

**Use of all contractual leave in one-hour increments:**

## Article 9

**9.1 Annual Allowance (only sections to be modified have been included)**

Unit IV employees shall receive the equivalent of eleven (11) days of sick leave for 191-day employees, the equivalent of eleven and one-half (11.5) days for 200-day employees, and the equivalent of thirteen (13) days for twelve-month employees. Unit IV employees who have been employed ten (10) years or more shall earn sick leave at the rate equivalent to one and one-fourth (1¼) days per month of active duty. The annual total shall be available at the beginning of the school year. Unused sick leave shall accumulate from year to year without limitation. Sick leave may be taken ~~at a rate equivalent to one quarter (¼) day~~ **in one-hour** increments **with a minimum of two (2) hours.**

## Article 10 (Vacation and Annual Leave)

**10.2 Normal Use (only sections to be modified have been included)**

C. Annual Leave may be taken in one ~~quarter (1/4) day~~ **hour** increments **with a minimum of two (2) hours.**

## Article 11 (Other Leaves)

**11.9 Personal Business (only sections to be modified have been included)**

H. Personal Business leave can be taken in one ~~quarter (1/4) day~~ **hour** increments **with a minimum of two (2) hours.**

**Article V – 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.

**ARTILCE 11 (OTHER LEAVES)****11.3 Religious Observance**

Upon request, Unit IV employees shall be granted up to the equivalent of ~~three two (3 2)~~ **three two (3 2)** 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.

**11.9 Personal Business (only sections to be modified have been included)**

- A. Each 10-month Unit IV employee shall be entitled to the equivalent of ~~two three~~ **three and a half (2.5 3.5)** days of personal business leave per year with pay. The request for leave shall be submitted to the principal at least twenty-four (24) hours in advance and the employee shall not be required to state a reason for the leave. If, however, an unforeseen emergency requires absence without twenty-four (24) hours advance notice, the reason for the absence shall be stated and the granting of leave shall be at the principal's discretion. Personal business leave shall not be taken immediately before or immediately after a holiday or weekday when school is closed, nor on an in-service day for teachers or teacher assistants, nor at the beginning or the end of the school year, without the permission of the principal.
- E. Unused personal business leave shall be cumulative up to the equivalent of ~~five seven and one half~~ **five seven and one half (5 7.5)** days; unused days thereafter shall be converted to cumulative sick leave at the end of the fiscal year.

SAAAAC will accept the BOE Proposal on Article 11.8 Job Protected Leave (May 7, 2019) contingent upon the BOE accepting SAAAAC proposal on Article 2.1b Definitions (Feb 27, 2019).

## 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.

## **2.1 Definitions**

- a. A “grievance” is a dispute concerning the meaning, interpretation or application of provisions of this negotiated Agreement concerning the salaries, hours, or working conditions of Unit IV members.
- b. “Grievant” shall be the the Association or Unit IV member or members making the claim.
- c. A “party in interest” is the person or persons making the claim and any person or persons who may be required to take action or against whom action may be taken in order to resolve the grievance
- d. A “time limit” is the requirement that action be taken within a specific number of duty days.

Article 15 Compensation

- 2% COLA added to the base of the salary schedule.
- One Step for all eligible Unit IV employees.
- Eliminate Step 1 from the 2019-2020 Salary Schedule (Appendix A); Add Step 26 to 2019-2020 Salary Schedule (Appendix A); Step 26 is to reflect a 2.59% increase in hourly rates from that reflected in the hourly rates at Step 25.
- 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" but shall receive a one-time cash disbursement of \$1000 to be paid over 26 pay-periods.
  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" but shall receive a one-time cash disbursement of \$1000 to be paid over 26 pay-periods.
  4. Employees who left employment during this time and came back at a later date are not eligible for this "Back Step"/"Catchup Step."
- Bilingual and Bilingual-Biliterate Stipends (EFFECTIVE JULY 1, 2020)
  - A Bilingual Stipend of \$750 per fiscal year shall be paid to Unit IV employees who use second language oral skills in the performance of their duties, as requested by their immediate supervisor(s).
  - A stipend of \$1500 per fiscal year shall be paid to Unit IV employees who use oral and written second language skills in the performance of their duties, as requested by their immediate supervisor(s). Unit members shall not be required to translate documents consisting of more than two (2) full pages of text.

**Article 7.4 Placement on Salary Scale**

When a Unit IV employee is promoted to a position with a higher salary grade:

- A. ~~one (1) salary grade higher than the old position;~~ the hourly rate of pay shall be adjusted by five percent (5%) if the promotion is one (1) grade;
- B. the hourly rate of pay shall be adjusted by ten percent (10%) if the promotion is two (2) grades ~~or more;~~
- C. Effective July 1, 2020, the hourly rate of pay shall be adjusted by fifteen percent (15%) if the promotion is three (3) grades or more.

At that time, the employee shall be placed on the step closest to but greater than the computed amount.

**15.6 Severance Pay on Retirement**

B.

1. A Unit IV employee who retires from service with AACPS in accordance with the provisions of the Maryland State Education/Employees Retirement and Pension System shall be paid forty-five dollars (\$45) per day for all unused accumulated sick leave earned in AACPS.
2. **Effective July 1, 2020,** A Unit IV employee who retires from service with AACPS in accordance with the provisions of the Maryland State Education/Employees Retirement and Pension System shall be paid **seventy-five dollars (\$75)** per day for all unused accumulated sick leave earned in AACPS.

D.

1. If a Unit IV employee dies while in service, the beneficiary designated with the retirement system shall receive the severance pay of forty -five dollars (\$45) per day for all unused accumulated sick leave earned in Anne Arundel County.
2. **Effective July 1, 2020,** If a Unit IV employee dies while in service, the beneficiary designated with the retirement system shall receive the severance pay of **seventy-five dollars (\$75)** per day for all unused accumulated sick leave earned in Anne Arundel County.



**Article 4.2C (Hours)**

C.

1. Teacher Assistants and Permanent Substitutes shall work six and one-half hours (6.5) exclusive of a one-half hour non-paid, non-duty lunch period per day.
2. **Effective July 1, 2020,** Teacher Assistants and Permanent Substitutes shall work six and ~~one-half~~ **three-quarter** hours (~~6.5~~ **6.75**) exclusive of a one-half hour non-paid, non-duty lunch period per day.