

Negotiations Update - March 05, 2018

FMLA & Other Topics

BOE PROPOSED CHANGES LEAVE 940+ UNIT IV EMPLOYEES INELIGIBLE FOR FMLA

** This update **DOES NOT** contain information about the Four Day Work Week. The last information was communicated on March 8. I have included a link to that information if you need to revisit it. [Click here](#).

The next negotiations session is April 11, 2018. We will provide more information thereafter.

Helen Wilkerson, President

March 27, 2018

Negotiations Update – FMLA & Other Topics

BOE PROPOSED CHANGES LEAVE 940+ UNIT IV EMPLOYEES INELIGIBLE FOR FMLA

SAAAAC Members:

Currently, we are in negotiations as required by Article 1.5 of the Negotiated Agreement. In addition to salaries, each party is to bring two non-economic items to the table.

This update contains information on the following subjects:

- Salaries (proposed by SAAAAC) – Article 15
- FMLA (proposed by BOE) – Article 11.7
- Posting of Vacancies (proposed by SAAAAC) – Article 7.1
- Electronic Signing of Performance Ratings (proposed by BOE) – Article 8
- Grade, Step, & Hourly Rate of Pay included on “check stubs” (proposed by SAAAAC)

Salaries

SAAAAC has proposed a 2.5% COLA for all Unit IV employees and step increases for all eligible Unit IV employees. The Superintendent and BOE have put a 2% COLA and step increases in their request budget to Anne Arundel County Executive Director Steve **Schuh**. As usual, we are waiting to see how the County Executive and Country Council will address the budget request.

FMLA

At the March 5 session, the BOE put forth a proposal containing drastic changes to the current FMLA language in our contract. We have included a copy of the BOE proposal for your review. We have summarized the proposed changes and the effect such will have on current/future Unit IV employees.

- A. The BOE proposal changes who is eligible to receive FMLA benefits. Their proposal would only allow those Unit IV employees who work a total of 1250 hours or more per year to take FMLA leave. This would eliminate **ALL** Unit IV employees who work 6.5 hours per day (or less). **In another words, ALL 6.5 hour (or less) Teacher Assistants would be eliminated from eligibility. It would also eliminate some part-time 12 month employees whose total hours per year do not meet or exceed 1250 per year.**
- B. The BOE proposal changes the “twelve month period” in which you are eligible for up to 12 weeks of FMLA leave from a FISCAL year (July 1 – June 30) to what we call a

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“rolling twelve month calendar”. What does that mean? The new proposed method would require you to wait 12 months from the first day of your FMLA to be eligible for another FMLA leave period.

- C. The BOE proposal would require you to use **ALL** available leave (sick, personal business or annual leave) concurrently or simultaneously with your twelve weeks of FMLA leave. Currently language requires you to use all available sick leave (ONLY) prior to going on FMLA. **With the change proposed by the BOE (as it is written), at the end of the twelve week period (60 workdays), even if you have more leave available to you, if you can't return to work, you could face termination.**
- D. No proposed changes
- E. No proposed changes
- F. The proposed change by the BOE is rather vague in comparison to the current language. The current language clearly states that BOE will pay 100% of the insurance premium during the twelve week FMLA period, at the request of the employee. The proposed change replaces the very specific with vague (and potentially unenforceable) language. **Note: Bullet F in the current language is deleted in its entirety in the BOE proposal.**
- G. Bullet H in current language. The BOE proposal is an attempt to over clarify the current language.
- H. Bullet I in current language. No proposed changes.
- I. Bullet J in current language.
- J. This is an expansion of Bullet J in current language.
- K. The BOE proposes to eliminate the Oversight Committee made up of various union officers.

The BOE justifies the above proposed changes by saying it's an effort to curb “abuse”. That's right, “abuse”. They have even gone as far to say that you (Unit IV employees) call the HR Department to complain about your fellow Unit IV employees “abusing” leave rights provided under the contract.

On March 9, 2018, SAAAAC sent an information request to BOE Chief Negotiator Rawles asking her to provide us with the following information:

- During the years 2007 to 2017, how many Unit IV employees have been disciplined (excluding termination) for FMLA abuse/fraud? **Rawles' response on March 15 was “0”.**
- During the years 2007 to 2017, how many Unit IV employees have been terminated for FMLA abuse/fraud? **Rawles' response on March 15 was “0”.**
- During the years 2007 to 2017, how many times did AACPS challenge a Unit IV employee's medical certification by requiring the Unit IV employee to submit to a second medical evaluation? **Rawles' response on March 15 was “0. However, there are instances where additional information has been requested from employees.”**

If the response to all three questions is “0”, where is the abuse that they claim they are attempting to stop??

The SAAAAC Bargaining Team in consultation with our UniServ Director and MSEA Chief Legal Counsel is developing a counter proposal that will protect your rights under FMLA and be in your best interest as an employee.

Posting of Vacancies (proposed by SAAAAC) – Article 7.1

SAAAAC proposed language that would strengthen the rights of current Unit IV employees by requiring the BOE to consider INTERNAL (current employees) candidates for positions **prior** to externally advertising positions. This would give qualified, current Unit IV employees the ability to get promoted over external (non-employee) candidates. The idea of promoting from within shows that AACPS is loyal to current employees. Also:

1. **It helps employee retention.** If employees understand that promoting from within is desirable by the BOE, the opportunity to move up the ladder is a strong incentive to work hard and remain with the BOE over a longer period of time.
2. **The BOE maintains its investment in employee skills and knowledge.** No explanation necessary!

Electronic Signing of Performance Ratings (proposed by BOE) – Article 8

The BOE has proposed that “electronic signatures” be allowed on Performance Ratings when “administratively possible”. SAAAAC Bargaining Team sees no problem with such. They counter proposed with additional language that would allow “electronic submission” of rebuttals. The SAAAAC counter proposal also stipulates that the two procedures be implemented at the same time. We are awaiting response from the BOE Team.

Grade, Step, & Hourly Rate of Pay included on “check stubs” (proposed by SAAAAC)

The proposal made by the SAAAAC Bargaining Team would result in new language to the contract. Our initial request simply requested that the BOE make available (on your check stub) your Pay Grade, Step #, and Hourly Rate of Pay. After much debate, the BOE Chief Negotiator (Rawles) calmed that no additional information can be added to the current check stubs. SAAAAC verbally countered that the information still could be made available to each employee via the new Employee Self-Serve system. After more debate, Rawles stated that to add additional information to ESS would result in “upgrade charges”. She also informed us that the BOE is do for “upgrades” in March of 2019. She asked for some time to research an alternative method that could possibly address our intent. Eventually the BOE counter proposed that on an annual basis an “electronic communication” be sent to each employee with the desired information. Also, in the counter, it is proposed that another “electronic communication” be sent when an employee



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receives a promotion. The SAAAAC Bargaining Team believes this may be a step in the right direction.

Our next bargaining session will be April 11, 2018.

President Helen Wilkerson

March 5, 2018

BOARD PROPOSAL

ARTICLE 11 – OTHER LEAVES

11.7 Family Medical Leave Act (FMLA)

The Family Medical Leave Act is incorporated into the agreement by reference. In the event that benefits provided by the FMLA conflict with benefits provided by the collective bargaining agreement, the law shall be applied.

- A. FMLA benefits are available to 10-month and 12-month employees who meet the eligibility criteria set forth in the FMLA statute.
- B. Eligible employees who are approved for FMLA leave, 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 FMLA leave, as defined by the U.S. Department of Labor.
- C. Employees must substitute accrued paid leave for unpaid FMLA leave, i.e., accrued paid leave shall run concurrently with unpaid FMLA leave.
- D. FMLA Leave may be used for serious health conditions of those persons covered by "illness in immediate family" as long as the current year's available sick leave, the equivalent of fifteen (15) days, has been used.
- E. If a Unit IV employee is on paid leave because of his or her own serious health condition, and such leave is pursuant to a sick leave bank grant or is covered by workers' compensation, such leave would be exempt from the Unit IV employee's FMLA entitlement.
- F. Continuation with employee healthcare benefits, including payment for the employee share for those benefits, will be administered in accordance with the provisions of the FMLA.
- G. Leave taken intermittently or on a reduced leave schedule is not permitted for care of/bonding with a newborn or child.
- H. Except in unusual circumstances when FMLA Leave is taken near the end of an academic term, the Board will not mandate FMLA extensions.
- I. Except in unusual circumstances, upon return from FMLA leave, a Unit IV member whose period of absence does not exceed sixty (60) duty days, will return to his/her position.
- J. When an absence extends beyond sixty (60) duty days, the Unit IV member may be placed in an equivalent position in accordance with the provisions of the Act.

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