

HCEA-ESP & HCPSS BOE
TENTATIVE AGREEMENT
FY'16
(Contract Language & MOU)
TA REACHED JULY 6, 2015

TOPIC/PURPOSE	LANGUAGE	ARTICLE	COMMENT
Probationary Employee Defined to include 60 day re-evaluation due to promotion	Section 1.5, Definitions, Item H – “H. Probationary employee – An employee who has worked less than 120 days from the first day of employment <u>or who is serving a new re-evaluation period of 60 work days due to promotion.</u> ”	Article 1 Recognition	Re: New-Evaluation Period for promotions— <u>Note:</u> Does not negatively impact transfers, reductions in force, leave, sick leave bank
Adds “Mediation Process” to Grievance Procedures	<u>4. The parties may mutually agree to utilize a mediation process with the Federal Mediation and Conciliation Service (FMCS) in an effort to resolve a grievance. Such procedure may be agreed upon and implemented between the appeal to arbitration and the scheduling of an arbitration hearing (Step III).</u>	Article 2 Grievance Procedure	Provides opportunity for parties to mediate dispute before arbitration is held.
Notification to admin. for HCEA Meetings	3.4 Association Meetings – The Association shall have the right <u>be permitted</u> to use school facilities for meetings at reasonable times and upon meeting all appropriate application and utilization procedures established by the Community Services Office. <u>The administrator of the building in question will be contacted in advance about any such meeting</u>	Article 3 Association Rights	This is current practice.
Main office Check in for UniServ Director	3.5. Access to Schools – In order for the Association to properly administer this Agreement, Association officers or employees will have access to all school buildings and all employees, provided that the exercise of this right will not interfere with the educational program and provided that access does not interfere with assigned duties. The school administrator or department supervisor shall make	Article 3 Association Rights	This is current practice

	the determination regarding interference. <u>The Association representative will check in at the front office at the building upon his/her arrival.</u>		
Discharge w/o Cause	4.1 No employee will be discharged without cause. This shall not apply to the discharge of a probationary employee. <u>Probationary employee in this context does not include an employee who is serving a new re-evaluation period due to promotion.</u>	Article 4 Employee Rights	Probation status for new promotional assignment not impacted for discharge
Investigating Complaints	4.5 Any complaints regarding an employee made to any member of the administration by any parent, student, or other person which are used in any manner in evaluating such employee will be investigated and called to his/her attention unless the investigation is conducted by a law enforcement, social services, or other similar agency. <u>Any such investigation and subsequent proceedings will be handled in a manner that assures appropriate confidentiality and protection of the subject unit member.</u>	Article 4 Employee Rights	Protects confidential information and protect unit member if complaint is filed against them.
Voluntary Transfer	5.1 D. A para-educator, health assistant, security assistant, or student assistant may voluntarily transfer after October 1 during the school year provided the pending sending and receiving principals agree with the transfer and there is no disruption of the educational program as determined by the respective school principals. Para-educators will not be released until a replacement is found for the transferring assistant.	Article 5 Personnel Employment	"Clean up language" Error Corrected
Student Assistants and Transfers of Students	F. Student Assistants – Reassignment/Transfer – If the student that the student assistant is assigned to leaves the school and transfers to another Howard County Public School, then the student assistant shall may be transferred to that school with the child. If the assigned student leaves the county, then the student assistant shall be reassigned to another student in the Howard County	Article 5 Personnel Employment	Provides options (when available) for student assistants when assigned student leaves/transfers.

	Public School System. When the IEP team determines that the student no longer requires a student assistant, then the student assistant shall be assigned to another student. If a student assistant is assigned to two (2) students and one (1) student leaves the school, the student assistant shall may remain at the school <u>or request to be transferred with the departing student</u>		
HCEA access to Information re: Involuntary Transfer Unit Members	Section 5.2, Involuntary Transfer Procedures: An employee will be involuntarily transferred when the number of unit positions or job classifications in a work site or department needs to be reduced. Notice of any involuntary transfer shall be provided to the employee thirty (30) calendar days prior to any transfer, except under extenuating circumstances. <u>The Association will receive in a timely manner an involuntary transfer list detailing the names, positions, and work locations of impacted unit members.</u>	Article 5 Personnel Employment	Provides list of involuntary transfers to HCEA in order to provide representation, advice, and/or consultation to identified unit members.
Involuntary Transfers	Section 5.2, Involuntary Transfer Procedures B. Probationary employees shall be considered for involuntary transfers before those unit members who have completed their probationary period. Probationary employees in this context do not include those employees who are serving a new re-evaluation period due to promotion or transfer .	Article 5 Personnel Employment	<u>Note:</u> Clarifies that probationary employees re: evaluation period for promotions are not negatively impacted
Reinstatement of Involuntary Transferred Employees	Section 5.3 Reinstatement (Involuntary Transfers) –If an employee is involuntarily transferred, the employee shall be notified and have the right of first refusal to return to that position if the same position is restored within the same school year or by October 15 of the current school year if said transfer occurred at the end of the previous school year. <u>If the same position is restored effective as of the beginning of the next subsequent school year the previously involuntarily transferred employee will be considered for transfer back to the position if he/she so desires."</u>	Article 5 Personnel Employment	If position is restored effective next school year, transferred unit member has right to be considered for return to previous position.

NEW LANGUAGE RE: ADMINISTRATIVE TRANSFERS	New Section 5.4 – (Renumber subsequent sections currently in contract.) <u>5.4 Administrative Reassignment / Transfer – An administrative reassignment / transfer is a change in assignment or work location at the initiation of the superintendent / designee. Whenever possible, and in general, initial notification on the part of the supervisor to the employee he/she will be recommending for administrative transfer should occur at least two (2) calendar weeks prior to any reassignment/transfer and by March 15 except under extenuating circumstances.</u>	Article 5 Personnel Employment	NEW: Purpose/Definition of Administrative Transfers for unit members Timelines established
Filling Job Vacancies	5.5 Promotions – Vacancies shall be posted online through the Office of Human Resources. All current employees shall be eligible, depending upon their qualifications, to be considered for any promotional position. The Board will encourage supervisors to interview current employees, depending upon their qualifications, for any promotional position. <u>Internal applicants for positions within the bargaining unit will be notified in a reasonable period of time when the vacancy has been filled.</u>	Article 5 Personnel Employment	Reasonable Notification to internal candidates that vacancy has been filled
Confidentiality re: Evaluations	New Section 6.4 – (Renumber subsequent sections currently in contract.) <u>6.4 All aspects of the evaluation process shall be conducted in a confidential manner.</u>	Article 6 Evaluation	Protections in place to ensure that employee evaluations are confidential.
Association Leave	Section 7.5, Association and Convention Leave – Association officers and/or representatives may be permitted to draw upon thirty-five (35) school days for use in Association business without loss of pay. Notice of such absence shall be given as far in advance as reasonably possible to the employee's immediate supervisor, but in no case shall the notice be less than 48 hours. <u>If the site administrator believes that such release would unreasonably adversely impact the program of</u>	Article 7 Leave	This is current practice

	<u>operation at the site the Association and the Superintendent/designee will attempt to work out a reasonable accommodation.</u> The total of thirty-five days ...		
Child Rearing Leave	Section 7.6, Child Rearing Leave , Paragraph A – A. Non-probationary Employees – Child rearing leave shall be limited to Non-probationary Association employees. <u>Probationary employees in this context do not include those employees who are serving a new re-evaluation period due to promotion.</u>	Article 7 Leave	Clarifies that employees serving re-evaluation period remain eligible for Child Rearing leave
“Comp Time” for Parent Conferences	Section 11.2, Duty Day J. Para-educators, <u>secretaries</u> , nurses and health assistants may not be required to work beyond the contract day during the parent-teacher conference window. However, if para-educators, <u>secretaries</u> , nurses and assistants volunteer to work evening conferences (one or two evenings), they will receive an equal amount of time off (hour for hour) during the conference window. Para-educators, <u>secretaries</u> , nurses, and health assistants’ participation in evening conferences requires the approval of the principal.	Article 11 Working Conditions	Opportunity extended for “comp time” extended to secretaries if assigned to work during parent conferences after normal work hours
Pay Period Cycle for Overtime	Section 11.3, Overtime B. Employees working in excess of forty (40) hours in a scheduled work week shall be paid at 1-1/2 the employee’s regular rate of pay <u>for any approved hours in excess of 40. The HCPSS scheduled pay period is from 12:01 a.m. on a Thursday through midnight Wednesday, 13 days later. For purposes of time and one-half overtime, the work week is considered to be from 12:01 a.m. on any Thursday through midnight Wednesday of the following calendar week.</u>	Article 11 Working Conditions	Defines overtime pay period and work week timeframe for 1-1/2 overtime pay.
Para-educators and Substituting for Teachers	Section 11.7, Substitutes C. In the event a substitute teacher cannot be obtained by the substitute assignment system, a para-educator may be	Article 11 Working Conditions	Ensures para-educator serving as teacher substitute receives appropriate rate of pay based on degreed or non-degreed level

	<p>used as a substitute for teachers under the following conditions:</p> <ol style="list-style-type: none"> 1. The para-educator must agree to participate. The selection of the particular para-educator to be a substitute teacher for the day will be made by the principal. 2. The para-educator must meet all of the school system's requirements to be a substitute teacher. 3. Under no circumstances will a substitute be provided for the para-educator. 4. The daily pay for this initiative will be 50% of the daily substitute teacher rate <u>at the appropriate level (degreed or non-degreed)</u>. This will be in addition to the para-educators regular pay. 5. The duration for substituting will be for a half-day or full-day only. <u>Substituting for 3 hours or more in a day, or 3 class periods at the secondary level, will qualify for the additional pay. The time substituting need not be continuous for this provision to apply.</u> 6. Substitutes for ARD/IEP meetings will not be provided under this program. 		Fixes prior problem to now provided substitute pay when para substitutes for at least 3 class periods at secondary level (3 hrs or more at elementary school level) within a day.
PROFESSIONAL LEARNING	<u>Change Title</u> TUITION <u>PROFESSIONAL LEARNING & REIMBURSEMENT</u>	Article 12 Tuition Reimbursemt	Re-Titled as "Professional Learning & Reimbursement" to reflect purpose of the article provisions
Tuition Reimbursement for School Nurses	<u>Tuition Reimbursement, Section 12.6 (New)</u> <u>12.6 The Board will reimburse school nurses who take the National School Nurse Certification test for the cost of one test if the employee passes the test and receives National School Nurse Certification.</u>	Article 12 Tuition Reimbursemt	Reimbursement for cost of one test for National School Nurse Certification exam
Professional Learning Committee	Section 12.7 (New) <u>12.7 The Board and Association will sustain a joint committee that collaboratively oversees the</u>	Article 12 Tuition Reimbursemt	Maintaining oversight of the ESP Professional Learning Plan and Joint Committee

	implementation of the ESP Professional Learning Plan.		
Sick Leave Bank	13.2 Sick Leave Bank – All employees are eligible to contribute to and participate in, without a monetary charge, a Sick Leave Bank upon completion of the required probationary period. <u>Probationary employee in this context does not include an employee who is serving a new re-evaluation period due to promotion.</u>	Article 13 Sick Leave Bank	Clarifies that employees serving re-evaluation period remain eligible for Sick Leave Bank under current practice
Insurance Protection	<p>Section B, Medical, Dental, and Vision Insurance: Beginning January 1<u>For employees with a start date on or before June 30, 2011,</u> the Board shall pay eighty-seven percent (87%) of the premium cost of a group medical plan <u>including prescription drugs</u> for each employee and covered eligible dependent(s).</p> <p>For employees with a start date on or after July 1, 2011, the Board shall pay eighty-five percent (85%) of the premium cost of a group medical plan <u>including prescription drugs</u> for each employee and eligible dependent(s). This revised BOE contribution will be effective July 1, 2011, or the employee's eligibility date, whichever date occurs later.</p> <p>The selection and removal of health, dental, and/or vision carriers and their respective plans is at the Board's discretion, including those plans identified in the 84-85 Medical/Dental Program.</p>	Article 14 Insurance Protection	Edits to reflect current practice
	<p>Section C.1.a, d, e:</p> <p>C. Variety of Insurance Program (VIP) Medical, Dental, and Vision Program</p> <p>1. Employee Election of Variety of Insurance Programs (VIP)</p> <p>a. Each year during open enrollment as established by the Board, each employee will be required to make an election between participating in the VIP program or</p>		

	<p>continuing his/her participation in the 1984-85 health insurance arrangement.</p> <p>Employees hired after July 1, 1993, may not select the "Traditional Medical Plan."</p> <p>b. This election will be irrevocable for the Plan Year.</p> <p>c. Once an employee elects to participate in the VIP Program, he/she will not be allowed to participate in the prior insurance arrangement.</p> <p>d. All new and/or rehired employees with a reporting date after June 30, 1985, will not have the opportunity to make this election but will automatically participate in the VIP Program when eligible.</p> <p>e.d. The 1984-85 insurance arrangement is as follows:</p> <p>(1) Employees electing to remain in the 1984-85 medical coverage plan will be required to contribute 13% of the individual and dependent premiums.</p> <p>Employees electing to participate in the 84-85 Dental Plan will be required to contribute 10% of the individual premium and 100% of the dependent premium.</p> <p>(2) All employee contributions will remain on an after-tax basis.</p> <p>(3) Cost contain measures.</p> <p>f.e. The third party administrator will determine the usual and customary charges twice a year</p> <p>g.f. (1) Food Service Nutrition Assistants hired on or after July 1, 2000, shall be required to serve a 30 calendar day waiting period beginning in FY08 before becoming eligible for any medical, dental, and/or vision coverage.</p> <p>(2) Food Service Nutrition Assistants hired after July 1, 1997, may only select from two (2) medical insurance plans as identified by the Board.</p>		
NEW: <u>LABOR/MANAGEMENT COLLABORATION</u>	<p>15.S. Joint Labor/Management Collaboration Committee (NEW)</p> <p>See Separate Sheet</p>	Article 15 General Provisions	Provides vehicle to address non-contractual issues (See last chart below)
NEOP Certification	<p>National Association of Office Education Professionals Certification (NAEOP)</p> <p>Eligible unit members who successfully complete NAOEP</p>	Article 17 Salary Scales	Secretaries receiving NAEOP certification will receive one-time stipend of \$500.

	certification shall be paid a one-time stipend of \$500.00. The number of eligible employees to receive the stipend in any given year shall be limited to five (5) ten (10) .		Expands eligibility to 10 employees per year,
National School Nurse Certification	<u>3. Nurses who qualify for and receive National School Nurse Certification will receive an additional \$1.00 per hour as long as the certification is maintained. (This provision will be effective July 1, 2016.)</u>	Article 17 Salary Scales	Nurses receiving and maintaining National School Nurse Certification receive additional \$1.00 per hour
Negotiations Process & Duration	<p><u>See Article 19 DURATION</u></p> <p>Unless otherwise provided herein, the provisions of this Agreement shall be effective as of July 1, 20142015, and shall continue in full force and effect through June 30, 20152017.</p> <p><u>During the first year of this Agreement the parties agree to negotiate with regard to compensation, holidays, and one other Article at the option of each party, to be effective for the second year of this Agreement.</u></p> <p><u>The parties agree that these negotiations on Article 17 will be concluded no later than January 29, 2016. If agreement on compensation is not reached by that date, the parties agree to jointly request that impasse be declared by the Public School Labor Relations Board.</u></p> <p>Note: This copy includes the language and salary changes reflected in the Addendums to the Master Agreement between The Howard County Board of Education and The Howard County Education Association Educational Support Professionals, dated 10/21/11 and 8/18/11</p>	<p>Art. 16 Negotiation Procedure</p> <p>Art. 19 Duration</p>	<p>Sets forth parameters for 2015-16 negotiations: 2 year agreement on language (2015-2017), with limited re-openers</p> <p>Re-openers on Compensation, Paid Holidays, and One (1) Article at the option of each party.</p> <p>Establishes timelines to jointly declare impasse (January 29, 2016)</p> <p>Removes outdated language</p>

Salary Scales	Article 17, Salary Scales – <u>All salary scales will be re-indexed effective December 24, 2015, to reflect a one percent increase in the top step. The change will be reflected starting in the January 15, 2016, paycheck.</u>	Article 17 Salary Scales	1% re-index for employees at top of salary scale to begin on December 24, 2015 (reflected beginning January 15, 2016 pay check)
Step Increments	<u>Step increments for eligible unit members for FY16 will be implemented effective December 24, 2015, and shall be reflected in the paycheck issued January 15, 2016.</u>	Article 17 Salary Scales	Step Increase to begin on December 24, 2015 (reflected beginning January 15, 2016 pay check)
Paid Non-Duty Day	<u>12-month unit members will receive one paid day off during FY16, to be scheduled with the supervisor's approval. Other unit members will have October 16, 2015, as a paid non-duty day that is one of the days in the contracted work year for such individuals.</u>	Article 19 Duration	For 12 month unit members—One(1) paid non-duty day to be determined with supervisor's approval for FY'16 only For 10 & 11 month unit members--One (1) paid non-duty day (October 16, 2015) for FY'16 only
Paid Holidays	Memorandum of Understanding <u>During the first year of this Agreement the parties will establish a joint work group to study the issue of paid holidays for 10-month and 11-month employees. The recommendations of the work group will be presented to the parties no later than December 15, 2015, and will be considered in reopened negotiations for the second year of this Agreement.</u>	MOU (Memorandum of Understanding)	Work group established to study "Paid Holidays" for unit members Results of work group to be addressed during FY'16 negotiations
NEW: <u>JOINT LABOR/MANAGEMENT COLLABORATION COMMITTEE</u>	15.5. Joint Labor/ Management Collaboration Committee 1. Purpose <u>The parties agree to actively support a Joint Labor Management Collaboration Committee which will be used as a forum for the discussion of issues that are not current matters of negotiation or grievance but are matters of mutual interest or concern between the parties. The intent of the Labor/Management</u>	ARTICLE 15 JOINT LABOR MANAGEMENT COMMITTEE	Labor/Management Committee Topics: Email protocols Safety training Protocols for student safety and movement Protocols for Health emergencies Evaluate ASRIS Pre-year expectation meeting for school based staff Job Expectations

	<p><u>Committee is to investigate study and discuss possible solutions to mutual problems affecting labor/management relations. The parties may also attempt to resolve differences of interpretation of negotiated matters. However, it is recognized that the Labor/Management Committee is not a substitute for the grievance procedure. Additionally, it is recognized that neither party will submit or otherwise seek modification of any negotiated term or condition of the agreement through the Labor/Management Committee and no bargaining will take place.</u></p> <p>2. Membership <u>Standing members of the Labor/Management Committee will include the president or designee of the Howard County Education Association Educational Support Professionals (ESP) unit and two other ESP representatives of the Association to be determined by the president, and the Superintendent or designee and two other representatives of management determined by the Superintendent. At any meeting of the Labor/Management Committee, either party may be represented by up to four additional members. Both parties may rotate these members in order to accommodate discussion of scheduled agenda items at meetings. The committee may elect to use outside impartial facilitation for some or all meetings.</u></p> <p>3. Chairperson <u>The President of HCEA-ESP/designee or the Superintendent/designee can convene the Labor/Management Committee. Responsibility for chairing meetings shall alternate each meeting between HCEA-ESP and HCPSS. Each party will determine whether their chair assignment will be consistent or rotate among their members.</u></p> <p>4. Minutes <u>The committee will assign responsibility for preparing minutes of the meeting. Drafts of the minutes of meetings will be submitted to each team leader by the</u></p>		<p>Job Descriptions Staffing ratios Pool of float nurses Sub pay for nurses Expand student peer assistant program HUB access to HCEA Smart find Confidentiality Notification of visitors Lunch/recess ratio of staff Enforce lunch break/duty break Special Education Issues Registrar Work Load/Scheduling Issues Update Teacher's Secretary position Elementary School Teacher Secretary issues— (work load, registrar/data clerk duties) Staggering and flexible workdays</p>
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	<p>preparer for approval and submission to the other committee members. Copies of the minutes will then be distributed to all members who were in attendance at the meetings.</p> <p>5. Date, Time, and Agenda of Meetings <u>The committee will schedule regular meetings at least quarterly. Additional meetings may be called at the request of either party. Such additional meetings will be requested a minimum of two weeks in advance along with the proposed agenda items of the requesting party. The proposed agenda for all meetings shall normally be limited to one and one-half hours, shall include the topics along with a brief description, and will be submitted five days prior to the meeting to both parties. The individual designated to chair the meeting will be responsible for preparing and distributing the agenda. It is recognized that either party may initiate a topic not on the agenda provided the other party concurs that it is of an emergency nature or a current item that would be of benefit to be discussed as soon as possible.</u></p> <p>6. General Guidelines <u>As time permits, each topic will be discussed fully and recommendations made on the topic before proceeding to another topic. Topics requiring further study may be tabled and brought for further discussion at a future meeting. It is recognized that recommendations growing out of these meetings are not binding. No grievances shall be discussed and no bargaining shall take place. However, topics that could lead to grievances may be discussed. All Committee recommendations shall be reached by consensus. There shall never be a vote taken by the Committee. Where consensus is not reached, the topic shall be canceled, reverting to its proper place in the labor/management relationship – for instance, grievance procedure, negotiations, etc.”</u> <u>Either party may initiate a request to the Federal Mediation and Conciliation Service for assistance.</u></p>	
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