

**AGREEMENT**

**between the**

**BOARD OF EDUCATION OF ALLEGANY COUNTY**

**and**

**ALLEGANY COUNTY EDUCATION ASSOCIATION**

**Unit 4**

**2020-2024**

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## DEFINITIONS

When the following words are used in this **Agreement**, they shall mean, unless otherwise stipulated:

### **BOARD**

The Board of Education of Allegany County

### **ASSOCIATION**

ACEA Unit 4

### **EMPLOYEE**

Any member of the bargaining unit

### **EMPLOYER**

The Board of Education of Allegany County

### **DAY**

The workday

### **YEAR**

The work year

## ARTICLE 1

### RECOGNITION

#### 1. Bargaining Unit Defined

In accordance with 6-505 of the Education Article of the *Annotated Code of Maryland*, the Board recognizes the Association as the exclusive representative of non-certificated employees, including clerical and technical employees and instructional assistants, employed for nine (9) months or more per year on a full-time basis. The following confidential employees are excluded: secretary to the superintendent of schools, payroll clerks, secretary to the human resources administrator, and secretary to the chief negotiator.

## ARTICLE 2

### GRIEVANCE PROCEDURE

#### 2.1 Definitions

A. Grievant: an employee or group of employees or an officer of the Association, who is an employee, filing a grievance.

B. Grievance: an alleged violation of a specific provision or provisions of this Agreement and the Board policy referred to in Article 5.6.

#### 2.2 General Provisions

A. Both parties agree that the grievance proceeding shall be kept as informal and confidential as may be appropriate.

B. The time limit at each step is the maximum time allowed, unless extended by mutual agreement between the parties. Failure at any step to communicate the decision in writing within the specified time limit shall permit the grievant to appeal to the next step. Failure at any step to appeal the grievance to the next step within the specified time limit shall be deemed to be acceptance of the decision rendered at that step.

C. Any grievant has the right of Association representation at any step of the grievance procedure; however, any grievant has the right to discuss the grievance informally with any appropriate member of the administration, and the right to have the grievance settled without intervention of the Association, provided the settlement is not inconsistent with the terms of the Agreement.

D. All documents, communications, and records relating to a grievance shall be filed separately from the personnel files of the grievant.

### **2.3 Procedures**

A. Within twenty (20) days following occurrence or first knowledge of the act or condition which is the basis of the grievance, the grievant may file a grievance under Step One of the procedure, or such grievance shall be deemed to be waived.

The Association and the Board shall each bear its own expenses in the arbitration proceedings, except that they shall share equally the fee and other expenses of the arbitrator. The grievant and one employee shall be released without loss of pay or benefits as necessary to participate in the arbitration hearing. Any other employees called upon by the arbitrator to appear at the arbitration hearing during school hours will be released on the basis of administrative leave.

B. Step One: A grievant shall first discuss the grievance with her/his principal and/or immediate supervisor, to resolve the matter informally. If the grievant is not satisfied with the informal disposition, she/he may file a written grievance with her/his principal or immediate supervisor within five (5) days following the informal discussion. The principal or immediate supervisor shall give her/his written decision within five (5) days following receipt of the written grievance.

C. Step Two: Within five (5) days following receipt of the principal's or immediate supervisor's decision, the grievant may submit a written appeal to the human resources administrator or her/his designee. The appeal shall include a copy of the decision rendered at Step One. Written notice of the time and place of a hearing before the human resources administrator or her/his designee shall be given to the grievant at least three (3) days prior to the hearing, which shall be held within seven (7) days following receipt of the appeal by the human resources administrator or her/his designee. The human resources administrator or her/his designee shall give her/his written decision within five (5) days following the hearing.

D. Step Three: Within five (5) days following receipt of the human resources administrator or her/his designee's decision, the grievant may submit a written appeal to the superintendent's designee. The appeal shall include a copy of the decision rendered at Steps One and Two. Written notice of the time and place of a hearing before the superintendent's designee shall be given to the grievant at least three (3) days prior to the hearing, which shall be held within seven (7) days following receipt of the appeal by the superintendent's designee. The superintendent's designee shall give her/his written decision within five (5) days following the hearing.

E. Arbitration: Any grievance that has been properly filed through Steps One, Two and Three of the above procedures may be appealed to arbitration by the Association serving written notice to the Board within twenty (20) days following receipt of the superintendent's designee's decision. Following notification, the Association and Board shall attempt to agree upon the selection of an arbitrator. Should the Association and the Board be unable to agree upon an arbitrator within seven (7) days following the Board's receipt of the Association's notice to appeal to arbitration, either party (upon written notice to the

other party) may move the matter to arbitration under the Voluntary Labor Arbitration rules of the American Arbitration Association.

The jurisdiction and authority of the arbitrator, her/his opinion and her/his award shall be confined to the provision or provisions at issue in the grievance.

The arbitrator shall have no authority to add to, alter, detract from, amend or modify any provision of this Agreement, or to make any award which will in any way deprive the Board of any of the powers delegated to it by law. The arbitrator shall hear only one grievance at a time, unless both parties agree otherwise. The arbitrator's written decision shall be made within thirty (30) days of the conclusion of the presentation of the case. The arbitrator's award shall be final and binding upon both parties.

### **ARTICLE 3**

#### **ORGANIZATIONAL SECURITY**

##### **3.1 No Reprisals**

There will be no reprisals of any kind taken against any employee by reason of her/his membership in the Association or for exercising the rights contained in this document.

##### **3.2 Bulletin Boards**

A bulletin board of appropriate size and construction may be placed in an appropriate location approved by the principal for the purpose of displaying Association notices.

##### **3.3 Association Communications**

The Association will have the right to place official notices, circulars and other materials at the Board's facilities for distribution to employees, provided the principal receives a copy concurrently for informational purposes. Political materials shall not be placed in mailboxes and/or the courier system.

##### **3.4 Association Meetings**

The Association shall have the right to use school facilities for its meetings, at reasonable times, mutually agreed upon by the Association and the Board. Such use of school facilities shall be without cost to the Association except when such use requires the employment of any additional custodial personnel or greater than normal consumption of commercially supplied energy. In these circumstances, the Association agrees to pay the added cost.

##### **3.5 Information to the Association**

The Board agrees to provide to the Association certain information necessary to conduct negotiations. This information is that which is normally available to the public, as well as pay and fringe data that has customarily been provided the Association at the time of negotiations. Should the provision of the pay and fringe data require the use of the computer, the Association agrees to share the computer costs with the Board. A list of employee's names, school assignment, and date of hire shall be sent to the Association during the month of September.

##### **3.6 Board Meetings**

The Board agrees to furnish the Association a copy of the tentative agenda for public meetings of the Board. A copy of the minutes will be made available to the Association when requested.

The Association president or alternate may attend such meetings without loss of leave or pay, provided

this is at no expense to the Board, upon notification of the human resources administrator.

### **3.7 Association Representative Visits**

Authorized representatives of the Association shall be permitted to meet with employees and transact Association business on school property, as long as such a meeting does not interfere with the educational process or with the work of an employee. Prior approval by the building administrator is required and notification to the human resources administrator.

### **3.8 Association Dues**

A. Association Dues: It shall be a continuing condition of employment with the Board that all full-time employees covered by this Agreement may become members of the Association in good standing to the extent of paying the Association membership dues. If any provision of this section is held to be in violation of any State or Federal law, said provision shall be deemed to be modified to bring into compliance with said State or Federal law.

B. Payroll Deduction: An employee must have a salary deduction to pay dues, if a member, to the Association. An employee may voluntarily cancel only by written notice and only during the first fifteen (15) days of any academic year. The Board will forward to the Association within one (1) month any agency dues so collected, and a list indicating who has paid. Such deductions shall be made in twenty (20) equal installments, beginning with the first salary check issued in the month of September. If possible, the Association will notify the Board of dues changes by August 1.

C. The Association shall indemnify and save the Board harmless against any and all claims, demands, suits and other liabilities arising from act of commission or omission by the Association or its agents in respect to the provisions of this item and particularly in relation to any list, notice or assignment furnished by the Association or its agents under the provisions of this item.

### **3.9 Exclusivity**

The rights and/or privileges granted to the Association in sections 3.2 (Bulletin Boards), 3.3 (Association Communications), 3.5 (Information to the Association), 3.7 (Association Representative Visits) and 3.8 (Association Dues) will not be granted to any rival employee organization. The Board and the Association agree to plan and conduct one workshop per year for support personnel when deemed necessary by the appropriate supervisor.

### **3.10 Released Time**

Association Unit 4 Vice-President or designee shall be granted twenty-five (25) days per year released time for Association business. The Association shall pay for the cost of substitutes, if needed and prior approval must be granted by the superintendent of schools or designee. No more than twelve (12) of these days can be used by the same individual.

Any member who holds an office in the Maryland State Educators Association (MSEA) and/or the National Education Association (NEA) shall be permitted to draw an additional five (5) duty days. Only the member who holds the office may use these days. If more than one member holds an office, these members must share the five (5) days.

In order to access this leave, the appropriate supervisor must be given a minimum of one week's notice.

One Unit 4 Member, upon the designation and request by the Association, shall be granted released time for up to two years to serve on a full-time basis as Association President. This leave shall be at no cost to the Board.

## ARTICLE 4

### WORKING HOURS AND WORKING CONDITIONS

#### 4.1 Duty Year

- A. The duty year for instructional assistants will not exceed 190 workdays.
- B. The work year for all 10-month employees shall be the school year plus the number of days to equal 200 days.
- C. The duty year for twelve-month employees will not exceed 261 (262 Leap Year) workdays.

#### 4.2 Duty Days

- A. The duty day for instructional assistants shall be seven and one-half (7 1/2) hours. In accordance with the Fair Labor Standards Act (FSLA), staff development may occur outside of the regular seven and one-half (7 1/2) hour duty day. On a day immediately prior to a weekend or holiday period, unless it is the last student day of the school year, instructional assistants may leave after student dismissal.
- B. The normal duty day for other employees in this unit shall be no longer than eight (8) hours.
- C. On delayed openings and/or early dismissal days because of inclement weather, the duty day for the instructional assistants will correspond with the announced delay or dismissal. If in the case of a regional delay, any instructional assistant who has been scheduled to participate in any other activity other than her/his regular assignment will report to the assigned activity at the scheduled time.

#### 4.3 Lunch Periods

All employees shall have a duty-free one-half (1/2) hour paid lunch period during the duty day. Central Office employees shall have an additional one-half (1/2) hour unpaid lunch period following directly upon the one-half (1/2) hour paid lunch period. School-based employees may leave the building during the lunch period with permission of the principal. Employees must sign out and in upon returning to the front office.

#### 4.4 Substituting

When a teacher does not report for duty, an instructional assistant may substitute for a teacher for up to a half-day, except in emergencies. When a teacher is on duty and obliged to leave the teaching station, an instructional assistant may substitute (i.e., take the place of a teacher), if there are mutually agreed planned procedures. Principal shall determine if an emergency situation exists.

#### 4.5 Health and Safety

Conditions at a workplace which are claimed by an employee to endanger her/his health and safety shall be reported to her/his immediate supervisor, who shall promptly request an inspection by a person or persons qualified to determine the extent of the alleged hazard. Upon receipt of recommendations from the qualified person or persons, appropriate remedial action shall be taken.

- A. If a Unit member suffers an injury in the course of his/her work, the member must report the injury within twenty-four (24) hours to their immediate supervisor and complete the First Report of Injury form and forward to the Human Resources office so that a Worker's



Compensation claim may be recorded and a claim initiated should the injury meet the guidelines of compensable claim.

- B. If a Unit member is assaulted in the course of his/her work, the member must report the injury within twenty-four (24) hours to their immediate supervisor and complete the First Report of Injury form and forward to the Human Resources office so that a Worker's Compensation claim may be recorded and a claim initiated should the injury meet the guidelines of compensable claim. In cases of assault, in accordance with section 6-111 of the Education Article to the Annotated Code of Maryland, if the claim is compensable, the employee will be compensated and full salary for the period of such absence without the loss of personal sick leave.
- C. Each school shall have written guidelines on student discipline that is developed in accordance with COMAR, the Maryland Guidelines for a State Code of Discipline, and the ACPS Local Code of Conduct. Said policy will be made available to all unit members.

A district-level workgroup that is comprised of school-based administrators, central office staff, and two (2) representatives from ACEA will develop a Local Code of Conduct that meets the requirements of COMAR and Maryland Guidelines for Code of Discipline.

- D. Whenever possible, the school administration or special education facilitator will involve Unit members when developing, implementing, or modifying individual student discipline or behavior plans and the disposition of a student involved in a disciplinary process will be communicated to any unit member with supervisory responsibilities for that student.

#### **4.6 Mileage**

Consistent with Board policies, those employees assigned to more than one worksite on a regular basis will be paid at the Internal Revenue Service (IRS) rate per mile for approved mileage. Any adjustments effected by the IRS during the fiscal year will be effective on the first of the month following the official change in IRS regulations.

#### **4.7 Workload Committee**

The Board and the Association will jointly establish a Unit 4 Workload Committee. This Committee will examine issues related to Unit 4 workload and make recommendations to the superintendent. The Committee will consist of an equal number of members appointed by the Association and the superintendent or his designee. The Committee will make the recommendations available to the superintendent, the Board and the Association. The recommendations will not be considered binding on either party. The work of the Committee may be extended upon the mutual agreement of the superintendent and the Association.

#### **4.8 Absence Reporting**

Unit members will not be required to secure their own substitutes. Unit members will notify their immediate supervisor by direct contact as soon as possible. As soon as ACPS is able, it will enable Unit 4 members to use the electronic absence reporting system available to other bargaining units.

**ARTICLE 5**  
**EMPLOYEE RIGHTS**

**5.1 Discipline and Discharge**

A. Upon completion of her/his probation, no employee will be disciplined or reprimanded without due process. No employee will be discharged without just cause, as determined by the superintendent of schools or designee.

B. 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.

C. As a general rule, complaints, except for those that require immediate notification to law enforcement, child protective service agencies, etc. or as required by law, against an employee by parents, students, or other community sources that may lead to, or require due process, may be dealt with at the lowest appropriate organizational level as soon as possible. Decision on such types of complaints shall not be made without consulting or providing the opportunity for due process for the employee against whom the complaint was made.

**5.2 Personal Life**

Except for acts of immorality or conviction(s) for crimes involving moral turpitude, the personal life of an employee shall be the concern of and warrant the attention of the Board only as it may affect the employee's performance of her/his job.

**5.3 Reductions in Force**

The substantive determination of reductions-in-force is within the exclusive authority of the superintendent of schools or designee. The remaining language may be used to complete the process.

The following is the process:

If any fiscal, enrollment, or administrative related action results in the system loss of personnel/positions within the unit, involuntary transfer procedures will be followed, unless there are fewer positions than the current number of permanent employees. If any current permanent employees must be laid off, the following procedures will apply:

A. Notice – In case the Board of Education must implement a layoff resulting in the loss of employment of unit members within the school system, due to any budget, administrative, and/or enrollment related action, notice must be given to the employee and to the Association within forty-five (45) days of final action by the county fiscal authority or the Board as approved.

B. In the event it becomes necessary to lay off employees, the layoff order shall be as follows:

1. Probationary employees within the grade/classification. Probationary employees in the context do not include those employees who are serving a new reevaluation period due to promotion or transfer.

2. Non-probationary employees would be separated in inverse order of seniority.

C. The employee(s) in the positions being eliminated shall then be placed with the group of those employees that have been involuntarily transferred (if any), and shall be given positions in accordance with Article 6.2.

- D. The least senior employee(s) in the grade/classification being reduced shall be the first to be furloughed until the total number of employee(s) necessary under grade/classification are furloughed.
- E. An employee who replaces another employee in a position in the same pay classification and duty year will retain the same salary as before the replacement.
- F. An employee who involuntarily transfers into a lower pay classification will be placed at the highest grade and the step in that classification that will be closest, without going higher, to the salary she/he was receiving before the transfer.
- G. A 10-month employee may replace a 12-month employee only if the maximum earning of the pay classification into which she/he is transferring is not more than the maximum earning of the 10-month employee's present position. The employee will be placed at the step and grade that will be closest, without going higher, to the 12-month equivalent of the 10-month employee's present position.
- H. The employee(s) having no position to accept shall be furloughed and placed on the recall list.
- I. When an employee is permanently assigned to a lower-paying position, the employee shall be paid the wage rate of that position.
- J. Employee(s) at any step may decline to replace another employee and will be placed on the recall list.
- K. Recall – Employees on layoff shall be recalled in inverse order of layoff within their grade and classification. New employees will not be hired while there are qualified employees on recall within their grade and classification.
- L. Recall Notice – An employee on layoff shall be notified of recall by telephone and/or letter sent to the last address on record. An employee who fails to respond to such notification within seven (7) calendar days or to report to work within ten (10) calendar days shall forfeit recall and seniority rights provided the position to be filled is of equal pay status to that from which the employee is laid off. At the end of the one year, the employee shall notify the superintendent of schools or designee if she/he desires to remain on the recall list for the second year. An employee may not remain on the list beyond the second year.

#### **5.4 Seniority**

- A. Seniority shall mean an employee's length of continuous service since her/his last date and time of hire in the Allegany County Public Schools.
- B. Upon completion of the probationary period, an employee shall acquire seniority computed from the date and time of hire.
- C. Seniority list shall be compiled once a year and copies for each department sent to each school and to the Association.
- D. Seniority shall be maintained but shall not accrue during periods of layoff or leave without pay.
- E. Employees will terminate their employment and lose seniority for the following reasons:
  1. If an employee voluntarily resigns
  2. If an employee is discharged for just cause and the discharge is not reversed through the grievance procedure
  3. If an employee retires
  4. If an employee, who is on recall, fails to return to work within eight (8) days of notification
  5. Abandonment of position (not reporting off from work except in an emergency situation)

F. When two or more employees have the same last date and time of hire, the employee with previous service with the Allegany County Public Schools shall be considered to have more seniority with regard to this section. This is not for pay purposes.

## **5.5 Personnel Files**

Employee files shall be maintained in accordance with the following procedures:

A. No negative materials, except for letters of reference, related to an employee's conduct, service, character, or personality shall be placed in the file unless it is signed by the person submitting the information. The employee shall be given the opportunity to acknowledge that she/he has read the materials by affixing her/his signature on the actual copy to be filed, with the understanding that such signature merely signifies that she/he has read the material to be filed and does not necessarily indicate agreement with its contents. An employee's refusal to sign will be noted by an administrator and a witness, and the material will be placed in the file so noted.

B. The employee shall have the right to answer any material filed and her/his answer shall be attached to the file copy.

C. An employee shall be permitted to examine her/his file by appointment at the human resources office.

D. An employee's file shall be open to inspection by only those persons whose official responsibilities require such inspection.

E. The inclusion of any adverse material in the employee's personnel file shall be subject to challenge by the employee. This shall not be construed to apply to the subjective evaluation of performance. Adverse material properly placed in a unit member's file may be removed after two (2) years upon request by the unit member, unless it relates to an issue involving the abuse or sexual harassment of either a student or a fellow employee.

## **5.6 Breaks**

An employee shall be entitled to a break of fifteen (15) minutes each morning and fifteen (15) minutes each afternoon, to be scheduled by the employee's immediate supervisor. Whenever possible, breaks shall be scheduled during the "student day." The morning break shall be scheduled after 9:00 a.m. and the afternoon break shall be scheduled before 3:00 p.m.

# **ARTICLE 6**

## **ASSIGNMENTS AND TRANSFERS**

### **6.1 Voluntary Transfer Procedures**

The substantive determination of requests for voluntary transfers and assignments are within the exclusive authority of the superintendent of schools or designee and, as such, is not negotiable or subject to the grievance procedure.

A. For the purposes of future staffing, a Statement of Intent form shall be issued to instructional assistants by March 1. This form shall be returned to the human resources office by April 1. Statement of Intent forms not returned by April 1 will imply no request in change of assignment.

B. Requests for voluntary transfers (changes in intent forms) from instructional assistants for the ensuing year will not be accepted and/or processed after April 15.

C. Secretarial, clerical personnel and technicians may apply for a voluntary transfer any time during the school year when an appropriate position is posted.

## **6.2 Involuntary Transfer Procedures**

The substantive determination of involuntary transfers is within the exclusive authority of the superintendent of schools or designee and, as such, is not subject to negotiation or to the grievance procedure.

When an employee needs to be involuntarily transferred or, if the number of unit positions or job classifications at a work site, or department needs to be changed, the following procedures will apply:

A. If an employee is assigned to a specific student or program that is transferred to a different location, the employee would also move as determined by the needs of the system.

B. Probationary employees may be considered for involuntary transfers before those unit members who have completed their probationary period. Probationary employees in this context do not include those employees who are serving a new reevaluation period due to promotion or transfer.

C. Upon request, any involuntarily transferred employee will be provided with the reasons for the transfer and provided the opportunity to discuss the transfer with the appropriate supervisor or administrator. The employee may have a representative from the Association in any such meeting.

## **6.3 Clerical and Technician Assignments**

All clerical and technician employees on duty at the close of the school year will be notified in writing no later than July 10 of their tentative assignment for the forthcoming year.

## **6.4 Instructional Assistant Placement**

All instructional assistants on duty with the Board will be notified, in writing, at the end of the school year of reasonable assurance of continued employment subject to reduction in force.

Instructional assistants will be notified of their building assignments for the current year by August 15.

## **6.5 Filling Vacancies**

Assignment of employees to available positions will be based on the needs of the school system. Unit members may be considered for vacant positions before new hires.

# **ARTICLE 7**

## **VACANCIES**

### **7.1 Posting**

When a vacancy occurs, a vacancy announcement will be posted at each facility. The announcement will indicate the closing date which shall be no sooner than eight (8) days following the posting date. Between the closing of schools and their reopening, vacancy announcements will be made available on the Allegany County Public Schools website. All vacancy announcements are posted at the Central Office.

## **7.2 Promotions**

Promotion within the unit will be made on the basis of these factors: needs of the school system, qualifications, work experience, past job performance. To determine the qualifications of an individual, the Board reserves the right to administer a test(s). Any test conducted will be administered by Board of Education personnel.

## **7.3 Placement on Salary Scale**

A. Promotions within the unit, from one pay classification to a higher pay classification, shall be made in such a manner that the employee promoted shall move to the lowest step and grade in the new pay classification necessary to give her/him a pay increase equal to or greater than one step in her/his former pay classification.

B. In the event an employee eligible for a step advancement on the salary scale for the classification she/he is in is to be promoted effective between July 1 and December 31, said employee's salary following promotion shall be computed in accordance with 7.3.A above and the employee will be eligible for a step increase the following July. Those promoted between January 1 and June 30 will be eligible for a step increase on July 1 of subsequent years.

C. The human resources administrator will determine the step placement of new unit members on the salary schedule.

## **7.4 Grievances**

Transfers and promotions referred to in this and the preceding article shall be subject to the grievance procedure only for reasons of failure to follow procedures.

# **ARTICLE 8**

## **SICK LEAVE**

### **8.1 Annual Allowance**

An employee earns sick leave on the basis of one and one-half (1.5) days for each month of employment. The entitlement to said sick leave shall accrue on the basis of:

A. 12-month personnel - .693 days per pay period

B. 10-month personnel - .682 days per pay period

Sick leave for the remainder of the contract year may be advanced at any time, if so requested by an individual employee; however, the employee must complete the contract year to avoid an adjustment in the final pay for that year. Unused sick leave shall accumulate without limit.

### **8.2 Parental Leave**

In accordance with the appropriate laws and judicial rulings, maternity shall be treated like any other physical disability. Additionally, in accordance with the Family and Medical Leave Act, a female or male employee shall, at her/his request, be granted a leave of absence without pay for the birth or adoption of the employee's dependent minor. The Board shall offer to the employee, upon expiration of parental leave, the first available position for which s/he is qualified.

### **8.3 Annual Notification**

The Board agrees that employees will be notified as to the number of accumulated sick leave days annually.

### **8.4 Illness in Immediate Family**

A. An employee may use up to six (6) days of sick leave for illness in the immediate family. In the event that more than three (3) consecutive days are needed, the employee must support the request with a doctor's certificate. An employee may also use up to nine (9) days of their remaining annual paid leave if their request meets the qualifications of the Family Medical Leave Act of 1993 (FMLA). An employee may use the remainder of leave available through FMLA as prescribed by the law. After a ten (10) workday absence, the employee shall supply a note from a qualified medical professional confirming their absence with a projected return to work date, if possible, or the next scheduled appointment date.

B. An employee may be granted a leave of absence without pay for up to one (1) year to care for a sick member of her/his immediate family.

C. "Immediate family" means parent, spouse, sibling, son or daughter, or someone in the household on a regular basis.

### **8.5 Sick Leave**

The Board of Education reserves the right, after fifteen (15) days, to have an individual off on medical leave to be examined by a physician of the Board's choosing at the Board's expense. Failure to submit to a requested examination is grounds for disciplinary action and will result in the employee being placed in a non-pay status.

### **8.6 Sick Leave Donation Bank**

A. Effective September 1, 2000, all employees on active duty in Allegany County are eligible to participate in the Allegany County Sick Leave Bank, hereafter referred to as SLB, by donating the required number of days. However, no unit member shall be required to participate. Bargaining unit members may use these days for prolonged catastrophic, incapacitating personal illness, injury or quarantine of the employee during regular scheduled duty days. The primary purpose of the SLB is intended to help an employee with a prolonged serious illness or accident which requires the usage of available personal illness days and leaves the employee without the necessary personal illness days to carry her/him over to eligibility for Long Term Disability Insurance.

B. Eligibility for Benefits:

1. SLB benefits are available only when the employee has a severe medical hardship (catastrophic illness or serious accident).

2. Benefits can be received only after all accumulated sick leave and vacation days have been exhausted.

3. Any employee receiving Worker's Compensation or disability benefits is not eligible for SLB benefits.

4. An employee who is on leave of absence, suspended, or terminated from the Allegany County Board of Education is not eligible for SLB benefits.

5. The form "Request for Sick Leave Bank Benefits" and physician's statements are required before the SLB Review Committee will consider a request for benefits. The physician's statement shall

include a history of the illness, date the illness began, a diagnosis and prognosis, and any other related information.

6. Approval by the SLB Review Committee is required prior to the receiving of benefits.

7. Normal pregnancies, childbirth, childcare, or child adoption shall not be considered as eligible reasons for SLB benefits.

8. A six (6) member committee, consisting of three (3) members appointed by the president of the Association and three (3) members appointed by the superintendent of schools, shall have the responsibility of receiving requests, verifying the validity of requests and approval or denial of requests. Any approval of a request must have the support of at least four (4) members of the committee. The committee shall provide the president of the Association and the superintendent its rules and procedures by August 15 of each year, if amended.

9. Once receiving a grant from the SLB, the recipient, beginning with the second full year of employment after receiving said grant, shall be required to pay back the granted days. The recipient shall pay back the days granted at the rate of four (4) days per year until the grant is paid back or the employee resigns or retires.

#### C . Operation of Sick Leave Bank (SLB):

1. The following criteria shall be used by the SLB Review Committee in determining eligibility and benefits:

- a. Documented medical evidence of serious illness and injury
- b. Prior utilization of all sick leave and vacation days
- c. Propriety of previous sick leave
- d. Any other information the SLB Review Committee deems appropriate

2. When approved by the SLB Committee, a maximum of thirty (30) sick leave days will be deposited in the employee's sick leave account. The use of these days will be reviewed by the SLB Review Committee.

3. The employee receiving benefits may submit to the SLB Review Committee additional requests for a maximum of twenty (20) days per request as their present grant expires. The request application shall be accompanied by an updated physician's statement.

4. Once an employee is eligible for retirement benefits, including disability retirement from the Teachers Retirement Board, all SLB benefits will stop.

5. The maximum number of cumulative SLB days to any individual employee shall be eighty (80).

6. The contribution forms for any unused days shall be returned to the Association.

7. The existence of the SLB and participation by an employee in the SLB does not eliminate any other benefits provided through law, policy, or contract.

D. Contributions shall be made between July 1 and October 1. Members returning from extended leave of absence and new employees may contribute within thirty (30) calendar days upon reassignment or employment. The contribution on the appropriate form will be authorized by the member and deducted from their accumulated sick leave. Members of the sick leave bank will not be required to contribute additional days until all days in the sick leave bank have been used. Days will not be accepted from any employee who has less than ten (10) accumulated days.



E. Representatives of the Board and the Association shall review the provisions set forth in B and C annually, or as needed.

## **ARTICLE 9**

### **OTHER LEAVES**

#### **9.1 Personal Leave**

A ten-month employee may use three (3) days per year of the fifteen (15) days sick leave for personal business/religious observations. A ten-month employee shall not be required to give reasons. Providing these days are not used by a ten-month employee, up to two (2) of the days upon request may be accumulated as personal leave days as long as the year end accumulated leave balance is greater than three (3) days, with the remaining, if any, accumulated as sick leave. The maximum number of personal leave days a ten-month employee may use in one (1) school year shall be five (5), providing they have accumulated two (2) personal leave days from the prior year and prior year ending accumulated is greater than three (3) days since personal business days are not advanced. The use of more than three (3) consecutive personal leave days must have prior approval from the appropriate administrator.

#### **9.2 Bereavement Leave**

An employee may request bereavement leave to attend the funeral of a relative or regular member of their household. Days granted shall be consecutive starting with the next duty day after the date of death of the family member. Maximum days available shall be; Four (4) days for a parent, spouse, sibling, or son/daughter; three (3) days for a grandparent, grandchild, of parent-in-law; and one (1) day for any other relative or regular member of the employee's household. In the case of a delayed funeral service, one of the four (4) or three (3) allowed days may be postponed to correspond with the date of the service.

#### **9.3 Administrative Leave**

An employee may request approval for administrative leave for personal business reasons. This leave is approved and granted for a period of up to two (2) hours by the principal or supervisor. The employee must sign out and in upon returning, if applicable, in the front office.

#### **9.4 Jury and Witness Leave**

A. An employee shall be granted a leave of absence with pay when she/he is required to report for jury duty.

B. A Unit member may be absent without loss of salary when subpoenaed to appear in a state or federal court, provided the subpoena is related to their work assignment and provided the subpoena or summons is not issued: (1) in connection with an offense for which the member is found guilty or granted probation before judgment; if the employee is found guilty of an offense and the finding of guilt is reversed on appeal, the salary will be restored, or (2) in connection with a non-work related civil case in which the member is a moving party in the action.

#### **9.5 Leaves of Absence Without Pay**

In addition to those leaves already cited, a leave of absence without pay, not to exceed one (1) year, may be granted to an employee for a prolonged personal illness (supported by a medical certificate), for an approved full-time course of study and to campaign for and/or hold public office. Save in emergencies, requests for such leave must be submitted to the human resources office at least thirty (30) days in advance of the requested leave date. An employee returning from an approved leave of absence without pay will be offered the first available position for which she/he is qualified.

## 9.6 Severance Pay Upon Retirement

Upon an employee's retirement, she/he shall receive thirty dollars (\$30.00) for each unused day of sick leave accumulated up to one hundred forty (140) maximum or thirty dollars (\$30.00) for each year of service, whichever is greater. The Board shall pay the designated beneficiary (so identified to the teacher/employee's retirement system or teacher/employee's pension system) of an employee who dies while in active service a death benefit of thirty dollars (\$30.00) for each day of her/his sick leave so earned and unused, but not in excess of one hundred forty (140) days, or thirty dollars (\$30.00) for each year of service, whichever is greater.

## 9.7 Fringe Benefits

An employee shall be afforded the opportunity to continue payment towards insurance/retirement programs if they choose to do so. In order for benefits to be maintained during leave, the employee must pay the regular payroll deduction amount in order for the Board to continue to pay the Board's contribution to this program for the first four (4) months of personal illness leave. The Board will continue to pay the Board's contribution to this program for the first nine (9) months of worker's compensation leave if the employee pays their regular payroll deductions.

# ARTICLE 10

## VACATIONS/PERSONAL RELIGIOUS OBSERVANCES

### 10.1 Rate of Earning

A. Vacation leave for twelve (12) month employees shall be earned annually based on the following schedule:

<u>Years of Experience</u>	<u>Days Per Year</u>	<u>Days Per Pay Period</u>
1 – 4	15	.577
5 – 8	19	.731
9 – 12	21	.808
13 – 17	23	.885
18 - +	25	.962

If an employee is in a paid status for 50% or more of the scheduled work days in the pay period, she/he will earn vacation for the period. If less than 50%, none will be earned.

B. All policies, letters, contract language and past practice concerning snow days and excessive heat days relating to 12-month employees and 10-month clerical employees that were in effect June 30, 1992 and prior, shall become null and void effective July 1, 1992.

C. The following days shall be the only days recognized and observed as paid holidays for twelve (12) month employees:

New Year's Eve	Independence Day
New Year's Day	Labor Day
Martin Luther King's Birthday	Thanksgiving Day
President's Day	Day Following Thanksgiving
Good Friday	Christmas Eve
Easter Monday	Christmas Day
Memorial Day	Primary and General Election Days

## **10.2 Accumulation and Carry Over**

A twelve (12) month employee may accumulate no more than forty (40) days of annual leave as of the end of a pay period. A twelve (12) month employee shall take at least one (1) week of vacation leave in a block each calendar year; this requirement may be waived by the Board for special reasons. Should an employee have more than forty (40) days accumulated at the end of a pay period, the excess shall be converted to sick leave.

## **10.3 Vacations**

Remuneration at separation from employment for twelve (12) month employees will equal the per diem rate of pay at the time of retirement times the number of unused annual leave days, not to exceed forty (40) days.

# **ARTICLE 11**

## **FRINGE BENEFITS**

### **11.1 HEALTH INSURANCE**

1. The Board shall pay eighty percent (80%) of the cost for coverage of each individual enrolled under the Health Care Plan administered by the carrier for the Board. The benefits are those described in the booklet entitled "Health Care Plan". The employee's share of the premium shall be paid by payroll deduction.

2. Should need arise requiring consideration of a change of insurance carrier that fact shall be made known to the Association as promptly as possible. The Association shall be briefed on the circumstances requiring such consideration and shall be allowed to present its views and submit relevant suggestions to the Board. The Association shall be briefed on the circumstances requiring such consideration and will be provided documentation of plan design of the new carrier and shall be allowed to inquire for clarification of such details and present its views and submit relevant suggestions to the Board.

3. Basic coverages are as follows:

Point of Service (Managed Care)

a. Medical Coverage (for employee and family)

b. Dental Plan (for employee and family)

c. Vision Plan (for employee and family)

d. Retail Prescription – Formulary Plan \$13 (generic)/\$20 (formulary)/\$30 (non-formulary)/\$30 (specialty) per prescription or refill (up to 30-day fill) with mandatory generic or prior authorization (for employee and family)

- Mail/Home Delivery Prescription – Formulary Plan \$26 (generic)/\$40 (formulary)/\$60 (non-formulary)/\$60 (specialty) per prescription or refill (up to 90-day fill) with mandatory generic or prior authorization (for employee and family)

e. Physician office visit co-pay - \$25 (unless preventive care as defined by Affordable Care Act)

f. Emergency room co-pay - \$100

4. Table A contains an outline of the deductibles and basic coverages.

Specific coverages have individual maximums. See Health Care Plan for specific coverages, exclusions, and limitations.

**TABLE A**

**Point of Service Plan**

<b>Coverage at a Glance</b>	<b>In-Network</b>	<b>Out-of-Network</b>
Individual Annual Deductible	\$150	\$300
Family Annual Deductible	\$300	\$900
Individual Annual Out-of-Pocket Maximum	\$3,000	\$3,000*
Family Annual Out-of-Pocket Maximum	\$6,000	\$6,000*
Pre-existing Condition Limitation	No	No
Annual Maximum	Unlimited	Unlimited
PCP Referral Required	No	No

\* Plus amounts in excess of the maximum reimbursable charge and non-compliance penalties.

**11.2 Life Insurance**

The Board shall participate in a contributory group term life insurance program. The insurance contract shall provide for death benefits of \$50,000 for each employee payable to her/his designated beneficiary and an option to purchase additional coverage in \$5,000 units up to a maximum of \$50,000 additional insurance at the employee's expense. After July 1, 1996, employees may only increase their optional coverage a maximum of \$5,000 per year after their initial enrollment, during the period May 1 to May 15 each year, on a guaranteed issue basis, with an effective date of the following July 1. However, the approval of additional death benefits may be subject to medical underwriting approval. The Board shall pay seventy-five percent (75%) of the premium for each enrolled employee for the \$50,000 basic coverage. The employee's share of the premium shall be paid by payroll deduction.

The Board shall consult with the Association concerning carriers, but reserves the right to choose the company so as to insure that one carrier underwrites all group life insurance.

**11.3 Long-term Disability**

The Board shall participate in a contributory group long-term disability insurance program. The insurance contract shall provide for a benefit of at least sixty percent (60%) of the employee's gross salary, but not

more than seventy percent (70%) when added to other employee benefits. It shall also provide for a four-month waiting period before benefits begin. The Board shall pay seventy-five percent (75%) of the premium for each enrolled employee.

#### **11.4 Surviving Spouse Insurance Coverage**

In case of the death of an employee, who has been employed full-time by the Board of Education for twelve (12) years or longer, the surviving spouse shall have the option of continuing the health insurance plan provided by the Board of Education. Additional dependents may not be added to the plan after the employee's death. The full cost of the premium is to be paid by the surviving spouse.

**11.5** Coverages are not automatic; an employee must enroll. Employees regularly working fewer than thirty (30) hours weekly are not eligible for enrollment. Employee's share of premium is by payroll deduction.

#### **11.6 Retiree Insurance Benefit Plan**

The Board shall contribute to a plan entitled "Retiree Insurance Benefit Plan," hereafter referred to as the "Plan." The purpose of the Plan is to provide money to eligible retirees, which may include other employees and members from other employee groups, for defraying health insurance costs after retirement. The terms of the 2006-2009 Agreement shall remain in force until a non-revocable trust can be established. The trust shall contain the provisions of the 2006-2009 Agreement and shall be modified by the trustees based on the needs of the trust. It is further agreed that when the trust committee is formed it shall be comprised of five (5) union representatives and five (5) Board representatives. The union representatives shall be two (2) appointed by ACEA, and one each from AFSCME, ACESC and APSASAC. The language concerning the formation of the trust committee will be removed from the Agreement once the trust is established.

The Board of Education agrees to provide a sum total of \$928,857 for the 2016-2017 school year, and thereafter.

The cost of establishing the Plan and the administrative expenses of the Plan shall be deducted from the contributions to the Plan.

#### **11.7 Short-Term Disability**

The Board and the Association will explore the possibility of offering Short-Term Disability Coverage. The Association will research and present possible coverages to the Board prior to the end of the 2020-2021 school year.

#### **11.8 Assistance with Health Insurance**

Reasonable efforts will be made to assist unit members in resolving issues they may encounter with third party healthcare administrators providing the member can assist with providing information of prior contact and attempts to seek clarification and assistance with the third party administrator's customer assistance department.

## **ARTICLE 12**

### **SALARIES**

#### **12.1 Salaries**

For the 2020-21 school year, the salary and salary schedules shall be the 2019-2020 salaries increased by two percent (2%).

For the 2021-22 school year, the salary and salary schedules shall be the 2020-2021 salaries increased by one percent (1%).

For the 2022-23 school year, the salary and salary schedules shall be the 2021-2022 salaries increased by one percent (1%).

For the 2023-24 school year, the salary and salary schedules shall be the 2022-2023 salaries increased by one percent (1%).

Every member will advance one (1) step and longevity increments will be applied in each year.

#### **12.2 Longevity**

For the 2020-2021 school year: After ten (10) years of service, employees will receive five hundred forty three dollars (\$543); and an additional five hundred forty three dollars (\$543) after each interval of five (5) years.

#### **12.3 Educational Credits**

A. An employee holding a degree from an accredited four-year college will receive an additional seven hundred six dollars (\$706).

B. An employee completing sixty (60) credit hours from an accredited college will receive an additional three hundred fifty two dollars (\$352).

#### **12.4 Direct Deposit**

Effective July 1, 2003, all individuals shall be paid via direct deposit.

## **ARTICLE 13**

### **GENERAL PROVISIONS**

#### **13.1 Severability**

If any provision or application of this Agreement is held contrary to law, such provision or application shall not be valid and subsisting except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.

#### **13.2 Successor Agreement and Reopeners**

On or before December 1, 2019, the Board and the Association will initiate negotiations for the purpose of entering into a successor Agreement for the forthcoming year(s).

### **13.3 Distribution**

The Association shall provide each new employee with a copy of this agreement. The Board and the Association will maintain electronic master copy available on the Board's and Association's websites.

### **13.4 Management Rights**

Subject to the expressed terms and conditions of this Agreement and to the provisions of Section 160A of Article 77 of the *Annotated Code of Maryland*, it shall be the exclusive function of the Board of Education and the superintendent of schools to determine the mission of the county public education system and to operate the affairs and direct the personnel of the public school system in all aspects, including but not limited to: the standard of service to be offered; the efficiency of administration; the hiring, assignment or transfer of employees; the methods, means and personnel by which such operations are to be conducted; the right to discipline; the right to introduce new or improved methods or facilities; the right to change existing methods or facilities; the right to relieve employees because of a lack of work; the contracting out for goods and services; the right to issue rules, policies, procedures and regulations and take whatever actions are necessary to carry out the mission of the county public education system for which they are responsible and which is entrusted to them.

**13.5 Duration**

1. Except or otherwise provided herein, all provisions of this Agreement shall be effective July 1, 2020 and shall remain in full force and in effect until June 30, 2024.

2. Effective July 1, 2020, the compensation set forth in Article 12 shall be increased by two percent (2%). Advancement by one step when eligible shall apply.

3. Effective July 1, 2021, the Agreement will remain in force except for Article 11.1 Health Insurance and Article 12.1 – Salaries and two other items per side.

4. Effective July 1, 2022, the Agreement will remain in force except for Article 11.1 Health Insurance, Article 12.1 - Salaries, and one other item per side and two other items per side


5. Effective July 1, 2023, the Agreement will remain in force except for Article 11.1 Health Insurance, Article 12.1 – Salaries, and one other item per side.

\*All negotiations on monetary items are contingent on the availability of funds from all funding authorities as per COMAR section 6-408.1. In addition, should additional Kirwan funding be received that is specifically allotted to members of this unit, both the Board and Association agree to convene and discuss the disbursement of such funding.

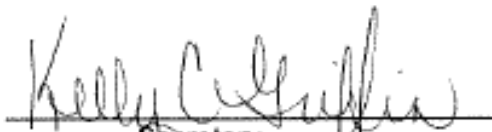
It is hereby agreed between the parties that these Amendments shall become effective upon their ratification by both parties. The foregoing Agreement for 2020-2024 is hereby ratified this 26<sup>th</sup> day of June, 2020.

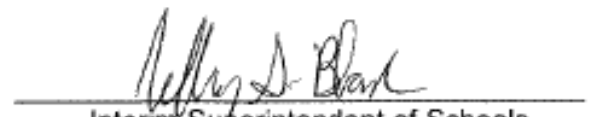
ALLEGANY COUNTY EDUCATION  
ASSOCIATION – UNIT IV

BOARD OF EDUCATION  
OF ALLEGANY COUNTY

  
\_\_\_\_\_  
President

  
\_\_\_\_\_  
President

  
\_\_\_\_\_  
Secretary

  
\_\_\_\_\_  
Interim Superintendent of Schools



**Appendix A  
ACEA Unit IV  
JOB CLASSIFICATIONS**

Grades	Positions Within Grade
1	Open
2	Open
3	Account Clerk III, Technician IV (12 mo.), Technician IV (10 mo.) Clerical Assistant (12 mo.), Clerical Assistant (10 mo.)
4	Secretary II, Account Clerk II, Technician III (12 mo.), Technician III (10 mo.)
5	Secretary I (12 mo.), Secretary I (10 mo.), Account Clerk I, Account Clerk/Secretary I, Account/Payroll Clerk I, Payroll Clerk I, Computer Operator, Insurance Clerk, Technician II (12 mo.), Technician II (10 mo.)
6	Administrative Secretary: Personnel, Finance, Maintenance, Transportation, Instruction Senior Account Clerk, Senior Payroll Clerk, School Financial Secretary Technician I (12 mo.), Technician I (10 mo.),
7	Sign Language Interpreter II (12 mo.)
8	Sign Language Interpreter I (12 mo.) Computer Technician II, Phone/PA Technician
9	Administrative Assistant, Computer Technician I
10	Administrative Secretary to Superintendent
*****	
51	Instructional Assistant
52	Parent Involvement Coordinator, Project Yes Coordinator (190 days)

Appendix B

**BOARD OF EDUCATION OF ALLEGANY COUNTY**  
**ACEA Unit IV**  
**2020-2021**

Classification		1st Step	2nd Step	3rd Step	4th Step	5th Step	6th Step	7th Step	8th Step	9th Step	10th Step	11th Step	12th Step
<b>GRADE 1</b>	12 Month	24,579	24,579	24,579	24,579	24,579	25,942	27,379	28,898	30,499	32,189	33,976	36,216
	10 Month	20,483	20,483	20,483	20,483	20,483	21,618	22,816	24,082	25,416	26,824	28,313	30,180
<b>GRADE 2</b>	12 Month	24,763	24,763	24,762	26,007	27,315	28,687	30,129	31,646	33,235	34,904	36,659	38,859
	10 Month	20,636	20,636	20,635	21,673	22,763	23,906	25,108	26,372	27,696	29,087	30,549	32,383
<b>GRADE 3</b>	12 Month	25,090	26,244	27,452	28,713	30,033	31,414	32,858	34,370	35,949	37,602	39,331	41,496
	10 Month	20,908	21,870	22,877	23,928	25,028	26,178	27,382	28,642	29,958	31,335	32,776	34,580
<b>GRADE 4</b>	12 Month	27,728	28,905	30,129	31,406	32,738	34,127	35,572	37,082	38,654	40,293	42,001	44,141
	10 Month	23,107	24,088	25,108	26,172	27,282	28,439	29,643	30,902	32,212	33,578	35,001	36,784
<b>GRADE 5</b>	12 Month	30,368	31,563	32,805	34,096	35,437	36,829	38,278	39,784	41,350	42,974	44,665	46,778
	10 Month	25,307	26,303	27,338	28,413	29,531	30,691	31,898	33,153	34,458	35,812	37,221	38,982
<b>GRADE 6</b>	12 Month	33,012	34,387	35,819	37,311	38,863	40,482	42,166	43,922	45,750	47,655	49,637	52,059
	10 Month	27,510	28,656	29,849	31,093	32,386	33,735	35,138	36,602	38,125	39,713	41,364	43,383
<b>GRADE 7</b>	12 Month	35,655	36,519	37,407	38,314	39,245	40,197	41,175	42,174	43,199	44,246	45,321	46,779
	10 Month	29,713	30,433	31,173	31,928	32,704	33,498	34,313	35,145	35,999	36,872	37,768	38,983
<b>GRADE 8</b>	12 Month	40,936	41,815	42,711	43,629	44,564	45,520	46,496	47,494	48,513	49,555	50,617	52,059
	10 Month	34,113	34,846	35,593	36,358	37,137	37,933	38,747	39,578	40,428	41,296	42,181	43,383
<b>GRADE 9</b>	12 Month	44,898	45,784	46,688	47,610	48,551	49,510	50,487	51,484	52,500	53,535	54,592	56,025
	10 Month	37,415	38,153	38,907	39,675	40,459	41,258	42,073	42,903	43,750	44,613	45,493	46,688
<b>GRADE 10</b>	12 Month	48,859	49,753	50,662	51,587	52,530	53,490	54,468	55,464	56,476	57,509	58,560	59,987
	10 Month	40,716	41,461	42,218	42,989	43,775	44,575	45,390	46,220	47,063	47,924	48,800	49,989

Classification		1st Step	2nd Step	3rd Step	4th Step	5th Step	6th Step	7th Step	8th Step	9th Step	10th Step	11th Step	12th Step
<b>GRADE 51</b>	10 Month	21,599	21,599	21,599	22,407	23,245	24,114	25,016	25,951	26,920	27,927	28,973	30,411
<b>GRADE 52</b>	10 Month	23,201	23,201	23,201	24,014	24,857	25,729	26,631	27,563	28,531	29,531	30,567	31,995

LONGEVITY: \$543 For each interval of 5 years after 10 years

EDUCATIONAL CREDIT: \$706 For an employee holding a degree from an accredited four-year college.  
 \$352 For an employee completing sixty (60) credit hours from an accredited college.

NOTE: 10 month is 10/12 of 12 month amount  
 11 month is 11/12 of 12 month amount