



HCEA

July 1, 2000 - June 30, 2002

**HOWARD COUNTY EDUCATION ASSOCIATION/
EDUCATIONAL SUPPORT PERSONNEL**

AND

BOARD OF EDUCATION OF HOWARD COUNTY

BETWEEN THE

AGREEMENT

*1800
workers*

7/10/02



830555

Rec'd 10/20/00

HOWARD COUNTY EDUCATION ASSOCIATION/EDUCATIONAL SUPPORT PERSONNEL

TABLE OF CONTENTS

1-2	Recognition	Article 1
2-4	Grievance Procedure	Article 2
4-5	Association Rights	Article 3
5-6	Employee Rights	Article 4
6-8	Transfers and Promotions	Article 5
8	Evaluation	Article 6
9-12	Leaves	Article 7
12	Workers' Compensation Leave	Article 8
12	Protection of Members	Article 9
12-13	Emergency Closings	Article 10
13-15	Working Hours and Working Conditions	Article 11
15-16	Reductions in Force	Article 12
17	Sick Leave Bank	Article 13
18-25	Insurance Protection	Article 14
26	General Provisions	Article 15
26-27	Negotiation Procedure	Article 16
28-29	Salary Scales	Article 17
30	Duration	Article 18

PAGE

**ARTICLE 1
RECOGNITION**

- 1.1 Pursuant to and in conformity with Title 6, Subtitle 5, of the Education Article of the Annotated Code of Maryland, the Board recognizes the Association as the sole and exclusive bargaining agent for all employees within the unit defined herein.
- 1.2 Bargaining Unit - The bargaining unit shall include all assistants, clerical personnel, and secretaries employed 700 hours per year except the following:
 Employees employed between 650-700 hours per year shall be eligible members of the bargaining unit if they are employed in a job sharing capacity.
- 1.2.A Confidential Employees
- Secretary to the Board's Chief Negotiator
 - Secretary to the Board of Education
 - Secretary to the Superintendent
 - Secretaries in the Human Resources Office designated by the Superintendent/designee
 - Secretary (excluding association officers) designated by the Superintendent/designee and working for any person assigned to the board's collective bargaining team during a negotiations year.
 - Administrative Assistant to any Associate Superintendent
- 1.2.B The Superintendent/designee will provide written notice to any employee designated as confidential within ten (10) days of being so designated.
- 1.2.C Temporary Employees - Any employee hired for a period of not more than three consecutive months to fill a temporary job or for any period of time to replace an employee on approved leave. Temporary employees are not eligible to be members of the bargaining unit.
- 1.3 Definitions
- 1.3.A Employee - Unless otherwise indicated, the term "employee(s)" shall refer to all members of the bargaining unit.
- 1.3.B Seniority - Seniority shall be defined as continuous length of service in the Howard County Public School System.
1. Calculation - For a full-time employee, seniority shall be calculated from the date that the employee first reported to work. Seniority rights shall become effective following completion of the probationary period of 120 work days, retroactive to the first date of employment. For part-time employees excluded from the bargaining unit who become full-time employees as defined in this Agreement, seniority shall be retroactive to the first day of part-time employment.

- 2. Interruption in Service - Approved leaves of absences will neither count toward years of service for seniority purposes, nor be considered a break in service.
- 3. Termination of Rights - An employee shall lose seniority rights if he/she resigns, except that persons returning to employment within 12 months shall have all of their accumulated sick leave restored. Persons returning to employment between 12 and 24 months shall have 50% of their accumulated sick leave restored.

**ARTICLE 2
GRIEVANCE PROCEDURE**

- 2.1 Definitions
 - 2.1.A Grievant - An employee or group of employees filing a grievance.
 - 2.1.B Grievance - A written statement by a grievant that a dispute or disagreement exists involving the express provisions of the terms of this Agreement that relate to salaries, wages, hours, and other working conditions.
 - 2.1.C Employer - The Board of Education or its administrative officers.
 - 2.1.D Weekday - For 10-month employees, weekday means the day of the week other than Saturdays, Sundays, holidays, or any other day noted in the school calendar when schools are closed for students, or when schools are closed for emergencies and/or inclement weather.
 - 2.1.E For 12-month employees, weekday includes all scheduled workdays other than Saturdays, Sundays, holidays, or any day when schools and/or offices are closed for emergencies and/or inclement weather.
 - 2.2 Procedures
 - 2.2.A It is most desirable for an employee and his/her immediate supervisor to resolve the dispute through informal communications. In the event that informal communications fail to resolve the dispute, the employee may file a grievance.
 - 2.2.B The employee must submit a written statement regarding the alleged grievance to his/her immediate supervisor within eighteen (18) week days following the date of the occurrence (of alleged grievance).
- The employee's written grievance must include at least the following:
- Name (and signature) of the grievant/s
 - Job assignments/ (and location/s)
 - Description of grievance and the facts involved including relevant dates
 - Reference to the express provisions of this Agreement
 - Remedy sought

Association Representation - All employees shall have the right of Association representation at each step of the grievance procedure. Copies of employer decisions given at any step of the grievance procedure in any grievance whatsoever shall be given to the Association.

2.5

Records - A record of a grievance shall not be included in any employee's personnel file.

2.4

Meeting - Grievance meetings and hearings will be scheduled to commence at 10:00 a.m., when no more than two employees of the Board of Education of Howard County (including the Grievant and/or Grievants) are required by the Association to testify. In any case in which the Association will require the attendance of more than two employees, the meeting will be scheduled to commence at 4:00 p.m. If the parties mutually agree, the meeting may commence at an earlier or later time.

2.3

The costs of the aforementioned arbitration shall be equally divided between the Association and the Board.
The jurisdiction and authority of the arbitrator and any opinion of award shall be confined to the express provisions of this Agreement at issue between the Association and the Board. The arbitrator shall not add to, alter from, amend, or modify any provision/s of this Agreement.

Step III - Submitted to Arbitration - In the event that the employee and the Association are not satisfied with the decision at Step II, the grievance may be submitted to arbitration under the Voluntary Labor Arbitration Rules of the American Arbitration Association within 40 calendar days from the date the decision at Step II was forwarded via certified mail. The arbitrator's decision shall be final and binding on all the parties.

3.

The Superintendent's designee shall provide a written decision pursuant to the grievance within seven (7) week days after completion of the meeting.

Step II - Between the Grievant and the Superintendent's designee - Within eight (8) week days of the receipt of the supervisor's response (Step I), the employee may appeal the immediate supervisor's decision to the Superintendent's designee. The appeal must be in writing. The Superintendent's designee shall arrange for a meeting with the employee within ten (10) week days after receipt of written appeal. The immediate supervisor may be present at a Step II hearing at the discretion of the Superintendent's designee.

2.

Step I - Between the Grievant and the Immediate Supervisor/designee - The immediate supervisor shall schedule a meeting with the employee within seven (7) week days after receiving the written statement from the employee. The immediate supervisor shall respond to the employee in writing within eight (8) week days as to his/her disposition of the grievance. In the event that the grievant is not satisfied with the supervisor's response, he/she may appeal to Step II.

1.

A grievance shall be presented in the following steps:

2.2.C.

2.6 No Reprisals - No reprisals shall be invoked against any employee for processing a grievance or participating in any way in the grievance procedure.

**ARTICLE 3
ASSOCIATION RIGHTS**

3.1 No Reprisals - No reprisals shall be taken against any employee who exercises his/her rights under this Agreement.

3.2 Bulletin Boards - The Board will provide one (1) bulletin board at each school at an appropriate location.

3.3 Association Communications - The Association shall be permitted to utilize the school delivery system (PONY) for the distribution of Association materials, provided that such distribution does not interfere with the distribution of the materials of the school system. However, the Association agrees not to use the school delivery system for the following:

1. Political materials.
2. Advertising materials for business establishments or brand name materials not contained in official Association publications.

3.4 Association Meetings - The Association shall have the right to use school facilities for meetings at reasonable times and upon meeting all appropriate application and utilization procedures established by the Community Services Office.

3.5 Access to Schools - In order for the Association to properly administer this Agreement, Association officers or employees will have access to all school buildings and all employees, provided that the exercise of this right will not interfere with the educational program and provided that access does not interfere with assigned duties. The school administrator or department supervisor shall make the determination regarding interference.

3.6 Information to Association - The Board shall provide the Association upon request available information developed by the school system which is reasonably necessary to represent employees in negotiations and grievances. Such information shall not be unreasonably withheld.

3.7 Board Meetings - The Association will be mailed a copy of the Board meeting agenda prior to the meetings. A copy of approved Board minutes will be mailed to the Association promptly following such meetings.

3.8 Dues Deduction - The Board agrees to deduct from the pay of each employee covered by this Agreement all Association dues as said employee individually and voluntarily authorizes to be deducted through an appropriate written authorization form prepared by the Association. An employee's written authorization shall be irrevocable for a period of one (1) year and shall renew itself thereafter, from year to year, subject each year to revocation in writing during the period from August 15 to September 15 inclusive. The deductions shall be made in twenty (20) equal

- 4.1 The parties agree that employee discharge and discipline are currently not subjects of bargaining. At such time as it become permissible through judicial decision or by statute, the following language shall become part of this article:
Cause - No employee will be discharged without cause.
- 4.2 Personal Life - The personal life of an employee shall be the concern of and warrant the attention of the Board only as it may prevent the employee from properly performing his or her assigned duties or for any conduct or for any activity that may be inconsistent with Howard County Board of Education administrative policies and procedures.
- 4.3 Freedom of Association - Participation in any religious, political, or lawful Association activity shall not be grounds for any discriminations or disciplinary action.
- 4.4 Personnel Files - Individual personnel files located at the Board office shall be maintained in accordance with the following procedures:
A. No material 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 he/she has read such material by affixing his/her signature

**ARTICLE 4
EMPLOYEE RIGHTS**

- 3.9 Exclusivity - Pursuant to appropriate laws, the rights and/or privileges granted to the Association in these procedures will not be granted to any other employee organization seeking to represent members of the unit.
- 3.10 Employee Lists - No later than October 1 and February 1 of each year, the Board shall provide the Association with the name and work location of each employee eligible for representation by the Association.
- 3.11 Notices - The Association shall receive notices of all unit position vacancies via distribution of approved circulars.
- 3.12 The Association shall receive copies of all policies and all circulars, including those that affect wages, hours, or working conditions of employees.
- 3.13 Orientation - The Association shall be allowed to distribute materials to new employees through the Department of Human Resources. When feasible, the Association shall be permitted to present information to assistants at their annual orientation.

A. The substantive determination of requests for voluntary transfers is within the exclusive province of the Superintendent of Schools and, as such, is not negotiable or subject to the grievance procedure. However, if the

Voluntary Transfer Procedures - An assistant who voluntarily desires to transfer to another building or department shall notify his/her immediate supervisor in writing and the Human Resources Office and/or each school, as appropriate, of such request between October 1 and May 15 of each year. The request shall include the name of the location associated with the request.

5.1

ARTICLE 5 TRANSFERS AND PROMOTIONS

Employees shall receive payment for participating in school system-approved training programs conducted after regular work hours at a rate approved by the Superintendent/designee.

4.8

Tuition Reimbursement - The Board shall reimburse tuition costs for professional improvement training for courses/job-related training, including conferences, successfully completed and approved in advance by the Superintendent/designee. Probationary employees are not eligible to participate in the tuition reimbursement program. Probationary employees in this context does not include those employees who are serving a new reevaluation period due to promotion or transfer.

4.7

When a meeting with an employee is being called for the purpose of suspension, demotion, or discharge, the employee shall be advised of his/her right of representation prior to the beginning of any such conference or meeting.

4.6

Any work-related complaints regarding an employee should be communicated to the employee, investigated, and the results of the investigation, if any, made known to the employee as soon as possible.

4.5

E. The official personnel file for each employee shall be located in the Department of Human Resources.

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

C. An employee shall be permitted to examine his/her file, except for employment references, at all reasonable times by appointment. The employee shall also be provided with an opportunity to review any additional documents to be relied on in any grievance procedure.

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

on the actual copy to be filed, 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.

Superintendent determines that more than one employee is equally qualified for the position, the order for filling the vacancy shall be based on seniority.

Upon receipt of the transfer forms in the schools, the assistants will be informed of receipt of the transfer request.

Recommendations for voluntary transfers for the ensuing year will not be accepted and/or processed after August 15. With the approval of the releasing principal, this date can be waived until September 1 if the request does not cause a hardship on the educational program. Assistants who accept voluntary transfers on or between August 15 and September 1 will not be released until a replacement is found for the transferring assistant. The waiver provision to the voluntary transfer process is valid for the 2000-2001 and 2001-2002 school years only.

For school years 2000-2001 and 2001-2002 an instructional assistant may request transfer to a different school between the time period October 1st through December 31st provided the pending and receiving school principals agree with the transfer and there is not a disruption to the educational program as determined by the respective school principal.

Secretarial and clerical personnel may apply for a voluntary transfer anytime during the school year when an appropriate position is available and the criteria in (5.1) above shall apply.

Involuntary Transfer Procedures - An employee will be involuntarily transferred when the number of unit positions or job classifications at a work site, or department needs to be reduced. Notice of any involuntary transfer shall be provided to the employee thirty (30) calendar days prior to any transfer, except under extenuating circumstances.

Before an employee is involuntarily transferred, volunteers from among those affected by the need for transfer, will be given first consideration for transfer.

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

The substantive determination of persons to be retained at the work site, department, or within the school system is within the exclusive authority of the Superintendent of Schools and, as such, is not subject to negotiation or to the grievance procedure. However, the order of transfer, among those not selected for retention, who are therefore eligible to be involuntarily transferred, shall be based on inverse seniority.

The substantive determination concerning placement of persons involuntarily transferred is within the exclusive authority of the Superintendent of Schools and, as such, is not subject to negotiation or to the grievance procedure. However, if the Superintendent determines that more than one employee is

5.2

Performance - Any employee whose performance is less than satisfactory shall be informed in writing. At least one conference identifying areas of unsatisfactory performance shall be held with the employee at least 30 calendar days prior to the year-end evaluation. For any observation less than satisfactory, the evaluator shall provide written suggestions for improvement.

6.6

A. Any observation of the employee's work performance shall be conducted openly and with full knowledge of the employee.
B. Any observation of the employee that may be used for evaluation purposes shall be in writing and a copy given to the employee. If requested by the employee, a post observation conference shall be held within five (5) duty days of any formal observation.

Observations

6.5

Comments - The employee shall have the right to attach any comments he/she wants to attach to the evaluation materials.

6.4

Within five (5) work days of the completion of the employee's evaluation, a copy of the evaluation shall be provided to the employee. A conference will be held with the employee. Ten-month employees shall have up to three (3) work days before the end of the school year to respond to the evaluation. Twelve-month employees shall have up to three (3) work days before the end of the fiscal year to respond to the evaluation.

6.3

All evaluation procedures shall be communicated to employees, administrators, and supervisors by between September 1 and December 1 of each school year.

6.2

Purpose - The parties agree that the primary purposes of the evaluation process are to assess performance, identify and improve employee performance by utilizing assessment procedures coupled with recommendations for improvement.

6.1

ARTICLE 6 EVALUATION

Promotions - Vacancies shall be advertised in writing and made available by a recorded announcement through the Human Resources Office. All current employees shall be eligible, depending upon their qualifications, to be considered for any promotional position.

5.4

Reinstatement (Involuntary Transfers) If an employee is involuntarily transferred, the employee shall have the right of first refusal to return to that position if the same position is restored within the school year or by October 15 of the current school year if said transfer occurred at the end of the previous school year.

5.3

equally qualified for placement, based on his/her assessment, then the order of placement shall be based on seniority. All employees identified as involuntarily transferred shall be contacted by the Superintendent/designee.

**ARTICLE 7
LEAVES**

A. Rate - Employees shall earn one (1) day per month of paid sick leave, the annual total of which shall be available at the beginning of the first duty day of the work or school year. Employees who vacate their position and who have used more sick leave than earned shall be required to reimburse the Board and/or have their pay adjusted for the appropriate amount of days.

B. Accumulation - Unused sick leave shall accumulate from year to year without limit.

C. Up to 10 days of sick leave may be used for illness in the immediate family.

7.2 Two (2) days of paid personal leave per year shall be provided to each employee.

A. Accumulation - Unused personal leave shall be allowed to be accumulated, up to a maximum of four (4) days. Any personal leave accumulated beyond four (4) shall be converted to sick leave.

B. Notice - The employee will notify his/her supervisor twenty-four (24) hours in advance of his/her absence except in cases of emergency. Employees shall not be required to give reasons.

C. Personal leave may not be taken on the day preceding or following a holiday or vacation except upon approval of the Superintendent's designee.

D. Personal leave shall be taken in one-half or full day increments.

E. An employee on probation shall earn personal leave, but must complete the probationary period to be eligible to use personal leave.

7.3 Bereavement Leave - An employee shall be allowed five (5) week days of absence without loss of salary upon the death of the employee's relative; a child, parent, brother, sister, husband, wife, daughter-in-law, son-in-law, sister-in-law, father-in-law, grandparent, grandchild, stepchild, mother-in-law, father-in-law, or anyone who has lived regularly in his/her household. One work day of bereavement leave shall be allowed for death of each aunt, uncle, niece, or nephew of the employee, not to exceed a total of three (3) days each calendar year.

7.4 Annual Leave (12-Month Personnel) - Paid annual leave shall be earned by 12-month employees based on the following schedule:

<u>Length of Service/Years</u>	<u>Number of Annual Leave Days</u>
--------------------------------	------------------------------------

1	10
2	13
3-6	16
7-9	17
10+	20

A Paid annual leave shall be earned by 12-month employees on a monthly basis according to the following schedule.

Month	10	13	16	17	20
July	.5	1.0	1.5	1.5	1.5
August	1.0	1.0	1.0	1.5	2.0
September	1.0	1.0	1.5	1.5	1.5
October	.5	1.0	1.0	1.0	1.5
November	1.0	1.0	1.5	1.5	2.0
December	1.0	1.5	1.5	1.5	1.5
January	.5	1.0	1.5	1.5	1.5
February	1.0	1.0	1.0	1.0	2.0
March	1.0	1.0	1.5	1.5	1.5
April	.5	1.0	1.0	1.5	1.5
May	1.0	1.0	1.5	1.5	2.0
June	1.0	1.5	1.5	1.5	1.5

B. An employee on probation shall earn annual leave but shall complete the required probationary period before being eligible to use annual leave.

C. Annual leave must be requested at least 24 hours in advance on the form prescribed by the Board. The 24 hours notification may be waived in emergency situations.

D. Annual leave must be requested and used in no less than 1/2 day increments, except with the approval of the immediate supervisor and in emergency situations.

E. The immediate supervisor shall inform the employee of the disposition of any leave request in a timely manner.

F. On June 30 of each year employees shall be allowed to have accrued up to two (2) times the number of annual leave days allotted. Upon termination of employment, an employee shall be paid for any unused annual leave not to exceed the aforementioned limit.

Association and Convention Leave - Association officers and/or representatives may be permitted to draw upon thirty-five (35) school days for use in Association business without loss of pay. The total of thirty-five (35) days shall also include leave for convention attendance under the following provisions:

1. On duty days when schools are closed for students, employees may attend the Maryland State Teachers' Association Convention without loss of pay provided that approval is granted by Superintendent/designee.

2. When schools are open for students, up to ten (10) employees designated by the Association may attend the Maryland State Teachers' Association Convention for one (1) day without loss of pay.

3. Up to 20 additional days will be provided for employees who are elected to the position of MSTTA delegate. The Association shall provide the Superintendent/designee with the names of the delegates.

7.5

- 7.6 Child Rearing Leave - Child rearing leave may be granted for a period not to exceed three (3) years starting within one year of the date of birth or adoption of the employee's child. The employee must apply on the prescribed form to the Superintendent's designee. The application shall contain the requested date for commencement of the leave.
- A. Nonprobationary Employees - Child rearing leave shall be limited to nonprobationary Association employees.
- B. Return from leave - The employee shall inform the Superintendent's designee, in writing, thirty (30) days prior to the time the employee wishes to return from child rearing leave or thirty (30) days prior to the expiration of the child rearing leave.
- C. Assignment after leave - Employees returning from child rearing leave shall be assigned before new persons are hired. If assigned to an equal position, the employee will be placed on the salary step and grade achieved at the time of departure. If the employee returns to a different position, the employee will be reinstated at the appropriate grade and step for which the employee is qualified.
- 7.7 Legal Proceedings - An employee shall be granted leave with no loss of pay for attendance in any legal proceedings connected with his/her employment with the school system and for court subpoena when the employee is called as a witness, provided such appearances are not related to any suit or litigation brought by the employee against the Board or its employees or criminal charges brought against the employee.
- Any employee called for jury duty shall notify his/her supervisor of his/her plan for such services as early as possible and shall receive full pay and fringe benefits in addition to the remuneration for jury duty. The employee may be required to submit a certificate of attendance.
- 7.8 Military Leave - All employees who are members of the military or naval establishments of the United States or of the State of Maryland shall be granted leave on those days during which they shall be engaged in any military or naval duty to which they shall be ordered by proper authority, not to exceed fifteen (15) calendar days in any year without loss of pay for the working days included in such leave.
- 7.9 Professional Leave Without Pay - Employees shall be eligible for leave without pay for professional improvement training upon approval by the Superintendent/designee. Employees returning from leave under this section shall be assigned before new persons are hired.
- 7.10 Benefit Continuation - Employees taking an unpaid/approved leave of absence shall be afforded the opportunity to continue health insurance benefits by paying the full cost thereof to the Board quarterly in advance. Retirement continuation shall be consistent with State regulations and laws.

Reporting - In the event that central office and the schools are closed for an emergency reason by the Superintendent, employees shall not be required to report to work. No leave of any type shall be reduced to cover such employee absence, nor shall any loss of pay or benefits be incurred. If employees are requested to work on such days for emergency reasons, they shall be paid time and a half for all hours

10.1

**ARTICLE 10
EMERGENCY CLOSINGS**

Damage to the personal property of any employee involved in a physical assault by a student shall be reimbursed by the Board for damages up to a reimbursement level established by the Superintendent/designee. The reimbursement will be provided only if not provided by the employee's insurance or other sources of restitution.

9.2

Any physical assault upon an employee by a student shall be investigated by the school administrator and/or Superintendent/designee. The employee shall be informed of the results of the investigation to the extent provided for by statute.

9.1

**ARTICLE 9
PROTECTION OF MEMBERS**

The employee may apply for General Leave under Article 7 of this Agreement without affecting any benefits which may be due under the Workers' Compensation Law.

B.

The employee may elect to use his/her earned leave or sick leave, during which period(s) he/she shall receive his/her regular salary, plus any amount paid as temporary disability under Workers' Compensation Law.

A.

If the employee is continued on temporary total disability from Workers' Compensation beyond the 90 work-day period, these options shall be available to him/her.

Whenever an employee is absent from work as a result of personal injury occurring in the course of his/her employment, he/she will be paid his/her full salary for a compensable injury for a period not to exceed 90 work days and with no loss of fringe benefits, and no part of such absence will be charged to his/her accumulated personal, annual or accumulated sick leave. Any worker's compensation payment made for temporary disability due to said injury and applicable to the aforementioned 90 work-day period shall be endorsed over to the department.

8.1

**ARTICLE 8
WORKERS' COMPENSATION LEAVE**

General Leave - The Superintendent/designee may grant leave without pay for up to two (2) years for unusual or imperative reasons. Employees returning from leave under this section shall be assigned before new persons are hired. Employees must have completed the required probationary period to be eligible for general leave. Applications for general leave shall be treated in a confidential manner.

7.11

- 7-1/2 hours a day which includes a 30-minute unpaid lunch period.
- 8 hours a day which includes a 60-minute unpaid lunch period.
- 8-1/2 hours a day which includes a 30-minute unpaid lunch period.
- 9 hours a day which includes a 60-minute unpaid lunch period.

B. Secretarial/clerical personnel will work the following hours based on assignment:

A. Assistants will work a 7-1/2 hour day which includes a 30-minute unpaid duty-free lunch period.

Duty Day

11.2

C. The duty year for 12-month employees shall be equivalent to the number of weekdays in the fiscal year, including paid holidays.

B. The duty year for ten (10) month secretaries and clerks shall be two hundred ten (210) work days, including paid holidays.

A. The duty year for 10-month assistants shall not exceed 190 work days per year plus any paid holidays.

Duty Year

11.1

**ARTICLE 11
WORKING HOURS AND WORKING CONDITIONS**

10.5 The above provisions are only to be applied to weather related circumstances.

10.4 Delayed Openings - On days of delayed openings, school-based and central office secretaries/clerks may report to work up to 30 minutes later than their regular starting time for a one (1) hour delayed opening and up to one (1) hour later than their regular starting time for a two (2) hour delayed opening. When schools are open one (1) or two (2) hours late because of inclement weather, 10-month assistants may report one (1) or two (2) hours later than their normal reporting time as applicable to the delayed opening.

10.3 On days of early school closings, school-based employees may be dismissed 30 minutes after the students' dismissal time. The building administrator may extend the dismissal time under extenuating circumstances. Nonschool-based employees shall be dismissed 30 minutes after the dismissal time of the latest school.

10.2 Central Office/Secretaries - If schools are closed for students, but a determination is made to open the central office and school offices, all 12-month employees and 10-month secretaries may report to work up to ninety (90) minutes later than their regular starting time or exercise liberal leave. Liberal leave is the employee's use of existing personal or annual leave.

worked. Ten-month assistants shall not be required to report to school when schools are closed for inclement weather.

C. All school-based principals' secretaries will work an 8-1/2 hour day which includes a 30-minute unpaid lunch period.

11.3

Overtime

A. When an employee is required to work beyond his/her normal workday, he/she shall be paid at his/her regular rate of pay.

B. Employees working in excess of forty (40) hours in a scheduled work week shall be paid at 1-1/2 the employees regular rate of pay.

11.4

Eligible employees shall receive their regular rate of pay for the holidays listed below:

- 4th of July Holiday
 - Labor Day
 - Primary Election Day (if approved in the school calendar)
 - General Election Day (if approved in the school calendar)
 - Thanksgiving Day
 - Day After Thanksgiving Day
 - Christmas Day
 - Day before or day after Christmas Day as established in the school calendar
 - New Year's Day
 - Martin Luther King's Birthday
 - President's Day
 - Good Friday and Easter Monday
 - Memorial Day
 - Rosh Hashanah, and Yom Kippur (if approved in the school calendar)
- A. Holidays will be observed on the dates on which they fall unless noted otherwise.

B. To be eligible to receive pay for a holiday, the employee must be on approved pay status on the workday immediately preceding and on the workday immediately following the holiday.

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

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

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

A layoff is any fiscal, enrollment, or administrative related action resulting in the system loss of personnel/positions within the unit.

**ARTICLE 12
REDUCTIONS IN FORCE**

11.8 A school-based employee performing duties of an employee in a higher grade who is absent for ten or more consecutive work days shall receive the higher rate of pay retroactive to the first day of the assignment.

11.7 A. Employees who are required to use their automobiles while on duty for authorized and approved travel shall be reimbursed at the IRS-approved rate per mile provided such travel is authorized and approved in advance by the Superintendent/designee.
B. Mileage

B. Employees shall not be required to obtain or to secure substitute coverage for their duties when they are absent.

11.6 A. Substitutes will be provided for special education assistants and principals' secretaries for absences of three (3) or more consecutive days. Substitutes will be provided for health assistants for absences of two (2) or more consecutive days. The above provisions may be waived by the Superintendent/designee regarding providing substitutes for lesser number of days absence. The Superintendent/designee may provide substitutes for other unit members. Except in emergency situations, unit employees will not be required to substitute for teachers.
B. Substitutes

B. Beginning in Fiscal Year 2002, assistants will be paid for Martin Luther King, Jr's. Birthday.

- Labor Day
- Thanksgiving Day
- Day after Thanksgiving Day
- Christmas Day
- Day before or day after Christmas Day as established in the school calendar
- New Year's Day
- Good Friday
- Easter Monday
- Memorial Day

A. Assistants will be paid for the following holidays:

11.5 Holiday Pay for Assistants

12.6 Benefit Continuation - An employee on layoff shall be afforded the opportunity to continue health insurance benefits by paying the full cost thereof to the Board quarterly in advance. Retirement continuation shall be consistent with state regulations and laws.

12.5 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) week days or to report to work within ten (10) week 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 one year the employee shall notify the Superintendent/designee if he/she desires to remain on the recall list for the second year. An employee may not remain on the list beyond the second year.

12.4 Recall - Employees on layoff shall be recalled in the inverse order of layoff. New employees will not be hired while there are qualified employees on layoff.

The presence of these provisions in 12.2 and 12.3 shall not be considered an admission of negotiability regarding such items.

Seniority shall be a consideration, but shall not be determinative.

B. Seniority in the school system.

A. Work-related performance.

12.3 Within each of the categories above, the Superintendent shall consider only the following:

C. Nonprobationary employees within the grade/classification.

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

A. Temporary employees, within the grade/classification.

12.2 In the event it becomes necessary to layoff employees, the layoff order shall be as follows:

12.1 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 15 days of final action of the Board or fiscal authority as appropriate or June 30. The employee and the Association shall be provided with at least 20 days advance notice of the effective date for any reductions in force after July 1.

**ARTICLE 13
SICK LEAVE BANK**

- 13.1 Purpose - The purpose of the Sick Leave Bank is to provide sick leave, in certain cases, to participating employees whose accumulated sick leave has been exhausted.
- 13.2 Sick Leave Bank - All employees are eligible to contribute to and participate in, without a monetary charge, a Sick Leave Bank upon completion of the required probationary period.
- 13.3 Enrollment Period - The annual enrollment period shall be from September 1 to October 31. Any former Sick Leave Bank member returning from extended leave will be permitted to rejoin the Bank upon contributing the assessment for the current year within thirty (30) days after reassignment. New employees may participate upon contributing the assessment within thirty (30) days following completion of the probationary period. Assessment authorizations shall continue in full force and effect from year-to-year until canceled by the employee.
- 13.4 Contribution Rate - The annual rate of contribution will be determined by the approval committee and will not exceed a maximum of two (2) days per year per employee in half-day increments. The number of days shall be certified to the board prior to September 1 of each year.
- 13.5 Approval Committee - The Association shall appoint a Sick Leave Bank Approval Committee which shall have responsibility for determining the annual assessment rate, receiving requests for grants and approving or denying such requests. The Committee shall publish its rules and procedures to all employees.
- 13.6 Payment - Upon notification of approval by the Committee, the Board shall credit all of the days granted from the bank, the unused Sick Leave Bank days will be returned to the bank.
- 13.7 Bank Grants - Bank grants shall not be automatically carried over from one year to another.

ARTICLE 14
INSURANCE PROTECTION

A. Life Insurance
The Board shall pay the full cost for group term life insurance protection equal to an employee's base salary (to the nearest thousand), with a minimum of ten thousand dollars (\$10,000) to be paid to the employee's designated beneficiary upon death and, in the event of accidental death, a sum not less than two (2) times that amount.

B. 84-85 Medical/Dental Program
The Board shall pay ninety percent (90%) of the cost of a group medical, surgical, and major medical insurance plan for each employee and dependents, if any, as governed by the insurance carrier. An employee may select any insurance coverage alternative as to dependents as provided in the plan. The health insurance benefits included in the 1983-1984 plan shall be maintained.

For each employee enrolled, the Board shall pay ninety percent (90%) of the premium cost for an individual Dental Program. The employee may elect to purchase dependent coverage.

C. Variety of Insurance Program (VIP) Medical, Dental, Vision Program

1. Employee Election of Variety of Insurance Programs (VIP)

a. Each year during open enrollment as established by the Board, each employee will be required to make an election between participating in the VIP program or continuing his/her participation in the 1984-85 (XXIII, Section B) medical/dental programs.

Employees hired after July 1, 1993, may not select the "Traditional Medical Plan."

b. This election will be irrevocable for the Plan Year (October 1 to September 30).

c. Each open enrollment period, as established by the Board, employees who are still participating in the current insurance arrangement will be given an opportunity to participate in the VIP Program which shall operate at not less than the amount funded in the FY 94 budget.

d. Once an employee elects to participate in the VIP Program, he/she will not be allowed to participate in the prior insurance arrangement.

e. All new and/or rehired employees with a reporting date after June 30, 1985, will not have the opportunity to make this election but will automatically participate in the VIP Program when eligible.

f. The 1984-85 insurance arrangement is as follows:

(1) Employees electing to remain in the 1984-85 medical coverage will be required to contribute 10% of the individual and dependent premiums. Employee contributions for HMO coverage will be determined as prescribed

- by federal regulations. Employees electing to participate in the 84-85 Dental Plan will be required to contribute 10% of the individual premium and 100% of the dependent premium.
- (2) All employee contributions will remain on an after-tax basis.
- (3) Cost containment measures.
- g. The usual and customary charges will be determined by the 3rd party administrator by using the average charges for the service area where the services were performed.
2. Employee Selection of Optional Benefits under the VIP Program
- a. If an employee elects to participate or becomes eligible to participate in the VIP Program, he/she must select among the optional benefits offered as part of the VIP Program. These optional benefits include:
- (1) One of two Medical Plans (see attachment) or one of several HMO options.
 - (2) One of two Dental Plans.
 - (3) Vision Care Plan with a 12-month benefit period (see attached)
 - (4) Dependent Care Assistance Plan.
 - (5) Health Care Spending Account.
 - (6) Benefit Dollars in Cash.
- b. The selection of optional benefits is an irrevocable election for the entire Plan Year except the election may be revoked and a new selection of benefits made if the employee has a change in family status (e.g., marriage, divorce, death of spouse or child, birth or adoption of child, or termination of employment of spouse). This applies not only to participation in the insured programs, but also to the level of participation in the Dependent Care Assistance Plan and the Health Care Spending Account.
- c. Each open enrollment period as established by the Board, employees electing or eligible to participate in the VIP Program will be given the opportunity to change the benefits they have selected. Each year employees will be informed of any changes in the VIP Program. This will give each employee the chance to review and compare various benefit alternatives in order to make the proper selection during the open enrollment period.
- d. Each Medical Plan alternative (including electing no Medical Plan) will have a specified number of "benefit credits" associated with its selection. These benefit credits may be used to purchase any of the optional insured benefits (Vision and Dental Plans or employee contributions for medical coverage) or contribute to the Dependent Care Assistance Plan or Health Care Spending Account.
- e. Each insured benefit option (Medical, Vision and Dental Plans) will have a "price tag" or cost to an employee if that particular benefit is selected. Benefit credits may be used to purchase or pay the price of each insured's benefit selected. Amounts contributed to the Dependent Care Assistance Plan or Health

Before an employee enters the hospital for any care other than an emergency or maternity conditions, the proposed admission must be reviewed for medical necessity. In addition, there is a list of 65 ambulatory procedures which physicians believe can be done safely and routinely on an outpatient basis. For these 65 procedures, unless there are documented extenuating medical circumstances which

hospital stays when medical justification is no longer indicated. Admission is found to be medically necessary, the program also strives to shorten whether a hospital admission is really the best type of treatment. Even if an Admissions Review Program is a program that predetermines, on a case-by-case basis, Howard County Public Schools will implement an Admissions Review Program.

Admissions Review Program

1.

Cost Containment Provisions That May Be Contained in all Medical Plans

D.

j. Employees hired during the Plan Year will make their selection in advance of becoming eligible for VIP Program benefits. This election will be in effect for the remainder of the Plan Year (except for a qualified life status change creating a special enrollment period for individuals who did not enroll in a group health plan when they were first eligible due to the existence of alternative coverage).

i. Total employee contributions and employer contributions to the Dependent Care Assistance Plan and/or Health Care Spending Account will all be prorated on a per-pay basis.

h. Employees may elect to receive their unused benefit dollars in cash, which will be added to their regular pay check. If the employee elects this option, the payments will be prorated on a per-pay basis. This amount is taxable.

g. The Health Care Spending Account will operate similar to the Dependent Care Assistance Plan. The most important facts are that amounts contributed may only be used to reimburse expenses incurred during the Plan Year for which they were contributed, and amounts remaining at the end of the Plan Year will be forfeited.

f. Participants in the Dependent Care Assistance Plan must meet tax law requirements in order to participate in this plan. Contributions may only be used to reimburse an employee for expenses actually incurred during the Plan Year for which they were contributed. Any amounts remaining in the Dependent Care Assistance Account at the end of the Plan Year will be forfeited.

Care Spending Account are optional with employees choosing to contribute any amount within the plan limits. Employees may, however, purchase benefits whose total price tags exceed their benefit credits. In this case, the employee must make up the difference through employee contributions. All employee contributions to the VIP Program will be on a pretax basis. This means that federal and state income taxes will not be withheld on employee contributions nor will these contributions be included in an employee's gross wages as reported on W-2 Form. FICA tax will not be withheld. Employee contributions will be included in the annual salary for retirement and life insurance purposes.

require an employee's hospitalization, inpatient benefits will not be provided. Pre-authorization for admission is required in such cases.

If an employee is hospitalized for nonemergency or nonmaternity care and does not obtain authorization prior to admission, benefits will be denied for room and board, related admission charges and medical services provided by a physician if the stay is determined to be medically unnecessary.

Voluntary Second Surgical Opinion Program

The Voluntary Second Surgical Opinion Program covers in full the cost of obtaining a second or third surgical consultation after surgery has been recommended for certain conditions. Related diagnostic services like X-ray and pathology services are also covered.

2.

Outpatient Surgery
The current program pays hospital charges for outpatient surgery in full. Surgeon's fees are also covered if the surgery is performed in the outpatient department of a hospital. Physicians' charges, however, are restricted to \$150 per calendar year if the surgery is performed outside of a hospital. This restriction will be eliminated, ensuring that all outpatient surgery will be covered in full up to the usual and reasonable limits. Outpatient surgery will also be covered in full under the alternative plan.

3.

Other Provisions
Important services already covered by our current program and will be in the VIP program that help contain rising health care costs if employees utilize them effectively are as follows:

- a. Pre-admission testing.
- b. Home health care benefits.
- c. Extended care benefits.
- d. Hospice care.

4.

E. Comparison of VIP Medical Plans

	Summary of Benefits	84-85 Plan (Revised)	Alternate Plan
1.	Hospital Expenses Room, Board & General Nursing Diagnostic Testing Lab Work & X-rays - Inpatient Use of Hospital Outpatient facilities Extended care facility	Semi-private room rate for 365 days Covered in full for 365 days Covered in full for 365 days Covered in full for 365 days Covered in full for combined hospital maximum of 365 days	Semi-private room rate for 365 days Covered in full for 365 days Covered in full for 365 days Covered in full for 365 days Covered in full for combined hospital maximum of 365 days
2.	Physician Services Surgery-Inpatient Surgery - Outpatient	100% of the usual and reasonable charge 100% of the usual and reasonable charge	After \$100/\$200 deductible, plan pays 80% of the next \$2500, 100% thereafter 100% of the usual and reasonable charge
3.	Mental and Nervous Inpatient Outpatient	30 days in full; then after \$100/\$200 deductible, plan pays 80% of covered expenses After \$100/\$200 deductible plan pays 52% of plan allowable amount for the first 20 visits per year, then 50% of the plan allowable amount	30 days in full; then after \$100/\$200 deductible, plan pays 80% of covered expenses After \$100/\$200 deductible, plan pays 52% of plan allowable amount for the first 20 visits per year, then 50% of the plan allowable amount
4.	Other Services Ambulance Service Diagnostic Testing, Lab Work & X-rays - Outpatient Prescription Drug Outpatient	After \$100/\$200 deductible, plan pays 80% of the next \$2500; 100% thereafter 100% of the usual and reasonable charge When not covered by any other plan, after \$100/\$200 deductible, plan pays 80% of the next \$2500; 100% thereafter	After \$100/\$200 deductible, plan pays 80% of the next \$2500; 100% thereafter 100% of the usual and reasonable charge When not covered by any other plan, after \$100/\$200 deductible, plan pays 80% of the next \$2500; 100% thereafter

Summary of Benefits		84-85 Plan (Revised)		Alternate Plan	
4.	Home Health Care	100% of the usual and reasonable charge for up to 90 days each calendar year. Physician's services limited to one visit per day. Maximum of 40 Home Health Aid visits per calendar year.	100% of the usual and reasonable charge for up to 90 days each calendar year. Physician's services limited to one visit per day. Maximum of 40 Home Health Aid visits per calendar year.	100% of the usual and reasonable charge, subject to certain limitations	100% of the usual and reasonable charge, subject to certain limitations
		Orthopedic & Prosthetic Devices Outpatient After \$100/\$200 deductible, plan pays 80% of the next \$2500; 100% thereafter	Orthopedic & Prosthetic Devices Outpatient After \$100/\$200 deductible, plan pays 80% of the next \$2500; 100% thereafter	Physical Therapy & Rehabilitation Outpatient After \$100/\$200 deductible, plan pays 80% of the next \$2500; 100% thereafter	Physical Therapy & Rehabilitation Outpatient After \$100/\$200 deductible, plan pays 80% of the next \$2500; 100% thereafter
	Preadmission Testing	100% of hospital charges ordered by physician	100% of hospital charges ordered by physician		
	Chemotherapy - Outpatient	100% of the usual and reasonable charge	100% of the usual and reasonable charge	After \$100/\$200 deductible, plan pays 80% of the next \$2500; 100% thereafter	After \$100/\$200 deductible, plan pays 80% of the next \$2500; 100% thereafter
5.	Emergency Treatment Hospital Charges	100% of hospital charges within 72 hours of accidental injury or onset of serious illness	100% of hospital charges within 72 hours of accidental injury or onset of serious illness	100% of hospital charges within 72 hours of accidental injury or onset of serious illness	100% of hospital charges within 72 hours of accidental injury or onset of serious illness
		Physician's Fees	100% of the usual and reasonable charges within 72 hours of accidental or onset of serious illness	100% of the usual and reasonable charges within 72 hours of accidental or onset of serious illness.	100% of the usual and reasonable charges within 72 hours of accidental or onset of serious illness.
6.	Annual Deductibles	\$100 per individual to a maximum of \$200 per family	\$100 per individual to a maximum of \$200 per family	\$100 per individual to a maximum of \$200 per family	\$100 per individual to a maximum of \$200 per family
7.	Maximum Out-of-Pocket Expenses Per Year Individual Family	\$600.00 \$1,200.00	\$600.00 \$1,200.00	\$600.00 \$1,200.00	\$600.00 \$1,200.00
8.	Lifetime Maximum Benefit	Basic benefits plus \$1,000,000 Major Medical	Basic benefits plus \$1,000,000 Major Medical	Hospital benefits, plus \$1,000,000 Major Medical	Hospital benefits, plus \$1,000,000 Major Medical

F. Comparison of Dental Benefits

84-85 Dental Plan

ALTERNATE
2nd Dental Plan

	% of UCR	Deductible	% of UCR	Deductible
Oral examination	100%	No	100%	No
X-rays 100%	100%	No	100%	No
Fluoride Treatment	100%	No	100%	No
Cleaning	100%	No	100%	No
Emergency Treatment	100%	No	100%	No
Fillings (not gold foil)	100%	No	80%	Yes
Simple Extractions	100%	No	80%	Yes
Root Canal	100%	No	80%	Yes
Prosthetic Repair	100%	No	50%	Yes
Crowns	100%	No	50%	Yes
Space Maintainers	100%	No	100%	No
Surgical Extractions	100%	No	80%	Yes
Oral Surgery	100%	No	80%	Yes
Dentures and Bridges	N/A	N/A	*50%	Yes
Periodontics	N/A	N/A	80%	Yes
**Orthodontia	N/A	N/A	50%	Yes
Maximum Annual Benefit		\$1,000		\$1,000
**Orthodontic Maximum	N/A			\$750
Lifetime Benefit	N/A			\$25/Individual
Deductible	N/A			\$75/Family
*Subject to Missing Tooth Provision	N/A			Only after satisfying a 5-year waiting period
*Are dentures and bridges covered for teeth missing before dental coverage?	N/A			

- a. This Program provides paid-in-full benefits for services available from participating Ophthalmologists, Optometrists, and Opticians of your choice.
- b. The vision program provides full protection against the cost of basic vision services for teachers and their eligible dependents when they select specified eyeglasses from participating providers.
- c. Participating providers accept the schedule of benefits amounts as payment-in-full for routine vision exams; specified frames; and single vision, bifocal, and trifocal glass lenses.
- d. If a member chooses frames or lenses which are not part of the specified selection or obtains services from a nonparticipating provider, the member may apply the schedule of benefits amount toward the cost of the exam or eyeglasses.
- e. The Program entitles members to coverage of services once every 12 months, starting with the initial visit for vision services. To receive benefits, a claim form must be completed either by the provider or the member and submitted to the insurance carrier.

2. The details:

- a. Replacement or repair of broken or lost frames and lenses (including contacts) for which benefits were provided.
- b. Sunglasses (lenses tinted darker than #2 tint), even if prescribed -- unless you purchase a contract specifically covering sunglasses. Photocromatic lenses are not considered sunglasses.

Benefits are not available for:

In some instances, benefits may be provided toward two vision exams during the same benefit period.

* Following cataract surgery or when visual acuity is correctable to at least 20/70 in the better eye only by use of contact lenses.

Lenses (per pair)		Frames	Total Allowance
Single	\$41.50	+	\$29.50
Bifocal	\$67.00	+	\$29.50
Double Bifocal	\$100.50	+	\$29.50
Trifocal	\$89.50	+	\$29.50
Aphakic	\$156.50	+	\$29.50
Contact Lenses (Per Pair):			
Cosmetic (in lieu of frames & lenses)			\$71.00
Bifocal Contact Lenses			\$96.50
*Medically Required			\$221.00

G. Vision Program
 1. Schedule of Benefits
 Vision Exam.....Usual and Customary Charge

Every effort will be made to begin negotiations concerning a successor Agreement by November 2, but in no event shall such negotiations begin later than December 2 unless a later date is mutually acceptable to both parties. All issues proposed for negotiations shall be detailed in writing and submitted by the Association to the Board or its delegated representatives not later than December 2. The Board shall submit in writing to the Association representatives all additional issues upon which it wishes to negotiate not later than December 2. The December 2 deadline can be extended if a later date is mutually accepted by both parties.

- A. Items in the existing Agreement which remain satisfactory to both parties would be continued as part of the new Agreement.
- B. Items in the existing Agreement which are believed in need of change, deletion, or addition by either party may be the subject of new proposals for negotiation.
- C. Items not included in the existing Agreement but believed desirable for consideration in the new Agreement by either party may be proposed as additions to the existing Agreement.

Both parties agree to negotiate in good faith as prescribed in Section 6-501, et seq., Education Article of the Annotated Code of Maryland. The parties agree to utilize the contents and format of the Agreement in effect as the basis for proposals for negotiation in the new Agreement. This is understood to mean that:

16.1

**ARTICLE 16
NEGOTIATION PROCEDURE**

The Board and HCBA/ESP 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 HCBA/ESP 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.

15.3

Distribution of Agreement - The Board and Association agree to equally divide the costs of providing a copy of this Agreement to each employee in the bargaining unit.

15.2

Severability - If any provision of this Agreement or any application thereof related to wages, employee benefits, and/or working conditions is held to be contrary to law, such provision or application will not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions or applications will continue in full force and effect. The parties may mutually agree to meet no later than fifteen (15) days after any such holding for the purpose of renegotiating provisions of this contract as agreed to by the parties.

15.1

**ARTICLE 15
GENERAL PROVISIONS**

The parties will then be bound by the rules and procedures of the American Arbitration Association in the selection of the third panel member. The panel selected shall meet with the parties to aid in the resolution of differences and, if the matter is not resolved, shall make a written report and recommendations within thirty (30) days from the date of said request. Copies of such report shall be sent to representatives of both the public school employer and the employee organization. All costs of impasse shall be shared by the public school employer and the employee organization.

If upon the request of either party, the State Superintendent of Schools determines from the facts that an impasse is reached in negotiations between a public school employer and an employee organization designated as an exclusive negotiating agent, the assistance and advice of the State Board of Education may be requested, with the consent of both parties. In the absence of such consent, upon the request of either party, a panel shall be named to aid in the resolution of differences. Such panel shall contain three persons, one to be appointed by each party within three (3) days, and the third to be selected by the other two within ten (10) days from the date of said request. If the parties are unable to agree upon a third panel member or obtain a commitment to serve within a specified period, a request for a list of possible panel members may be made to the American Arbitration Association by either party.

Negotiating sessions shall be held as frequently as necessary, at a time other than the regular school day for students. The first two (2) negotiating sessions shall be open to the public.

Association shall submit names of negotiating team members to Board chief negotiator before the first negotiation session. Neither party shall have any control over selection of consultants or negotiation representatives of the other party.

16.2
16.3
16.4

**ARTICLE 17
SALARY SCALE
THE HOWARD COUNTY PUBLIC SCHOOL SYSTEM
SECRETARIES AND ASSISTANTS
FISCAL YEAR 2001**

Grade/Step	I	II	III	IV	V	VI	VII	VIII	IX	X	XI	XII
1	8.23	8.65	9.06	9.54	10.02	10.50	11.04	11.58	12.16	12.76	13.41	14.08
2	8.42	8.86	9.29	9.78	10.25	10.75	11.30	11.87	12.46	13.07	13.74	14.43
3	8.65	9.08	9.53	10.02	10.51	11.05	11.58	12.18	12.76	13.41	14.08	14.77
4	8.87	9.31	9.79	10.26	10.77	11.31	11.88	12.47	13.08	13.76	14.44	15.15
5	9.29	9.78	10.25	10.75	11.30	11.87	12.46	13.07	13.74	14.43	15.14	15.91
6	9.78	10.25	10.75	11.30	11.87	12.46	13.07	13.74	14.43	15.14	15.91	16.71
7	10.25	10.75	11.30	11.87	12.46	13.07	13.74	14.43	15.14	15.91	16.71	17.52
8	10.75	11.30	11.87	12.46	13.07	13.74	14.43	15.14	15.91	16.71	17.52	18.42
9	11.30	11.87	12.46	13.07	13.74	14.43	15.14	15.91	16.71	17.52	18.42	19.34
10	11.87	12.46	13.07	13.74	14.43	15.14	15.91	16.71	17.52	18.42	19.34	20.30
11	12.46	13.07	13.74	14.43	15.14	15.91	16.71	17.52	18.42	19.34	20.30	21.32
12	12.76	13.41	14.08	14.77	15.52	16.30	17.10	17.98	18.87	19.81	20.82	21.84
13	13.08	13.76	14.44	15.14	15.92	16.71	17.54	18.43	19.35	20.33	21.34	22.41
14	13.46	14.13	14.84	15.58	16.36	17.48	18.03	18.94	19.88	20.87	21.92	23.00
15	13.80	14.49	15.20	15.96	16.78	17.59	18.47	19.40	20.38	21.39	22.46	23.56
Over 15	13.93	14.63	15.35	16.11	16.94	17.76	18.65	19.59	20.57	21.59	22.67	23.79

Longevity
A longevity payment of \$.80 per hour for employees who have completed 20 or more years of regular service in the school system and \$.56 per hour for employees who have completed 15 years of regular service in the school system but have not completed 20 years of service and \$.25 per hour for employees who have completed 13 years of regular service in the School System but have not completed 15 years of service. Employees hired prior to April 1 of a fiscal year will be granted a full year toward longevity. Longevity payments are not cumulative from year to year.

**ARTICLE 17
SALARY SCALE
THE HOWARD COUNTY PUBLIC SCHOOL SYSTEM
SECRETARIES AND ASSISTANTS
FISCAL YEAR 2002**

Step/Grade	I	II	III	IV	V	VI	VII	VIII	IX	X	XI	XII
1	8.64	9.08	9.51	10.02	10.52	11.03	11.59	12.16	12.77	13.40	14.08	14.78
2	8.84	9.31	9.76	10.26	10.76	11.29	11.86	12.46	13.09	13.73	14.43	15.15
3	9.08	9.54	10.01	10.52	11.04	11.60	12.16	12.79	13.40	14.08	14.78	15.51
4	9.32	9.78	10.28	10.77	11.31	11.87	12.47	13.10	13.74	14.44	15.16	15.91
5	9.76	10.26	10.76	11.29	11.86	12.46	13.09	13.73	14.43	15.15	15.90	16.70
6	10.26	10.76	11.29	11.86	12.46	13.09	13.73	14.43	15.15	15.90	16.70	17.54
7	10.76	11.29	11.86	12.46	13.09	13.73	14.43	15.15	15.90	16.70	17.54	18.40
8	11.29	11.86	12.46	13.09	13.73	14.43	15.15	15.90	16.70	17.54	18.40	19.34
9	11.86	12.46	13.09	13.73	14.43	15.15	15.90	16.70	17.54	18.40	19.34	20.31
10	12.46	13.09	13.73	14.43	15.15	15.90	16.70	17.54	18.40	19.34	20.31	21.31
11	13.09	13.73	14.43	15.15	15.90	16.70	17.54	18.40	19.34	20.31	21.31	22.38
12	13.40	14.08	14.78	15.51	16.29	17.11	17.96	18.87	19.81	20.80	21.86	22.93
13	13.74	14.44	15.16	15.90	16.71	17.54	18.41	19.35	20.32	21.34	22.40	23.53
14	14.13	14.84	15.58	16.36	17.18	18.04	18.93	19.89	20.87	21.92	23.02	24.14
15	14.49	15.21	15.96	16.76	17.62	18.47	19.39	20.37	21.40	22.46	23.58	24.74
16	14.62	15.36	16.12	16.92	17.79	18.64	19.58	20.57	21.60	22.67	23.81	24.98
Over 16	14.76	15.51	16.27	17.08	17.96	18.82	19.76	20.76	21.81	22.89	24.03	25.21

Longevity
A longevity payment of \$.80 per hour for employees who have completed 20 or more years of regular service in the school system and \$.56 per hour for employees who have completed 15 years of regular service in the school system but have not completed 20 years of service and \$.25 per hour for employees who have completed 13 years of regular service in the School System but have not completed 15 years of service. Employees hired prior to April 1 of a fiscal year will be granted a full year toward longevity. Longevity payments are not cumulative from year to year.

**ARTICLE 18
DURATION**

Unless otherwise provided herein, the provisions of this Agreement shall be effective as of July 1, 2000 and shall continue in full force and effect through June 30, 2002.

Negotiations for Fiscal Year 2003 will begin on or about December 1, 2002 or as mutually agreed upon by the Union and the Superintendent/designee. These negotiations will be limited to four (4) articles as selected by the Board and four (4) articles as selected by the Association plus Article 17.

In witness whereof, the parties herunto set their hand and seals this 1st day of June, 2000.

BOARD OF EDUCATION OF HOWARD COUNTY

by:

James H. French
(Chairman)

[Signature]
(Superintendent)

HOWARD COUNTY EDUCATION ASSOCIATION/EDUCATIONAL
SUPPORT PERSONNEL by:

[Signature]
(President)

[Signature]
(Secretary)