

March 12, 2019

BOARD PROPOSAL

ARTICLE 5 – EMPLOYEE RIGHTS AND PRIVILEGES

5.9 Payroll Deduction for Supplemental Retirement Programs

Tax-deferred supplemental retirement programs shall be made available to Unit IV employees from a carrier(s) mutually approved by the Board and SAAAAC. Deductions taken will be submitted for processing on a bi-weekly basis on or before a regularly scheduled pay day.

Received
2:06 pm

BOARD PROPOSAL

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Article 11.3 — Religious Observance

Upon request, Unit IV employees shall be granted up to the equivalent of two ~~three~~ (~~23~~) days per school year with pay for observance day(s) of religious holy days ~~observance where work on such days would make observance of their religion prohibits working, and/or requires worship or an observance that cannot be performed other than during school hours, and the observance is not otherwise provided in the school calendar and difficult or impossible, as verified by the proper religious authorities.~~

BOARD PROPOSAL

ARTICLE 11 – OTHER LEAVES

11.8 Job Protected Alternative Leave; effective February 1, 2019

Unit IV employees whose work assignment does not permit them to meet the service hours requirement of FMLA ~~Employees whose work assignment is less than twelve (12) months~~ and who have worked at least one thousand (1000) hours of service in the 12 months immediately prior to the commencement of their requested leave ~~request~~ shall be entitled to benefits equivalent to those under FMLA ~~which shall be referred to as~~ Job Protected Alternative Leave (JPAL). Said leave shall be administered according to the following:

1. Eligible employees who are approved for JPAL are entitled to use the leave within a 12-month period. The method used to establish the twelve (12) month period shall be the “twelve-month period measured forward” from the first date an employee takes JPAL.
2. Employees may use up to fifty (50) days of sick leave (including days granted by the Sick Leave Bank) after which time JPAL shall run concurrently.
3. JPAL may be used for serious health conditions of those persons covered by "illness in immediate family" as defined in this agreement.
4. If a Unit IV employee is on Assault Leave or a leave covered by workers' compensation, such leave shall be governed by the explicit provisions of this agreement.
5. Continuation of employee healthcare benefits will be administered in accordance with the provisions of the FMLA. An employee can elect to pay their share of healthcare premiums during the period of leave or defer their share of the payments until JPAL has ended.
6. Intermittent leave may be taken pursuant to a JPAL qualifying treatment plan (utilizing DOL certification forms).
7. Upon return from JPAL, AACPS shall reassign an employee whose absence was sixty (60) days or less to their original job and assigned location. Re-assignment to an equivalent position within the job classification and/or an alternative location is permitted only
 - a. if the original job at the assigned location has been eliminated or
 - b. after conferring with the union in other unusual circumstances.

Upon return from an absence that exceeds sixty (60) days, the Unit IV employee shall be placed in an equivalent job classification that does not result in a decrease in hourly rate of pay or length of work year.

8. All paid leave that runs concurrently with JPAL shall be considered time worked for purposes of determining seniority.

- ARTICLE 8.1 – Procedures

- E. When administratively practicable, electronic signatures will be used for ratings. The ability to submit an electronic comments and reactions will also be implemented at the same time.

- ARTICLE 15.8 – Salary Information

- On an annual basis, the Board will provide Unit IV employees an electronic communication which includes the employee's pay grade, salary step, and hourly rate of pay. Upon a salary enhancement, a Unit IV employee will receive an electronic communication which includes their pay grade, salary schedule step and hourly rate of pay. Electronic communications will be discontinued at which time *HRAdvantage* has the functionality to provide said information to employees.

Darjean, Bradley [MD]

From: Rawles, Melisa D <MRAWLES@AACPS.org>
Sent: Friday, May 3, 2019 3:23 PM
To: Darjean, Bradley [MD]
Cc: Auth, M. Angie
Subject: Negotiations
Attachments: Aricle 11 - Other Leaves (JPAL).docx; Article 2.4 - Grievance Procedure 5.7.19.docx; February 27 2019 SAAAAC NEGOTIATIONS (with ER edits).docx

Follow Up Flag: Flag for follow up
Flag Status: Completed

Brad:

As a follow up to our last negotiation session, I have attached the Board's FMLA proposal, updated Grievance Procedure proposal, and minutes from February 27, 2019. Per your request, here is the language from the Board's amendment for compensation.

- *One "Back Step"/"Catchup Step" will be provided to Unit IV employees who did not receive a step in the 2008-2009 academic year as called for in the applicable Negotiated Agreement based on the following criteria:*
 1. *"Back Step"/"Catchup Step" is defined as an employee who was an employee (Units I-VI) as of June 30, 2009, and missed a step or step equivalent in FY2010 due to negotiated step freezes.*
 2. *The employee is still with the District and has not changed units (i.e. moving from Teacher to Assistant Principal) or has changed units without an appropriate placement on the salary scale per a bargaining unit agreement*
 3. *Employees who have reached the top of the salary scale for their unit are not eligible for the "Back Step"/"Catchup Step."*
 4. *Employees who left employment during this time and came back at a later date are not eligible for this "Back Step"/"Catchup Step."*
- *One "Back Step"/"Catchup Step" will be provided to Unit IV employees who did not receive a step in the 2009-2010 academic year as called for in the applicable Negotiated Agreement based on the following criteria:*
 1. *"Back Step"/"Catchup Step" is defined as an employee who was an employee (Units I-VI) as of June 30, 2010, and missed a step or step equivalent in FY2011 due to negotiated step freezes.*
 2. *The employee is still with the District and has not changed units (i.e. moving from Teacher to Assistant Principal) or has changed units without an appropriate placement on the salary scale per a bargaining unit agreement*
 3. *Employees who have reached the top of the salary scale for their unit are not eligible for the "Back Step"/"Catchup Step."*
 4. *Employees who left employment during this time and came back at a later date are not eligible for this "Back Step"/"Catchup Step."*

Melisa

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