

**HCEA-ESP & BOE  
TENTATIVE AGREEMENT**

**FY'15**

Effective JULY 1, 2014

(Reached July 31, 2014)

TOPIC/PURPOSE	LANGUAGE	ARTICLE	IMPACT
<u>Administrator to Meet w/ HCEA Rep</u>	“The principal of each school shall be available upon reasonable request of Association representatives to discuss questions relating to the implementation of this Agreement in his/her school.”	<b>3 Association Rights</b>	(Mirrors rights under teacher’s contract.) HCEA Rep (regardless of employee group) can meet w/ admin. to discuss contract issues, working conditions, etc.
<u>Investigating Work-Related Complaints</u>	“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.”	<b>4 Employee Rights</b>	Clarifies obligation of admin. to bring investigations of work complaints to employee if to be used in evaluation. If law enforcement or social services are involved, investigations and sharing results are to be governed by these agencies.
<u>Due Process Rights</u>	<p>“Following the provision of due process per the established Board policy on Employee Conduct and Discipline, Association representative (s) shall be entitled to accompany and represent an employee at any hearing or meeting involving disciplinary action to be taken against the employee at that meeting.</p> <p>Before the Superintendent/designee issues the disciplinary action, the employee will be provided at least one work day of advance notice of the meeting.</p> <ol style="list-style-type: none"> <li>1. The employee will be advised that disciplinary action is being considered.</li> <li>2. The employee will be advised of his or her right to have Association representation at the meeting.</li> <li>3. The Superintendent/designee is not obligated to postpone the meeting with the employee nor to suggest or secure alternate representation if the individual Association representative requested is unavailable.”</li> </ol>	<b>4 Employee Rights</b>	Provides Assn Representation during “due process” meetings regarding possible disciplinary actions. (Mirrors rights covered in teachers’ contract.)

<p><b><u>Voluntary Transfers</u></b>  <b>Employees shall not have to notify immediate supervisor in writing</b></p>	<p>Change: "5.1 Voluntary Transfer Procedures: Para-educators, health assistants, security assistants, and student assistants shall notify <del>their immediate supervisor in writing, and</del> the Human Resources Office and/or each school, as appropriate of such request between December 1 and April 1 of the current school year. <b>Employees shall follow established procedure delineated in the Online Voluntary Process.</b> The request shall include the name of the location associated with the request. <del>These transfer requests may take place online provided the technology infrastructure and processes are in place.</del></p>	<p><b>5 Personnel Employment</b></p>	<p>Due to guarantees of good faith efforts to provide adequate technology infrastructures and processes, employees will be soon able to process voluntary transfers on line. Also, this will eliminate the requirement for employees to notify admin/supervisors directly in order to obtain signature before processing Voluntary Transfer requests.</p>
<p><b><u>Promotions:</u></b>  <b>Posting Vacancies</b></p>	<p>5.4--Promotions - Vacancies shall be <del>advertised in writing posted online and made available by a recorded announcement and by electronic posting</del> through the Office of Human Resources."</p>	<p><b>5 Personnel Employment</b></p>	<p>Good faith guarantees re: technology access, language basically reflects current practice.</p>
<p><b><u>Placement on Salary Scale</u></b></p>	<p>5.6--Placement on the salary schedule – Employees hired on or after July 1, <del>2013-2014</del> will receive credit for related work experience as identified in the job posting as acceptable experience <del>up to a maximum of the mid-point on the appropriate salary scale.</del> To qualify, the experience must be continuous experience ending no more than four years prior to the hire date</p>	<p><b>5 Personnel Employment</b></p>	<p>Provides wider opportunity to recruit skilled employees in hard to staff positions.</p>
<p><b><u>Observations</u></b></p>	<p><b>6.5 C. –For any observation less than satisfactory, the evaluator shall provide written suggestions for improvement.</b></p>	<p><b>6 Evaluation</b></p>	<p>Guarantees that written suggestions for improvement are provided in time to correct concerns before end of yr.</p>
<p><b><u>New Evaluation for Promotions</u></b></p>	<p>6.6 A current employee promoted into a new position will be re-evaluated at the end of 60 working days in the new position. The employee shall be offered professional learning opportunities to meet current position requirements.</p>	<p><b>6 Evaluation</b></p>	<p>Assessment of job performance after promotion (a promotion is a voluntary change of assignment). Professional Assistance made available if needed.</p>
<p><b><u>Personal Leave</u></b>  <b># of Days Increased</b></p>	<p>Change: "7.2.A. — Personal Leave <b>"Three (3) Two (2)</b> days of personal leave per year shall be provided to each employee."</p>	<p><b>7 Leave</b></p>	<p>Provides an additional <b>Personal Leave Day</b> for all employees (from 2 to 3)</p>
<p><b><u>Bereavement Leave for Memorial Service</u></b></p>	<p>Change: "7.3-Bereavement Leave- Two (2) consecutive work days of bereavement leave shall be allowed for the death of an aunt, uncle, niece, or nephew of the employee. One (1) day of the allowable bereavement leave may be used w/in 90 <b>work</b> days of the relative's death to attend a memorial service."</p>	<p><b>7 Leave</b></p>	<p>Expand 90 days (calendar days) to <b>90 work days</b> (not to include Saturday, Sunday, Holidays listed in HCPSS calendar)</p>

<b><u>LOA for Peace Corps or AmeriCorps</u></b>	“A leave of absence without pay of up to two (2) years may be granted to any employee who serves <del>successfully</del> in the Peace Corps or AmeriCorps <del>Vista</del> .”	<b>7 Leave</b>	Updating identified federally endorsed programs servicing communities domestic and abroad.
<b><u>Student Code of Conduct to be followed when Para-Professional is involved</u></b>	<b>9.1 “The “Student Code of Conduct” shall be followed by the school administrator in reviewing individual student disciplinary actions. The final school building level authority for student disciplinary action is the school principal.”</b>	<b>9 Protection Of Members</b>	<b>Side Letter</b> written to acknowledge: THIS DOES NOT AFFECT THE RIGHT OF THE EMPLOYEE TO INVOKE 9.1B: <i>The employee may request a conference with the school administrator and/or superintendent to discuss such an incident and/or the corrective action taken.</i>
<b><u>Work Breaks</u></b>	11.2 (l) -- Principals and department/office supervisors will schedule AM and PM breaks... <b>in consultation with employees.</b>	<b>11 Wk Hrs &amp; Conditions</b>	Admins/supervisors must consult with employees before scheduling work breaks. MOU will cover timeframe.
<b><u>Technology</u></b>	The Board of Education shall provide at least one dedicated computer in at least one designated staff location for paraprofessionals to complete work-related tasks.	<b>11 Wk Hrs &amp; Conditions</b>	Contract provision to be used as is a floor, not ceiling. In addition, MOU establishes <b>Technology Committee</b> to address technology infrastructure, etc.
<b><u>Substitutes</u></b>	<b>11.7.A.--</b> Substitutes will be authorized for health assistants, and principals’ secretaries for absences of two (2) or more consecutive days. Substitutes will be authorized for special education and RECC para-educators <b>and student assistants</b> beginning the first day of absence.”	<b>11 Wk Hrs &amp; Conditions</b>	Expanding available substitute coverage to student assistants. Helps to address concerns that admin. were not authorized to get subs for student assistants, creating burden on staff & student learning.
<b><u>Mileage</u></b>	<b>11.8.A. --Change:</b> “Employees who are required to use their automobiles while on duty for authorized and approved travel shall be reimbursed <del>at the</del> <b>in accordance with IRS-approved rate per mile regulations</b> provided such travel is authorized and approved in advance by the Superintendent/designee.	<b>11 Wk Hrs &amp; Conditions</b>	Approved travel reimbursement to be done in accordance with IRS regulations.
<b><u>Changes made to ESP SLB to enhance stability</u></b>	<b>13.5—</b> Approval Committee — The Association shall appoint a Sick Leave Bank Approval Committee <b>that shall include one Superintendent appointed representative. The Committee</b> <del>which</del> shall have responsibility for determining the annual assessment rate, receiving requests for grants, and approving or denying such requests. The <del>Committee</del> <b>Association</b> shall publish its rules and procedures <del>to all employees</del> . <b>Procedures shall be distributed and posted on the HCPSS website to all enrolled employees annually, no later than October 1.”</b>	<b>13 Sick Leave Bank</b>	Changes to the SLB will help to secure its ability to provide assistance to members during catastrophic and incapacitating illness/injuries. Also provides means to improve communication to BOE and members.

	<p><b>13.8—The Association shall provide the Superintendent with an annual Sick Bank report by August 31 of each year detailing the beginning balance of sick bank days, additions to the sick bank, deductions from the sick bank, and ending balance in the sick bank as of June 30 each year</b></p> <p><b>13.9—For accounting and compliance purposes only, the Association will provide access to days and hours granted and used to the Superintendent/designee on a quarterly basis.</b></p>		
<b><u>No Changes to Health Insurance/Benefits</u></b>	<b>NO CHANGES TO HEALTH INSURANCE/BENEFITS RE: BOE OBLIGATIONS</b>	<b>14 Insurance</b>	NO CHANGES TO HEALTH INSURANCE/BENEFITS re: BOE obligations.
<b><u>Same Sex Domestic Partners Benefits</u></b>	“...Grandfather current employees taking medical coverage. (Add language to address employees living out of state)”	<b>16 General Provisions</b>	This preserves the benefit to employees covered prior to change in Maryland Law.
<b><u>COLA + Increment</u></b>	<p>The basis for FY’15 negotiations is a 3% COLA + full step increment for all eligible employees to occur as follows:  <b>3% cost of living adjustment</b> for all employees , effective <b>July 1, 2014</b></p> <ul style="list-style-type: none"> <li>▪ Ave. 0.8%, (in addition to 3% COLA) increase to educators not eligible for a step increase because of their long service to the Board, <b>Effective July 1, 2014</b></li> </ul> <p><b>A full step increase</b> for those eligible (about two-thirds of all employees) <b>to be distributed in two parts:</b></p> <ul style="list-style-type: none"> <li>▪ One-half of this step will be pro-rated into your salary throughout the year, beginning July 1, 2014, and</li> <li>▪ One-half of this step will be paid in a lump sum payment <b>on July 1, 2015.</b></li> </ul>	<b>17 Salary Scales</b>	<p>Provides COLA for ALL EMPLOYEES on July 1, 2014, regardless of where they fall on/off salary scale</p> <p>Provides additional “0.8-0.9%” for those at top of scale (increase w/o adding extra step to scale) (July 1, 2014)</p> <p>Full step increase –payment in 2 parts to allow ability to realize impact of full increment by end of FY’15</p>
<b><u>One Year Agreement</u></b>	Article 19 shall be amended to provide that: <b>“Unless otherwise provided herein the provisions of this Agreement shall be effective as of July 1, 2014 and shall continue in force and effect through June 30, 2015.”</b>	<b>19 Duration</b>	One Year Agreement. Negotiations for FY’16 will begin between November 2, 2014-December 2, 2014.