

ESP Contract Updates - May 2018





Article 3 - Association Rights

Current Language -*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.*

New Agreement - *The Board shall provide the Association with the name, position classification, work location, home address, home and work telephone numbers, personal cell phone numbers, and work email address of each employee eligible for representation by the Association. Said bargaining unit lists shall be provided on a quarterly basis, however, the information of new hires shall be provided within 30 days of hire.*

Current Language - *Orientation - The Association shall be allowed to distribute materials to new employees through the Office of Human Resources. The Association shall also be provided a place on the agenda during ESP orientations sponsored by the Office of Professional and Organizational Development. When feasible, the Association shall be permitted to present information to the Nurses at their annual orientation.*

New Agreement- *The Association shall be allowed to distribute materials to new employees through the Office of Human Resources. The Association shall be notified at least 10 days in advance of all employee processing session dates and times and also be provided a place on the agenda during ESP processing. The Association shall be permitted to present information to Nurses at their annual orientation.*

Article 3 - Association Rights

Current Language - *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:*

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

New Agreement - Maintains current language.



Article 4 - Employee Rights



Current Language - No language

New Agreement - *School-based employees will be provided up to five (5) designated hours during pre-service week to complete online compliance training.*

A joint committee was formed to survey, review and update employee job descriptions.



Article 5 - Voluntary Transfers

Current Language - 5.C - *Recommendations for voluntary transfers for paraeducators, health assistant, security assistants, and student assistants for the ensuing year will not be accepted and/or processed after August 1. With approval of the releasing principal, this date can be waived until August 15 if the request does not cause hardship on the educational program. An employee must accept the voluntary transfer unless the request is withdrawn, in writing, prior to August 1. Assistants who accept voluntary transfers on or between August 1 and August 15 will not be released until a placement is found for the transferring assistant.*

New Agreement - *Recommendations for voluntary transfers for paraeducators, health assistant, security assistants, and student assistants for the ensuing year will not be accepted and/or processed after August 1. With approval of the releasing principal, this date can be waived until August 15 if the request does not cause hardship on the educational program. **An employee will have until August 1 to withdraw his/her transfer request or accept/deny in writing via email, any transfer offered by the principal. The acceptance/denial must be made within 24 hours of the written email transfer offer from the principal. If the employee declines the transfer offer, or fails to respond within 24 hours after the offer, his/her name will be removed from that school's transfer list for that school year.***

Article 6 - Evaluations

MOU agreed to for a joint committee on evaluations.



Article 7 - Bereavement Leave



Current Language - *An employee shall be allowed five (5) consecutive weekdays of absence without loss of salary upon the death of the employee's relative: a child, parent, brother, sister, husband, wife, same-sex domestic partner, daughter-in-law, son-in-law, sister-in-law, brother-in-law, grandparent, grandparent of spouse, grandchild, stepchild, mother-in-law, father-in-law, or anyone who has lived regularly in his/her household for at least two (2) years within the last five (5) years. Two (2) consecutive work days of bereavement leave will be allowed for the death of an aunt, uncle, niece, or nephew of the employee.*

One day of the allowable bereavement leave may be used within 90 work days of the relative's death to attend a memorial service.

Article 7-Bereavement Leave



New Agreement - An employee shall be granted five (5) consecutive **duty** days of absence without loss of salary for death in the immediate family. Immediate family shall include child, parent, brother, sister, husband, wife, **domestic partner**, mother-in-law, father-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, grandparent, grandchild, stepchild, **step-parent, step-brother, step-sister**, grandparent of spouse/**domestic partner, biological parent of the employee's child**, or of anyone who has lived regularly in the household of the employee for at least two (2) years within the last five (5) years.

Upon the death of an uncle, aunt, niece, or nephew, the employee will be granted two (2) duty days of absence at any one time without the loss of salary.

One day of the allowable bereavement leave may be used within 90 work days of the relative's death to attend a memorial service. **The 90 day time limit may be waived by the Office of Human Resources on a case-by-case basis.**



Article 7 - Military Leave

Current Language - *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 y proper authority, not to exceed fifteen (15) working days in any calendar year without loss of pay for the days included in such leave.*

New Agreement - *Request for leave for military service should be submitted to the Office of Human Resources and will be approved in compliance with current federal law/regulation.*

Eligible employees will also receive up to fifteen (15) days of paid leave per year for military training.

Article 7 -Leaves

Current Language - *A leave of absence without pay of up to two (2) years may be granted to any employee who serves in the Peace Corps or Americorps.*

New Agreement - *A leave of absence without pay of up to two (2) years may be granted to any employee who serves in the Peace Corps or Americorps. **Upon return from leave granted pursuant to 7.8 and 7.16 of this Article, an employee shall be restored to his/her former position or to a position of like nature and status and will be considered as if he/she were actively employed by the Board during the leave and will be placed on the salary schedule at the level he/she would have achieved if he/she had not been absent.***



Article 9-Protection of Members

Current Language - No current language



New Agreement - *All schools must have a two-way communication system in which an employee can initiate calls to the school office. Schools presently without such a system shall have them included in their Safety/Security Plans.*

Article 9 - Protection of Members

Current Language -no language

New Agreement - The Board shall provide an Employee Assistance Program (EAP) for employees who voluntarily seek assistance.



Article 11 - Working Hours & Working Conditions

Current Language -no language

New Agreement - *Food and Nutritional Service Assistance will not be required to take their duty-free lunch break at the end of their shift.*

New Agreement- *In arranging schedules for employees who are assigned to more than one work location, every effort will be made to limit the amount of travel between work locations. Adequate travel time shall be allowed for employees who are required to report to another work location during the duty day. Travel time shall be exclusive of lunch.*



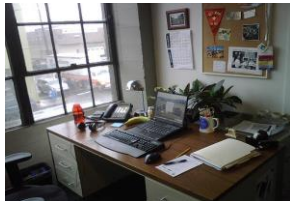
Article 11 - Working Hours & Working Conditions



Current Language - *No language*

New Agreement- *The Board shall make available, at no cost to the employee, appropriate protective and safety equipment for use in the performance of the employee's job. (At the table we discussed need for arm guards, eye protection, clothing protection, protective gloves that are $\frac{3}{4}$ length, heat-resistant, waterproof and waterproof aprons.)*

New Agreement- *Employees are not required to clean up bodily fluids.*

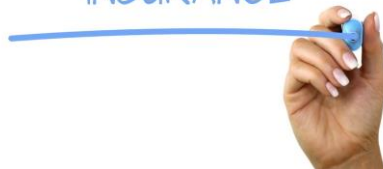


Article 14 - Insurance Protection

Current Language - *The Board will establish a committee, to include representation from all bargaining units, to provide input on the HCPSS health benefits program.*

New Agreement - The creation of a Benefits Advisory Committee that will provide recommendations into maintaining quality and affordable healthcare benefits.

EMPLOYER HEALTH
INSURANCE



Article 19 - Salary Scales

Current Language - see current scales

New Agreement - Maintains the integrity of our new scale with a partial step for next school year (FY19).



Article 14 - Insurance Protection

Current Language - (see current plan design)



New Agreement - Maintains current health; prescription, dental, and vision plan design and \$420 Benefits Credit for two years.

Concession - cut the \$750 Benefits Credit for members who opt out of coverage.

Summary

Two-year contract with limited openings in the second year for salary and one language article (not Article 14-health benefits).

Health insurance plan design is protected for two years.

Solid language protections throughout that ensure ESP is not less than.

**BEST
DEAL**