

Tentative Agreement
HCEA-ESP/HCPSS
August, 2013

<u>ARTICLE</u>	<u>NEW LANGUAGE:</u>	<u>IMPACT</u>
3 – Assoc. Rights	“The Association will have the right to be present at any and all orientation events for new employees to explain the function and benefits of membership as well as attendance at any Welcome Back meetings for paraeducators sponsored by HCPSS.”	Outside of Agreement- will allow HCEA to participate in all employee orientation events.
3- Assoc. Rights	“A jointly led HCEA-ESP committee with representation from various types of ESP employees will be established by October 1, 2013 to study the feasibility as well as the development and implementation of one or more professional learning activities for ESP employees. The delivery model for the professional learning activities may include but not be limited to full day events for various types of employees and/or events of shorter duration for specific employees. The professional learning activity(ies) will be implemented as determined by the Committee.	Outside of Agreement- will provide professional learning activities for ESP members through a jointly led Committee.
5 – Personnel Employment	Current language: “Voluntary Transfer Procedures - Paraeducators, health assistants, security assistants, and student assistants who voluntarily desire to transfer The requests shall include the name of the location associated with the request. New language: “ These transfer requests may take place online provided the technology infrastructure and processes are in place. ”	This language will provide for on-line processing of voluntary transfer requests.
5- Personnel Employment	Reinstatement (Involuntary Transfers: Current Language: “If an employee is involuntarily transferred, the employee shall “ be notified ” and have the right of first refusal to return to that position. . . . “	The addition of the words “ be notified ” will ensure that the employee is aware of that position reopening
5- Personnel Employment	Current language: “An employee must accept the voluntary transfer after June 1 unless the request is withdrawn prior to August 1. The new language reads: “ An employee must accept the voluntary transfer unless the request is withdrawn in writing prior to August 1st. ”	Extends to August 1st the window to withdraw request.

5- Personnel Employment	Current Language- Promotions: “Vacancies shall be advertised in writing and made available by a recorded announcement <u>“and by electronic posting”</u> through the Office of Human Resources	Requires HCPSS to post vacancies electronically
5- Personnel Employment	Current language: “Placement on the salary schedule: Delete the words: “All first time hires will be awarded credit. . . and replace with: <u>“Employees hired on or after July 1, 2013 will receive credit”</u> for related work experience. . . . “	Expands credit to all hires – not just first-time hires.
6. Evaluations	Current language: “Ten month employees shall have up to three work days before the end of the school year to respond to the evaluation.” New language will read: <u>“Employees shall have up to three work days during that school year to respond to the written evaluation.”</u>	Clarifies and ensures that evaluations are not given on the last day.
7. Leaves	Bereavement: Current language: “. . . father-in-law, or anyone who has lived regularly in his/her household <u>“for at least two (2) consecutive years within the last five (5) years.”</u>	Defines “regularly in household” to mean 2 yrs. out of 5 yrs. No pre-approval or documentation needed.
7. Leaves	Add to Paragraph 7.7A on legal proceedings the following language which excludes the granting of leave without loss of pay . . . <u>“or any non-work related civil or administrative proceedings wherein the employee or a member of the employee’s immediate family is a party to the proceedings.”</u>	Revised language to clarify that this provision does not apply if the member is suing the BOE or criminal charges are brought against him/her.
7 – Leaves	Current Language: G. “On June 30 of each year employees shall be allowed to have accrued up to two times the number of annual leave days allotted. <u>“Accumulated annual leave that exceeds the carry-over limit will be converted to sick leave.”</u>	This will prevent loss of those days exceeding 40 days.
9- Protection of Members	“Health Room Control – delete the words <u>“For Nurses Only”</u> and add the words <u>“and health assistants”</u> after “nurses” throughout the paragraph. Also delete the words “Superintendent/designee” and add the words <u>“Health Services Coordinator”</u> throughout.	This addition provides same protection to health assistants that nurses currently enjoy.
11- Working Hours And Conditions	J. Paraeducators, <u>“nurses and health assistants”</u> may not be required to work beyond the contract day during	Provides nurses and health assistants the

the parent-teacher conference window. . . .

same opportunity to receive time off for doing evening parent conferences.

11- Working Hours And Conditions

A. Delete “special education paraeducators” from Section A. and add the following to it: “ Substitutes will be authorized for special education and RECC paraeducators beginning the first day of absence.”

This will provide day one coverage for absences for these Paraeducators.

11- Working Hours And Conditions

Current language: “Paraeducators,” and interpreters,” will be provided lockable desks and file cabinets as space and budget permits.” **“Nurses and health assistants will be provided lockable desks, file cabinets, and/or a lockable office as space and budget permits.”**

Provides for lockable desks and cabinets for interpreters and also offices for nurses and health assistants.

11- Working Hours And Conditions

New Language: **“The BOE will ensure that sufficient access will be provided during the duty day to technology necessary for paraeducators and interpreters to carry out their job responsibilities.”**

Specifics will be addressed via a Memo from the Assistant Superintendent’s Office.

11-Working Hours And Conditions

Recommendations from last year’s Joint Committee on Paraeducator Collaboration time will also be addressed via a Memo from the Assistant Superintendent’s Office.

See the attached draft for specifics.

12- Reimbursement

Current language: “The Board shall reimburse tuition cost for professional improvement . . . up to **\$225 per credit up to a maximum of 45 undergraduate credits.** .”

This increases the rate of reimbursement & number of credits.

17- Salaries

**Full increment for all employees effective July 1, 2013
1% increase provided to all employees not eligible to receive an increment
\$.06/per hour added to every step on all hourly salary scales
Maintenance of all longevity step increases**

For Interpreters Salary Scales the following changes were made:

Under “C” – NAD Level 4 Advanced Certification – keep current language and add: **“NIC Certification (certified after 7/1/12), or Ed: k-12 Certification (EIPA 4.0)”**

Under D. – NAD Level 5 Master Certification: **Delete “RID Certificate of Interpreting and Certificate of Transliteration”.** Leave NIC Level 3 Master Certification and add: **“Any two certifications from Grade C.”**