FY15 HCEA Negotiations on 1/17/14

Key: **bold = proposed new language**

strike = proposed deleted language

Quotes = current and proposed Master Agreement language

Master Agreement Issue and Article	HCEA Additions and/or Modifications	Cost Estimate	BOE Response	Status
1. Article 2, Negotiation Procedure, pages 1-2	Addition: "E. If, at the conclusion of negotiations, the initial TA cannot be fully implemented due to lack of funding from the county, and if the Board lacks sufficient surplus funds to implement the TA, then the parties agree to proceed in the following manner regarding both funding and language items: (a) That during the contract period, any additional funds that are identified or available within the Board's budget, shall be used to the extent possible, to fully fund the priorities identified herein below: i. (to be determined) ii. (to be determined) iii. This may include changes in the health care premium split or plan design ii. The work year shall be days (reduce it)."	Undeterminable	Illegal subject of bargaining	Unresolved
2. Article 11, Limit of Duties, page 13	<u>Change</u> : "I. Elementary School Teachers will not be assigned lunch or recess duty. This time will be given to teachers as additional individual planning time."	\$756,648 with FICA for 4 lunch and recess monitors at all 19 middle schools all 12 high schools	Reject	Unresolved

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3. Article 12, Personnel Employment, page 17	<u>Change</u> : "G. Personnel employed for work, which is an extension of normal teaching duties, beyond the normal school day or year, excluding summer school, shall be compensated on a prorated sum based on the salary normally received if such work and rate of compensation are not provided in this agreement."	Pending, Average teacher hourly rate = \$51.50 Workshop hourly wage = \$20.00 Curriculum Writers' hourly wage = \$25.00 Workshop Presenters' hourly wage = \$30.00	Reject	Unresolved
4. Article 13, Reimbursement, page 17-18	Change: "B. Teachers earning graduate or undergraduate college credit or approved staff development courses taken for credit toward certification shall be reimbursed for tuition costs by the Board. The rate of reimbursement is up to \$300 per credit up to a maximum of 51 45 graduate credit hours, with no limit per year with an annual limit of nine (9) credits, and a rate of up to \$200 \$155 per credit up to a maximum of 24 undergraduate credit hours while employed by the Board of Education of Howard county and if the course is in a Maryland State Department of Education certification area. There is no annual limit for credits taken through a Board or Association sponsored cohort program, as designated by the Superintendent's designee. Documentation must be submitted within sixty (60) days of the end of the course. Teachers may use unused undergraduate and graduate credit hours to renew teaching certificates."	Pending	Reject	Unresolved

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5. Article 15, Sick and Bereavement Leave, page 21	<u>Change</u> : "B. A teacher shall be allowed five (5) consecutive work days (summer break not included) of absence from school without loss of salary on the death of a child, parent, brother, sister, husband, wife, same-sex domestic partner, mother-in-law, father-in-law, son-in-law, daughter-in-law, grandparents, grandchildren, stepchildren, brother-in-law, sister-in-law, grandparents of spouse, or of anyone who has lived regularly in the household of the teacher for at least two (2) years within the last five (5) years. Two Three consecutive days of bereavement leave will be allowed for the death of an aunt, uncle, niece, or nephew. One day of the allowable bereavement leave may be used within 90 work days of the relative's death to attend a memorial service. A death that occurs within ten days before the first teacher work day will be considered during the school year and not the summer. "	Loss of productivity cost = \$1,873,968 with FICA and substitute cost from \$75 to \$103/day/teacher	Reject	Unresolved
6. Article 15, Sick and Bereavement Leave, page 21- 22	Addition: "F. Sick Leave Separation Pay – At the time of his/her separation after five-years of HCPSS service, any unit member shall receive separation pay at her/his current salary rate for one fourth of this accumulated sick leave."	\$526,669 with FICA	Reject	Unresolved
7. Article 16, Temporary Leaves of Absence, page 22	<u>Change</u> : "1. Personal leave a. Three (3) Two (2) days of leave per year, with no loss of pay, shall be available to each teacher for personal leave."	Loss of productivity cost = \$1,873,968 with FICA and substitute cost from \$75 to \$103/day/teacher	Reject	Unresolved
8. Article 16, Temporary Leaves of Absence, page 23	Addition: "Professional Growth Leave 4. Upon approval, teachers shall be granted a self-selected professional development day each year without loss of pay or personal leave to enhance their skills and qualifications, promote staff development, improve instruction or provide professional service to another district or to a state or national organization. By special request, additional days may be granted by the supervisor and will not be unreasonably denied."	Loss of productivity cost = \$1,873,968 with FICA and substitute cost from \$75 to \$103/day/teacher	Reject	Unresolved

9. Article 18, Change: "F. 2 Elementary teachershave weekly preparation time during the student week of at least three two hundred and twenty-five (325) minutes two hundred fifty (250), with at least two hundred seventy-five (275) two-hundred tweenty (220) of such time scheduled in blocks of not less than fifty-five (55) Pending 10. Article 18, Addition: "F.4 60% of the Program Implementation Period (PIP) time during a week shall be teacher directed and used for individual planning time, gathering resources communicating with parents, and development of lessons." Pending 11. Article 18, Addition: "F.5 Three (3) hours of additional prep time shall be made available before interims." Pending working Hours and Workload, page 26 Addition: "F.5 Three (3) hours of additional prep time shall be made available Pending				Status
Working Hours and Workload, page 26week shall be teacher directed and used for individual planning time, gathering resources communicating with parents, and development of lessons."11. Article 18, Working Hours and Workload,Addition: "F.5 Three (3) hours of additional prep time shall be made available before interims."Pending	Hoursstudent week of at least three two hundred and twenty-five (325) minutes two hundred fifty (250), with at least two hundred seventy-five (275) two hundred twenty (220) of such time scheduled in blocks of not less than fifty-five (55)	Pending	Reject	Unresolved
Working Hours before interims." and Workload,	Hours week shall be teacher directed and used for individual planning time, gathering	Pending	Reject	Unresolved
	Hours before interims."	Pending	Reject	Unresolved

Master Agreement Issue and Article	HCEA Additions and/or Modifications	Cost Estimate	BOE Response	Status
12. Article 18, Working Hours and Workload, pages 26-27	<u>Change</u> : "K. Substitutes shall be provided for all classroom teachers (including media personnel and specialists) who attend professional conferences and activities, including in-service meetings and approved teacher visitations to other county schools. Teachers identified as teacher-in-charge or other approved chaperone for a pre-approved field trip shall be provided with substitutes and will not use their own leave to attend that field trip."	Undeterminable, but there is a cost, substitute costs = up to \$103/day/teacher	Accept and add <u>Counter Proposal</u> : "The provision of a substitute for the teacher-in-charge or other approved chaperone will be based on the needs of that school and approved by the principal/designee."	Unresolved
	"When related service providers are absent for more than one day, additional qualified personnel shall be assigned to assist in making up missed instruction/services for the students' required hours and to meet state and federal law requirements."	Current practice with school psychologists when on FMLA only, costs = \$350- \$500/day/school psychologist, other areas utilize alternative strategies to cover services.	Reject	Unresolved
13. Article 18, Working Hours and Workload, page 27	Addition: "N. On Pre-Service Days unit members shall have at least 75% of the time (excluding any countywide professional days), scheduled prior to arrival of students each Fall during which time the unit member will be allowed to prepare his/her room and materials. No other meetings or duties shall be required of the unit member during that time."	Pending	Pending	Unresolved

Master Agreement Issue and Article	HCEA Additions and/or Modifications	Cost Estimate	BOE Response	Status
14. Article 18, Working Hours and Workload, page 27	 <u>Addition</u>: "O. Implementing New Curricula "1. Teachers who are expected to implement new curricula or techniques shall be given an opportunity to participate in a training activity concerning the new curricula within a reasonable period of time prior to the implementation of the curriculum. 2. Materials and texts necessary for the implementation of new curricula and techniques will be available to the teacher, within a reasonable period of time, prior to the time the teacher is expected to implement the curriculum." 	Undeterminable	Illegal subject of bargaining	Unresolved
15. Article 20, Salary Scales, pages 30-31	Salary: Increment + 5% COLA each year for 5 years	Year 1: \$25,841,954 with FICA Year 2: Additional \$27,650,890 with FICA Year 3: Additional \$29,586,452 with FICA Year 4: Additional \$31,657,503 with FICA Year 5: Additional \$33,873,528 with FICA Year 5: Additional \$33,873,528 with FICA Year 5: Additional \$31,657,503 with FICA	Reject	Unresolved

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16. Article 20, Salary Scales, pages 30-31	Compression to Step 27	Pending	Reject	Unresolved
17. Article 20, Salary Scales, Notes, page 32	<u>Change</u> : "(4) Instructional Team Leaders shall receive a supplement of \$3000 . \$2500."	\$338,560 with FICA	Reject	Unresolved
18. Article 20, Salary Scales, page 32	<u>Change</u> : "(5) Teachers successfully completing the National Board of Professional Teaching Standards certification program (NBPTS) shall receive an annual supplement of \$3000 \$2000 each year their NBPTS certificate remains in good standing. The aforementioned supplement will be implemented at the beginning or the midpoint of the teacher's work year."	\$106,570 with FICA	Reject	Unresolved
19. Article 20, Salary Scales, page 32	<u>Change</u> : "(6) Speech and language pathologists and Audiologists who hold a Certificate of Clinical Competence from the American Speech and Hearing Association (ASHA) shall receive an annual supplement of \$3000."	\$6,459 with FICA	Reject	Unresolved
20. Article 20, Salary Scales, page 33	Addition: "10. Occupational Therapists, Physical Therapists, School Psychologists, and Counselors successfully completing their Board/National Certification shall receive an annual supplement of \$3000 each year their certificate remains in good standing."	\$904,260 with FICA	Reject	Unresolved
21. Article 20, Salary Scales, pages 35-36	<u>Change</u> : 10% increase to coaches/advisors scale	\$248,080 with FICA	Counter Proposal: 5% increase to coaches/advisors scale, cost = \$124,040 with FICA	Unresolved

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22. Article 20, Salary Scales, pages 36-37	Addition:"Elementary School:Middle SchoolBand Director-\$700\$1200Chorus Director -\$700\$1200Orchestra Director \$700\$1200"	\$104,743 with FICA for Elementary \$77,508 with FICA for Middle	Counter Proposal: \$400 for Elementary Directors, cost = \$59,853 with FICA \$400 for Middle School Directors, cost =\$25,836 with FICA	Unresolved
		\$182,251 total with FICA	\$85,689 total with FICA	
23. Article 20, Salary Scales, page 37	<u>Change</u> : "A. Intramural Activities Middle school intramural sponsors will be compensated \$350 \$400 per activity as approved by the Superintendent/designee.	\$24,544 with FICA	Counter Proposal: \$375 per activity, cost = \$23,010 with FICA	Unresolved
24. Article 22 Insurance Protection, page 39	<u>Change</u> : B. Medical, Dental and Vision Insurance "The selection and removal of health, dental, and/or vision carriers and their respective plan(s) is at the Board's discretion, so long as the benefit levels remain the same , including those plans identified in the 84-85 Medical Dental Program."	Undeterminable	Reject	Unresolved
25. Article 24, General, page 47	<u>Change</u> : "F. Each member of the negotiating unit shall and the Association. F. "G. "Same-sex Domestic Partner" as used throughout"	NA	Reject	Unresolved
26. Article 24, General, page 47	Addition: "H. in the Intervening years, excluding Article 20 during each year of the multi-year contract each party may open any two articles for negotiations."	NA	Pending	Unresolved
27. Article 26, Duration, page 52	<u>Change</u> : "Unless otherwise provided herein, the provisions of Article 20 in this Agreement shall be effective as of July 1, 2013 2014 and shall continue in full force and effect through June 30, 2014 2019 ."	NA	Pending	Unresolved

Master Agreement Issue and Article	BOE Additions and/or Modifications	Cost Estimate	Status
1. Article 8, Promotional Vacancies, page 10	<u>Change</u> : "A. Announcements of Vacancies: Announcements of vacancies shall be posted on the faculty bulletin boards, published by online, via circular to the staff, and sent to the Howard County Education Association office. Announcements must be distributed Vacant positions shall be posted online to accept applications for at least fifteen (15) seven (7) calendar work days (exclusive of Board designated holidays)." before the closing dates for accepting applications."	NA	Unresolved
2. Article 13, Reimbursement, A, page 17	<u>Change</u> : "Teachers who may be required to use their own automobiles in the performance of their duties shall be reimbursed for all work-connected travel at the in accordance with IRS rate regulations and the HCPSS Employee Expense Reimbursement Manual. Teachers will be required to attend no more than three (3) countywide meetings per year without being reimbursed for mileage. Teachers who travel during the work day shall be reimbursed for all work-connected work-related travel at the approved rate per mile for all driving done between the arrival at the first location at the beginning of their work day and leaving from the last location at the end of their work day in excess of their normal daily commute to their home school/office."	NA	Unresolved
3. Article 13, Reimbursement, D, page 18	<u>Change</u> : "One hundred twenty five thousand dollars (\$125,000) shall be allocated to paying the expenses of teachers to attend approved professional meetings. These expenses of teachers shall include food, transportation, lodging, and other convention expenses. Reimbursements to teachers will be paid in accordance with the U.S. General Services Administration (GSA) per diem rates as detailed in the HCPSS Employee Expense Reimbursement Manual. The teacher will also receive salary during this time. These days shall not be deducted from sick or personal leave."	NA	Unresolved
4. Article 15, Sick and Bereavement Leave, E, page 21	<u>Change</u> : "Teachers who do not receive annual leave will be allowed to use up to fifteen days of sick leave for an illness in the immediate family or of a same-sex domestic partner."	Undeterminable	Unresolved
5. Article 16, Temporary Leaves of Absence, A, 3, page 22	<u>Change</u> : "Leave with no loss of pay for a maximum of fifteen (15) working days annually in any calendar year may be granted to teachers called into emergency temporary active duty of any federal or state military unit, provided such obligation cannot be fulfilled on days when school is not in session."	NA	Unresolved

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6. Article 18, Working Hours and Workload, G, page 28	<u>Change</u> : "Teachers may be required only to check (V) in at the beginning of each school day. Teachers will comply with school administration requirements regarding check-in, check-out, and notification if leaving the building during the day."	NA	Unresolved
7. Article 20, Salary Schedules, pages 30-33	Salary Scale Proposal: 0.5% COLA	\$1,841,928 with FICA	Unresolved
8. Article 20, Salary Schedules - Teachers, Notes, page 32 (7).	Delete: "Employees did not receive an increment for the 2009-2010 school year. If a double increment is negotiated for a given fiscal year, the first increment will be implemented by eliminating the 1st step on the current scale and renumbering all other steps; (i.e. Step 2 becomes the new Step 1, Step 3 becomes the new Step 2, etc.)	NA	Unresolved
9. Article 20, Salary Schedules, Notes, E, page 34	Delete:-"In FY14, provided that the Board of Education is able to fully fund an increment for teachers, the next priority within the compensation package will be further compression of the scale toward step 28."	NA	Unresolved
10. Article 20, Interscholastic Athletics Coaches/Advisors Stipends, FY 2014, page 35-36	Change to top of table: "REIMBURSEMENT STIPEND"	NA	Unresolved
11. Article 20, Salary Scales, Interscholastic Athletics Coaches'/Advisors' Stipends, page 36	Change:-American-National Technical Honor Society	NA	Unresolved

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12. Article 21, Deductions	Change: "B. Payroll deductions will be available at the request of the individual teacher for:	NA	Unresolved
from Salary, B, page 38			
	1. Credit Union		
	2. Educators' Financial Group		
	3. Fund for Children and Public Education		
	4. Help-A-Child Fund		
	5. Horace Mann Life Voluntary benefits		
	6. Hospitalization, Health, Major Medical		
	7. MD State Retirement and Pension System		
	8. Massachusetts Mutual Contingent Disability Income Protection		
	9. Short-Term Disability		
	10. Tax Sheltered Annuities in existence and utilized by unit members during the 1989-90 school year.		
	11.8. Additional ‡Tax sheltered annuities as established by the Board of Education based on criteria		
	developed by the Board of Education. It is understood the companies agree to cooperate with the Board in the collection procedures.		
	12. 9. Teacher Association Dues		
	13. 10. United Teacher Association Insurance		
	14. 11. United Way (Including Bright Minds Foundation)"		
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13. Article 22, Insurance Protection, B, page 39	Change: "Medical, Dental and Vision Insurance Beginning January 1, 2011, For teachers with a start date on or before June 30, 2011, the Board shall pay eighty-seven percent (87%) of the premium cost of a group medical plan for each teacher and covered eligible dependent(s).	NA	Unresolved
	For each full-time equivalent teacher enrolled under the 84-85 Dental Program (Current Dental Plan only), the Board shall pay ninety percent (90%) of the premium cost for individual dental coverage only. The teacher may elect to purchase dental coverage for eligible dependent(s).		
	For teachers 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 the teacher and eligible dependent(s). This revised BOE contribution will be effective July 1, 2011, or the teacher's eligibility date, whichever date occurs later.		
	The Board will offer teachers enrolled under the Variety of Insurance Program (VIP) dental and vision plan(s). Employees may elect to purchase dental and/or vision coverage for eligible dependent(s).		
	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 .		
14. Article 22, Insurance Protection, C, pages 39-40	Change: <u>"C. Variety of Insurance Program (VIP)</u> Medical, Dental, and Vision Program 1. <u>Teacher Election of Variety of Insurance Programs (VIP)</u> Benefits a. Each year during open enrollment as established by the Board, each teacher will be required to make an election between regarding participating in the VIP program benefits or continuing his/her participation in the 1984-85 health insurance arrangement.	NA	Unresolved
	Teachers hired after July 1, 1993, may not select the "Traditional Medical Plan." b. This election will be irrevocable for the Plan Year.		
	c. Once a teacher elects to participate in the VIP Program, he/she will not be allowed to participate in the prior insurance arrangement.		
	d. All new and/or rehired teachers 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.		
	e. The 1984-85 insurance arrangement is as follows:		

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	(1) Teachers electing to remain in the 1984-85 medical coverage plan will be required to contribute 13%		
	of the individual and dependent premiums.		
	Teachers 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.		
	(2) All teacher contributions will remain on an after-tax basis.		
	(3) Cost containment measures.		
	f. The third party administrator will determine the usual and customary charges twice a year by using the		
	average charges for the service area where the services were performed.		
	2. <u>Teacher Selection of Optional Benefits under the VIP Program</u>		
	a. If a teacher elects to participate or becomes eligible to participate in the VIP Programbenefits, he/she must select among the optional benefits offered as part of the VIP Program. These optional benefits include		
	c. Each open enrollment period as established by the Board, teachers electing or eligible to participate in the VIP Program will be given the opportunity to change the benefits they have selected. Each year teachers will be informed of any changes in the VIP Program benefits offered. This will give each teacher the chance to review and compare various benefit alternatives in order to make the proper selection during the open enrollment period.		
	 e. Each insured benefit option (Medical, Vision, and Dental Plans) will have a "price tag" or cost to a teacher if that particular benefit is selected. Benefit credits may be used to purchase or pay the price of each insured's benefit selected. Amounts contributed to the Dependent Care Account or Health Care Spending Account are optional with teachers choosing to contribute any amount within the plan limits. Teachers may, however, purchase benefits whose total price tags exceed their benefit credits. In this case, the teacher must make up the difference through teacher contributions. All contributions to the VIP Program for benefits will be on a pretax basis. j. Teachers hired during the Plan Year will make their selection in advance of becoming eligible for VIP 		
	Program benefits. This election will be in effect for the remainder of the Plan Year (except for a qualified life status change creating a special enrollment period for individuals who did not enroll in a group health"		

Master Agreement Issue and Article	BOE Additions and/or Modifications	Cost Estimate	Status
15. Article 22, Insurance Protection, D, pages 42-43	Deletion of table:-D. Comparison of VIP Medical Plan	NA	Unresolved
16. Article 22, Insurance Protection, page 44	Deletion of table: E. Comparison of Dental Benefits	NA	Unresolved
17. Article 22, Insurance Protection, page 45.	Deletion of table: F. Vision Program	NA	Unresolved
18. Article 23, Sick Leave Bank, G, page 46	Change: A three four-member approval committee, comprised of three members appointed by the president of the Association, and one member appointed by the Superintendent, shall have the responsibility of receiving requests, verifying the validity of requests, recommending approval or denial of the requests, and communicating its decision to the teacher and the Superintendent/designee. The committee Association shall develop its rules of procedure and shall give wide distribution to said rules upon approval of the Board of Directors of the Association and submit them to the Superintendent for approval. Approved procedures shall be posted on the HCPSS website annually no later than October 1."	NA	Unresolved
19. Article 23, Sick Leave Bank, K, page 46	Addition: "K. The Association shall provide the Superintendent with an annual Sick Bank Report by August 31 of each year detailing the beginning balance of the sick bank, additions to the sick bank, deductions from the sick bank, and ending balance of the sick bank as of June 30 each year.L. Upon Board or Superintendent request, the Association will provide access to its sick bank records to the Board or Superintendent/Designee."	NA	Unresolved
20. Article 24, General, F, page 47	Change: "F. "Same-sex Domestic Partner" as used throughout this Agreement means an individual approved by the Board to receive Domestic Partner Benefits under criteria established by the Board. Domestic Partner Benefits and coverages cannot begin until Same-sex Domestic Partner status is approved by the Board, and will be provided as permitted by law." "G. All references to same-sex domestic partner benefits throughout this Master Agreement will be modified and/or deleted upon any change in law or applicable regulation(s) making this type of benefit illegal or on January 1, 2015, whichever comes sooner."	NA	Unresolved