$16.65	\$17.07	\$17.49
Longevity - 7 Years - 5%	\$14.35	\$14.71	\$15.08	\$15.46	\$15.83	\$16.23	\$16.64	\$17.05	\$17.48	\$17.92	\$18.36
Longevity - 12 Years - 10%	\$15.04	\$15.41	\$15.80	\$16.19	\$16.59	\$17.01	\$17.44	\$17.86	\$18.32	\$18.78	\$19.24
Longevity - 17 Years - 15%	\$15.72	\$16.11	\$16.51	\$16.93	\$17.34	\$17.78	\$18.23	\$18.68	\$19.15	\$19.63	\$20.11
Grade 14 - Hourly	\$13.67	\$14.01	\$14.36	\$14.72	\$15.08	\$15.46	\$15.85	\$16.24	\$16.65	\$17.07	\$17.49
Longevity - 7 Years - 4%	\$14.22	\$14.57	\$14.93	\$15.31	\$15.68	\$16.08	\$16.48	\$16.89	\$17.32	\$17.75	\$18.19
Longevity - 12 Years - 8%	\$14.76	\$15.13	\$15.51	\$15.90	\$16.29	\$16.70	\$17.12	\$17.54	\$17.98	\$18.44	\$18.89
Longevity - 17 Years - 12%	\$15.31	\$15.69	\$16.08	\$16.49	\$16.89	\$17.32	\$17.75	\$18.19	\$18.65	\$19.12	\$19.59
Longevity - 22 Years - 16%	\$15.86	\$16.25	\$16.66	\$17.08	\$17.49	\$17.93	\$18.39	\$18.84	\$19.31	\$19.80	\$20.29

\* Mid-Year for 12 Month Unit III - January 1, 1998

\* Mid-Year for 10 Month Unit III - February 11, 1998

# Medical Comparison Chart

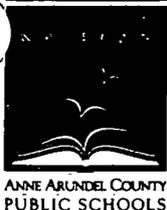
APPENDIX C

Benefit	BCBS Traditional	BCBS Preferred Provider Network (PPN)	
		In-Network	Out-of-Network
Inpatient Hospitalization	100% up to 365 days	100% up to 365 days	80% after deductible/365 days
Out-patient Medical/Surgical	100% of allowed benefit	100% of allowed benefit	80% after deductible
Diagnostic X-ray & Lab	100% of allowed benefit	100% of allowed benefit	80% after deductible
In-patient Nervous and Mental	Subject to State Mandate refer to booklet	Subject to State Mandate refer to booklet	Subject to State Mandate refer to booklet
Out-patient Nervous and Mental	Subject to State Mandate refer to booklet	Subject to State Mandate refer to booklet	Subject to State Mandate refer to booklet
Alcohol/Substance Abuse	Subject to State Mandate refer to booklet	Subject to State Mandate refer to booklet	Subject to State Mandate refer to booklet
Emergency Room Visits	100% of allowed benefit Out-patient care within 72 hours	100% of allowed benefit	100% of allowed benefit after co-pay
Outpatient Surgery	100% of allowed benefit	100% of allowed benefit	80% after deductible
Maternity Care	100% of allowed benefit	100% of allowed benefit	80% after deductible
Family Planning/Fertility	Invitro fertilization, artificial insemination, vasectomy, tubal ligation at 100% of allowed benefit	Invitro fertilization, artificial insemination, vasectomy, tubal ligation at 100% of allowed benefit	Invitro fertilization, artificial insemination, vasectomy, tubal ligation at 80% of allowed benefit after deductible
Physical Therapy	60 visits within 180 days of initial visit at 100% of allowed benefit; 80% after deductible	100% after co-pay-100 visits per calendar year	80% after deductible-100 visits per calendar year
Dental Services result of an accidental injury	Restorative services for accidental injury to natural teeth-100% of allowed benefit	Restorative services for accidental injury to natural teeth-100% of allowed benefit	Restorative services for accidental injury to natural teeth-80% of allowed benefit
Hearing Exams	1 audiometric exam, hearing test, hearing aid per 36 months-100% of allowed benefit	1 audiometric exam, hearing test, hearing aid per 36 months-100% of allowed benefit	1 audiometric exam, hearing test, hearing aid per 36 months-80% of allowed benefit
Primary Care Office Visit Specialist Office Visits	80% after deductible	100% of allowed benefit after co-pay	80% of allowed benefit after deductible
Well Child Care	100%, deductible waived	100% of allowed benefit after co-pay	80% of allowed benefit after deductible
Routine Physicals-	100% of allowed benefit up to \$200, deductible waived	100% of allowed benefit after co-pay up to \$250	80% of allowed benefit after deductible up to \$250
Durable Medical Equipment	80% after deductible	100% of allowed benefit	80% of allowed benefit after deductible
Prescription Drug Card	\$8 generic retail/mail order co-pay through Caremark	\$8 generic retail/mail order co-pay through Caremark	\$8 generic retail/mail order co-pay through Caremark
Additional Program Benefits	Integrated Health Management Green Spring Mental Health	Integrated Health Management Green Spring Mental Health	Integrated Health Management Green Spring Mental Health
Calendar Year Deductible	\$100/\$300 family maximum	N/A	\$200 individual/\$400 family
Coinsurance	80/20 major medical	100%	80/20
Out-of-Pocket	\$2,500 stop loss	N/A	\$1200 individual/\$2400 family
Calendar Year Maximum	N/A	N/A	N/A
Time Maximum	N/A	Unlimited	Unlimited

- Dependents must be added within 31 days of becoming eligible or wait until the next open enrollment period.
- Unmarried dependents are covered until calendar year end when age 19 (or 25 for full-time student). Graduates are removed at the end of month of graduation.
- This chart is for comparison purposes only. Please consult each plan benefit booklet for full details.

# Medical Comparison Chart

CIGNA Point-of-Service (POS)		Freestate (HMO)	US HealthCare (HMO)
In-Network	Out-of-Network		
Covered in full	70% after deductible	Covered in full when approved	Covered in full when approved
Covered in full	70% after deductible	Covered in full when approved	Covered in full when approved
Covered in full	70% after deductible	Covered in full when approved	\$5 co-pay
Subject to State Mandate effective 7/1/94	Subject to State Mandate effective 7/1/94	Subject to State Mandate effective 7/1/94	Subject to State Mandate effective 7/1/94
Subject to State Mandate effective 7/1/94	Subject to State Mandate effective 7/1/94	Subject to State Mandate effective 7/1/94	Subject to State Mandate effective 7/1/94
Subject to State Mandate effective 7/1/94	Subject to State Mandate effective 7/1/94	Subject to State Mandate effective 7/1/94	Subject to State Mandate effective 7/1/94
Medical Emergency-\$50 co-pay	Qualified Medical Emergency covered as In-Network	Medical Emergency-\$25 co-pay	Medical Emergency-\$35 co-pay
Covered in full	70% after deductible	Covered in full	Covered in full
\$10 co-pay	70% after deductible	Covered in full when approved by HMO Doctor	\$5 co-pay
\$10 family planning, \$20 infertility, \$200 treatment for allowed services see CIGNA booklet for allowed services	70% after deductible (testing and diagnosis only)	Covered in full for allowed services See BCBS booklet for allowed services	\$5 co-pay for allowed services See USHC booklet for allowed services
\$10 co-pay-maximum 60 consecutive days per condition	70% after deductible	30 visits per condition	\$5 co-pay up to days required per condition
\$50 co-pay for stabilization	70% after deductible for restorative services to repair natural teeth	Covered in full for restorative services to repair not replace natural teeth	Covered in full for restorative services to repair not replace natural teeth
\$10 co-pay for members ages 17 and under	70% after deductible	Covered in full when approved by HMO Doctor	\$5 co-pay
\$10 co-pay	70% after deductible	Covered in full when approved by HMO Doctor	\$5 co-pay
\$10 co-pay	70% after deductible	Covered in full when approved by HMO Doctor	\$5 co-pay
\$10 co-pay	70% after deductible	Covered in full when approved by HMO Doctor	\$5 co-pay
\$200 deductible, \$700 maximum	70% after deductible	Covered in full when approved by HMO Doctor	Covered in full when approved by HMO Doctor
\$5 generic retail/mail order co-pay through Caremark	\$5 generic retail/mail order co-pay through Caremark	\$5 generic retail/mail order co-pay through Caremark	\$5 generic retail/mail order co-pay through Caremark
Wellbeing Newsletter Out-Of-State Guest Privileges	Wellbeing Newsletter Out-Of-State Guest Privileges	HMO Guest Services through HMO USA Green Spring Mental Health	Pediatric routine dental for children under 12 \$300 Fitness
N/A	\$250 individual/\$500 family	N/A	N/A
100%	70/30	100%	100%
N/A	\$1250 individual/\$2500 family	N/A	N/A
N/A	N/A	N/A	N/A
Unlimited	\$1,000,000	Unlimited except on organ transplants	Unlimited

**MEMO****To: All Principals and Supervisors****Date****July 1, 1997****File Code****From: David D. Lombardo, Ph.D.  
Director of Human Resources****Instructions:****DISTRIBUTION: A copy to all  
Unit III and Unit IV employees****Copies to:****Superintendent  
Associate Superintendents****Subject: Disciplinary Guidelines****FINAL**

The Division of Human Resources has established administrative guidelines to ensure that disciplinary action regarding Unit III and Unit IV employees is administered in a fair and consistent manner. Disciplinary action may include oral warning, written reprimand, suspension and termination of employment and, when appropriate, consistent with the concept of progressive discipline.

Prior to any disciplinary action being taken, a pre-discipline conference will be held with the employee. The supervisor will inform the employee of the time, date and purpose of the conference. The conference will provide the following due process:

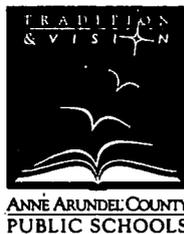
- the employee will be allowed an opportunity to tell his/her side of the story.
- the conference will be conducted in a manner that will not embarrass the employee before other employees or the public.
- the employee will have a right to obtain representation for this conference. It is the responsibility of the employee to make arrangements for representation.

Following the pre-discipline conference, the employee will be informed of the manager's decision. All disciplinary action may be appealed through the supervisory chain of command for relief.

Once a disciplinary action reaches the Superintendent's designee, that decision can only be appealed pursuant to Section 4-205(c) of the Education Article of the Annotated Code of Maryland.

If you are a Unit III employee (custodial, maintenance, food service, bus driver, bus attendant, warehouse, mail and print shop, and transportation) or if you are a Unit IV employee (permanent substitute, teacher assistant, secretarial/clerical and technical) and you have any questions regarding the above, please contact Mr. Mark Black, Supervisor of Investigations and Records Management, at (410) 222-5287.

DDL/kau



*Division of Human Resources • Anne Arundel County Public Schools, Annapolis, Maryland*  
*Carol S. Parham, Superintendent of Schools • Publication Number 1391/2 AFSCME - CE, Design & Print Services*

**The Anne Arundel County Public School System does not discriminate on the basis of race, sex, age, national origin, religion, disability, or socioeconomic status in matters affecting employment or in providing access to programs. Questions regarding nondiscrimination should be directed to Mr. Leslie N. Stanton, Specialist in Human Relations, Anne Arundel County Public Schools, 2644 Riva Road, Annapolis, Maryland 21401; telephone 410-222-5318; (TDD) 410-222-5500.**