

REGULATION

ANNE ARUNDEL COUNTY PUBLIC SCHOOLS

Related Entries: GCI-RA

Responsible Office: DIVISION OF HUMAN RESOURCES

SALARIES – UNITS I-IV

A. PURPOSE

To establish procedures governing the placement and movement of Units I, II, III, and IV Anne Arundel County Public Schools (AACPS) employees on salary scales.

B. BACKGROUND

Unit I, Unit II, Unit III, and Unit IV AACPS employees shall be compensated in accordance with their respective negotiated agreements and in accordance with the procedures set forth in this regulation which governs salaries for employees in these units.

C. DEFINITIONS

1. ***Experience Credit*** – credit for years of service with a previous employer, including AACPS, awarded upon employment or re-employment with AACPS for purposes of placement on the applicable salary scale.
2. ***Negotiated Agreement*** – the collective bargaining agreement in effect at the time for a particular employee organization. Where the language of a negotiated agreement conflicts with these regulations, the provisions of the negotiated agreement shall supersede any language that may be inconsistent.
3. ***Pay Grade*** – the range of pay for a particular position, from the minimum salary step to the maximum salary step in the range.
4. ***Unit I Employee*** – any AACPS employee eligible for membership in the Teachers Association of Anne Arundel County.
5. ***Unit II Employee*** – any AACPS employee eligible for membership in the Association of Educational Leaders.
6. ***Unit III Employee*** – any AACPS employee eligible for membership in the American Federation of State, County, and Municipal Employees, Local 1693.

7. **Unit IV Employee** – any AACPS employee eligible for membership in the Secretaries and Assistants Association of Anne Arundel County.

D. PROCEDURES

1. Initial Placement

- a. Employees in Units I and II shall be awarded experience credit and placed on the salary scale in accordance with the terms of the applicable negotiated agreement.
- b. Employees in Units III and IV shall be awarded experience credit and placed on the salary scale in accordance with the procedures set forth below.

i. New Employees

- a) When a Unit III or IV position is staffed by a new employee, appointments will normally be made at the minimum rate of the appropriate pay grade. However, if the Division of Human Resources agrees that it is in the best interest of AACPS, credit may be allowed for pertinent related experience, training, or skills over and above the minimum requirements. This credit may be used to justify employment at a rate above the minimum pay for that job group or pay grade.
- b) An applicant for employment shall be given full credit for comparable previous experience up to and including the minimum required for the position that was full- or part-time and gained with a firm, company, or organization directly related to the position to be filled. An applicant shall receive full experience credit for temporary employment if it relates to the position for which the applicant is being hired. Partial credit shall be considered for work experience that is deemed relevant to the position for which the applicant is being hired. Part-time employment shall be pro-rated.

ii. Former Employees

An applicant who has been satisfactorily employed by AACPS may be placed at the same step the applicant was on previously if the applicant is reemployed in the former grade. The applicant shall be given full credit for comparable previous work experience that was full- or part-time and gained with a firm, company, or organization directly related to the position being filled. Partial credit shall be considered for work experience that is deemed relevant to the position for which the applicant is being hired.

- iii. Credit shall be given only for previous experience that is:

- a) Full-time, part-time, and temporary employment with AACPS if it relates to the position for which the applicant is being hired;
- b) Part-time employment but will be pro-rated;
- c) Gained with a firm, company, organization, or business which includes self-employment; and
- d) Directly related and relevant to the position being filled.

2. **Special Pay**

a. *Emergency Call-in*

- i. A Unit III employee shall report to work on an emergency basis in accordance with the terms of the applicable negotiated agreement.
- ii. A full-time Unit IV employee who is directed by appropriate authority to report back to work on an emergency assignment which is not contiguous with the regular work schedule shall be paid at the applicable hourly rate for all hours of work by the employee on such assignment.

b. *Night Shift and Weekend Work*

Night Shift and Weekend Differential Pay shall be paid in accordance with the applicable negotiated agreement. However, the provisions of this paragraph do not apply to employees called in on emergency assignments nor to employees on overtime work unless they are entitled to the night shift or weekend rate.

c. *Overtime Pay*

- i. Unit III and IV employees may be authorized or directed to work overtime in accordance with the applicable negotiated agreement or the Fair Labor Standards Act.
- ii. Overtime work by an employee without proper authorization is insubordination.

3. **Reclassification of Positions**

- a. When a Unit III or IV position is reclassified to a different grade and the rate of pay applicable to the position is:
 - i. Increased, the employee shall be placed on the same step in the new grade; or

- ii. Decreased, the employee shall remain at the same salary and the employee is not eligible for any pay increase as long as the pay is at or above the maximum of the new pay grade.
- b. In no event will an employee be paid at a rate lower than the minimum rate of the adjusted grade.

4. **Movement on the Salary Scale**

- a. Salary increases applied to a unit of employees, such as an annual cost of living adjustment, shall be applied starting with the pay period that begins closest to but prior to, the effective date of the increase.
- b. Pay increases are provided to Unit III or IV employees in accordance with the applicable negotiated agreement.
- c. An employee whose overall work performance is rated unsatisfactory may not receive a pay increase, step-increment, or a general wage increase. Specifically, the pay shall remain the same.
- d. An employee who has an increment withheld for 6 months may be subject to immediate termination after a 6-month reevaluation period if performance remains unsatisfactory.
- e. Promotional increases in the previous year may not jeopardize annual within-grade salary increases.
 - i. Each 12-month employee who has not reached the maximum step of the grade may be eligible for an annual within-grade increase at the beginning of the fiscal year until the maximum of the pay grade is achieved.
 - ii. Each 10-month employee may be eligible for an annual within-grade increase at the beginning of the school year until the maximum of the pay grade is achieved.
- iii. ***Performance Evaluation and Rating***
 - a) The overall work performance of each newly hired Unit III employee shall be formally evaluated in accordance with the terms of the applicable negotiated agreement.
 - b) The overall work performance of each newly hired Unit IV employee shall be formally evaluated in accordance with the terms of the applicable negotiated agreement.

- c) i) A conference with an employee shall be held at the time of the performance evaluation and rating. Provisions shall be made for an overall performance evaluation and rating that indicates satisfactory or unsatisfactory performance.
- ii) The rating shall be recorded on an employee's applicable performance rating form. The written evaluation shall be reviewed with the employee at the time of the conference. At that time, the employee shall sign the applicable performance rating form and receive a copy of the performance rating.
- iii) The signature of an employee signifies only that the employee has had an opportunity to review and read the performance rating and the supervisor has discussed the performance rating with the employee.
- d) An employee may communicate any disagreement or reaction to the performance rating by submitting a written statement that will be attached to the file copy and become part of the evaluation report.

5. Promotion

- a. When a Unit III employee is promoted to a position that is one salary grade higher, the hourly rate of pay shall be adjusted by 7.5% and then placed on the step closest to but greater than the computed amount. If the employee is promoted to a position that is two or more salary grades higher, the hourly rate of pay shall be adjusted by 12.5% and then placed on the step closest to but greater than the computed amount.
- b. When a Unit IV employee is promoted to a position in a salary grade higher, the employee shall receive the salary increase in accordance with the terms of the applicable negotiated agreement.

6. Demotion

a. *Involuntary*

- i. When a Unit III employee is involuntarily demoted, if the salary of the highest step of the new grade is lower than the present salary, the salary of that step of the new grade shall prevail.
- ii. When a Unit IV employee is involuntarily demoted, the procedure included in the applicable negotiated agreement shall be followed.
- iii. No involuntary demotion will become effective without the approval of the department head.

b. *Voluntary*

- i. When a Unit III employee voluntarily requests a demotion from a position in one class to a position in another class in a lower grade, the pay rate in the new position shall be adjusted to the step in the new grade closest to a 10% decrease.
- ii. When a Unit IV employee voluntarily requests a demotion, the pay rate in the new position shall be adjusted in accordance with the terms of the applicable negotiated agreement.

7. **Salary Adjustment**

- a. When the position of an employee is abolished, the Division of Human Resources shall make an effort to transfer the employee to another position of the same or lower grade. The salary of the employee placed in a lower grade will not be reduced for a period of one year. After one year, the salary shall be treated as a demotion.
- b. When an employee does not meet the minimum qualifications for a position, the salary of the employee shall be decreased or adjusted to the grade less than the grade for the position until such time as the employee meets the minimum qualifications of the position. When the qualifications are attained, the employee shall be placed in the new grade on the step closest to but higher than their current hourly rate. Such an action must be approved by the Executive Director of Human Resources.

8. **Payroll Errors**

a. *Expectations*

- i. Employees have a role to ensure employees receive the correct pay for time worked.
- ii. Payroll staff shall make every effort to ensure accurate processing of payroll. The Payroll Department shall employ the use of payroll audit reporting to capture any data entry errors that could result in an overpayment or underpayment.
 - a) Supervisors and managers shall make every effort to ensure the Division of Human Resources and the Payroll Department have pertinent information and that pay and leave information is accurate and submitted in a timely manner.
 - b) Managers providing second-level approval for time sheets or overtime

sheets shall ensure they are submitted to Payroll in advance of the payroll cut off.

- i) Employees shall review each pay voucher and report any overpayment or underpayment immediately.
- ii) Overpayments shall be collected from employees in accordance with the procedures set forth below.

b. *Underpayments*

Underpayments shall be paid to the employee.

- i. Underpayments resulting from late time sheets, leave or overtime sheets shall be corrected on the next payroll processed after the time sheet, leave or overtime sheet is received by the Payroll Department.
- ii. Underpayments resulting from errors made more than 30 days prior to discovery, must be documented in an *Employee Overpayment/Underpayment Reconciliation and Disposition Form*.
- iii. A Supplemental or off cycle pay shall be generated in cases resulting from a banking or Payroll Department error.

c. *Underpayment Procedure*

- i. When an underpayment is reported, Payroll Department staff shall determine the basis for the underpayment and the amount of the underpayment. The Payroll Department staff shall document the event on the *Employee Overpayment/Underpayment Reconciliation and Disposition Form*. The original form with documentation shall be retained in the Payroll Department and a copy will be filed in the employee's Official Personnel File (OPF).
- ii. Generally, underpayments from errors made less than 30 days prior to the report shall be corrected on the next paycheck.
- iii. If the underpayment due to the employee exceeds \$10,000.00, it may be repaid in installments as approved by the Executive Director of Human Resources. Repayment that can reasonably be paid without extending the repayment beyond the calendar tax year shall be paid to avoid tax complications.
- iv. The Executive Director of Human Resources is authorized to deviate from the underpayment procedure above. Such action shall be documented in a written agreement signed by the employee and the Executive Director of Human

Resources. The signed agreement must be attached to the *Employee Overpayment/Underpayment Reconciliation and Disposition Form* and maintained in payroll records and the OPF.

- v. If the employee is dismissed, resigns, or retires from the school system prior to full repayment of an underpayment, the remaining balance shall be paid with the final paycheck.

d. ***Overpayment Procedure***

- i. When an overpayment has been identified, by either a payroll employee or any other employee, it shall be reported immediately to the Payroll Manager or to the Executive Director of Human Resources.
- ii. The Payroll Manager shall determine the basis for the overpayment, the amount of the overpayment, and document the facts and circumstances on the *Employee Overpayment/Underpayment Reconciliation and Disposition Form*. The original form with backup documentation shall be retained in the Payroll Department, and a copy shall be filed in the employee's OPF.
- iii. Generally, overpayments shall be reversed/deducted in the next paycheck.
- iv. To prevent a hardship, if the overpayment exceeds one-third of the employee's gross pay, it may be recouped as approved by the Executive Director of Human Resources and documented in a repayment agreement signed by the employee. Any overpayment that can reasonably be collected without extending the collection beyond the calendar tax year shall be collected to avoid tax complications.
- v. If the employee is dismissed, resigns, or retires from the school system prior to full repayment of an overpayment, the balance shall become immediately due and payable. Salary or wages or any other amount still due to the employee shall be applied toward the balance.
- vi. If the employee leaves the school system prior to full repayment of an overpayment and a balance remains after 30 calendar days from the last date of employment with AACPS, AACPS shall seek redress in the applicable court of law.

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