



## **MASTER AGREEMENT**

*Between the*

**BOARD OF EDUCATION OF HOWARD COUNTY**

*and the*

**HOWARD COUNTY EDUCATION ASSOCIATION  
EDUCATIONAL SUPPORT PROFESSIONALS**

**July 1, 2010 – June 30, 2013**

**This is a Three-Year Agreement**

**Print Date: July 2010**

**HOWARD COUNTY EDUCATION ASSOCIATION  
EDUCATIONAL SUPPORT PROFESSIONALS**

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**ARTICLE 1**  
**RECOGNITION**

- 1.1 Pursuant to and in conformity with Title 6, Subtitle 5, of the Education Article of the Annotated Code of Maryland, the Board recognizes the Association as the sole and exclusive bargaining agent for all employees within the unit defined herein.
- 1.2 Bargaining Unit - The bargaining unit shall include all non-certificated, non-supervisory personnel eligible for inclusion employed 700 hours per year except the following:
- Employees employed between 650-700 hours per year shall be eligible members of the bargaining unit only if they are employed in a job sharing capacity.
- 1.3 Food and Nutrition Service Assistants employed 500 hours or more per year shall be eligible for inclusion into the HCEA-ESP Bargaining Unit.
- 1.4 Confidential Employees
- A. Confidential employees shall be those designated by the Board after negotiation with applicable employee organizations pursuant to Section 6-501 et seq. of the Education Article of the Annotated Code of Maryland.
- B. The Superintendent/designee will provide written notice to any employee designated as confidential within ten (10) days of being so designated.
- 1.5 Definitions
- A. Employee - Unless otherwise indicated, the term "employee(s)" shall refer to all members of the bargaining unit.
- B. Temporary Employees - Any employee hired for a period of not more than three consecutive months to fill a temporary job or for any period of time to replace an employee on approved leave. Temporary employees are not eligible to be members of the bargaining unit.
- C. Paraeducator - Unless otherwise indicated, the term "paraeducator" refers to those bargaining unit members providing instructional support to students, including instructional, special education, media, science, BSAP, and ESOL assistants, through the end of the 2007-2010 agreement.
- D. Paraprofessional – Unless otherwise indicated, the term "paraprofessional" shall refer to all members of the bargaining unit.
- E. Seniority - Seniority shall be defined as continuous length of service in the Howard County Public School System.
1. Calculation - For a full-time employee, seniority shall be calculated from the date that the employee first reported to work. Seniority rights shall become

effective following completion of the probationary period of 120 work days, retroactive to the first date of employment. For part-time employees excluded from the bargaining unit who become full-time employees as defined in this Agreement, seniority shall be retroactive to the first day of part-time employment.

2. Interruption in Service - Approved leaves of absences will neither count toward years of service for seniority purposes, nor be considered a break in service.
  3. Termination of Rights - An employee shall lose seniority rights if he/she resigns, except that persons returning to employment within 12 months shall have all of their accumulated sick leave restored. Persons returning to employment between 12 and 24 months shall have 50% of their accumulated sick leave restored.
- F. Non-certificated - Employees whose positions do not require as a qualification a professional certificate as defined by Maryland State Department of Education (MSDE) regulations.
- G. Non-supervisory - Employees who do not direct the work of others.
- H. Probationary employee - An employee who has worked less than 120 days from the first day of employment.
- 1.6 All newly created job titles eligible for inclusion into the Howard County Education Association Educational Support Professional unit shall be designated for inclusion in said unit.
- 1.7 It is recognized that the Board of Education may contract out work. However, the Board of Education will notify HCEA prior to contracting out work that will result in the loss of jobs for bargaining unit members. Additionally, the Board of Education will encourage the private contractor to hire displaced employees.

## **ARTICLE 2 GRIEVANCE PROCEDURE**

### 2.1 Definitions

- A. Grievant - An employee or group of employees or the Association filing a grievance.
- B. Grievance - A written statement by a grievant that a dispute or disagreement exists involving the express provisions of the terms of this Agreement that relate to salaries, wages, hours, and other working conditions.
- C. Employer - The Board of Education or its administrative officers.

- D. Weekday - For 10-month employees, weekday means the day of the week other than Saturdays, Sundays, holidays, or any other day noted in the school calendar when schools are closed for students, or when schools are closed for emergencies and/or inclement weather.

For 12-month employees, weekday includes all scheduled workdays other than Saturdays, Sundays, holidays, or any day when schools and/or offices are closed for emergencies and/or inclement weather.

## 2.2 Procedures

- A. It is most desirable for an employee and his/her immediate supervisor to resolve the dispute through informal communications. In the event that informal communications fail to resolve the dispute, the employee may file a grievance or the Association may file a grievance on behalf of the employee(s).
- B. The employee or Association must submit a written statement regarding the alleged grievance to the employee's immediate supervisor within eighteen (18) week days following the date of the occurrence (of alleged grievance).

The employee or Association's written grievance must include at least the following:

- Name (and signature) of the grievant(s)
- Job assignment(s) and location(s)
- Description of grievance and the facts involved, including relevant dates
- Reference to the express provision(s) of this Agreement
- Remedy sought

- C. A grievance shall be presented in the following steps:
1. Step I - Between the Grievant and his/her representative, and/or the Association, at the request of the grievant, and the employee's immediate supervisor and/or his/her designated representative. The immediate supervisor shall schedule a meeting with the employee within seven (7) week days after receiving the written statement from the employee. The immediate supervisor shall respond to the employee in writing within eight (8) week days as to his/her disposition of the grievance. In the event that the grievant is not satisfied with the supervisor's response, he/she may appeal to Step II.
  2. Step II - Between the Grievant and the Superintendent's designee. Within eight (8) week days of the receipt of the supervisor's response (Step I), the employee may appeal the immediate supervisor's decision to the Superintendent's designee. The appeal must be in writing. The Superintendent's designee shall arrange for a meeting with the employee within ten (10) week days after receipt of the written appeal. The immediate supervisor may be present at a Step II hearing at the discretion of the Superintendent/designee.

The Superintendent designee shall provide a written decision pursuant to the grievance within seven (7) week days after completion of the meeting.

3. Step III - Submitted to Arbitration - In the event that the employee and the Association are not satisfied with the decision at Step II, the grievance may be submitted to arbitration under the Voluntary Labor Arbitration Rules of the American Arbitration Association within 40 calendar days from the date the decision at Step II was forwarded via certified mail. Grievances filed by the Association are not subject to binding arbitration. The arbitrator's decision shall be final and binding on all the parties.

The jurisdiction and authority of the arbitrator and any opinion of award shall be confined to the express provisions of this Agreement at issue between the Association and the Board. The arbitrator shall not add to, alter from, amend, or modify any provision/s of this Agreement. The costs of the aforementioned arbitration shall be equally divided between the Association and the Board.

- 2.3 Failure at any step of this procedure to communicate the decision on a grievance within the specified time limits shall permit the aggrieved party to proceed to the next step.
- 2.4 Meeting - Grievance meetings and hearings will be scheduled to commence at 10:00 a.m., when no more than two employees of the Board of Education of Howard County (including the Grievant and/or Grievants) are required by the Association to testify. In any case in which the Association will require the attendance of more than two employees, the meeting will be scheduled to commence at 4:00 p.m. If the parties mutually agree, the meeting may commence at an earlier or later time.
- 2.5 Records - A record of a grievance shall not be included in any employee's personnel file.
- 2.6 Association Representation - All employees shall have the right of Association representation at each step of the grievance procedure. Copies of employer decisions given at any step of the grievance procedure in any grievance whatsoever shall be given to the Association.
- 2.7 No Reprisals - No reprisals shall be invoked against any employee for processing a grievance or participating in any way in the grievance procedure.

### **ARTICLE 3 ASSOCIATION RIGHTS**

- 3.1 No Reprisals - No reprisals shall be taken against any employee who exercises his/her rights under this Agreement.
- 3.2 Bulletin Boards - The Board will provide one (1) bulletin board with unobstructed access at each school in an appropriate location.

- 3.3 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.
- 3.4 Association Meetings - The Association shall have the right to use school facilities for meetings at reasonable times and upon meeting all appropriate application and utilization procedures established by the Community Services Office.
- 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 the determination regarding interference.
- 3.6 Information to the Association - The Board shall provide the Association, upon request, available information developed by the school system which is reasonably necessary to represent employees in negotiations and grievances. Such information shall not be unreasonably withheld.
- 3.7 Board Meetings - The Association will be mailed a copy of the Board meeting agenda prior to the meetings. A copy of approved Board minutes will be mailed to the Association promptly following such meetings.
- 3.8 Dues Deduction - The Board agrees to deduct from the pay of each employee covered by this Agreement all Association dues as said employee individually and voluntarily authorizes to be deducted through an appropriate written authorization form prepared by the Association. An employee's written authorization shall be irrevocable for a period of one (1) year and shall renew itself thereafter, from year to year, subject each year to revocation in writing during the period from August 15 to September 15 inclusive. The deductions shall be made in twenty (20) equal installments, beginning with the last pay in September or the first pay in October. The list of names and dollar amounts of those Association members who authorize or revoke deductions shall be presented to the finance department at least ten (10) calendar days prior to the first pay date for employees.
- 3.9 Exclusivity - Pursuant to appropriate laws, the rights and/or privileges granted to the Association in these procedures will not be granted to any other employee organization seeking to represent members of the unit.

- 3.10 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.
- 3.11 Notices - The Association shall receive notices of all unit position vacancies via distribution of approved circulars.
- 3.12 The Association shall receive copies of all policies and all circulars, including those that affect wages, hours, or working conditions of employees.
- 3.13 Orientation - The Association shall be allowed to distribute materials to new employees through the Department 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 Growth. When feasible, the Association shall be permitted to present information to Nurses at their annual orientation.
- 3.14 The Association will be provided the names of new and retiring ESP unit members.
- 3.15 No employee will be prevented from wearing pins or other identification of Association membership.

**ARTICLE 4  
EMPLOYEE RIGHTS**

- 4.1 No employee will be discharged without cause. This shall not apply to the discharge of a probationary employee.
- 4.2 Personal Life - The personal life of an employee shall be the concern of and warrant the attention of the Board only as it may prevent the employee from properly performing his or her assigned duties or for any conduct or for any activity that may be inconsistent with Howard County Board of Education administrative policies and procedures.
- 4.3 Freedom of Association - Participation in any religious, political, or lawful Association activity shall not be grounds for any discrimination or disciplinary action.
- 4.4 Personnel Files - Individual personnel files located at the Board office shall be maintained in accordance with the following procedures:
  - A. No material related to an employee's conduct, service, character, or personality shall be placed in the file unless it is signed by the person submitting the information. The employee shall be given the opportunity to acknowledge that he/she has read such material by affixing his/her signature on the actual copy to be filed, with the understanding that such signature merely signifies that he/she has read the material to be filed and does not necessarily indicate agreement with its contents.



- B. The employee shall have the right to answer any material filed, and his/her answer shall be attached to the file copy.
  - C. An employee shall be permitted to examine his/her file, except for employment references, at all reasonable times by appointment. The employee shall also be provided with an opportunity to review any additional documents to be relied on in any grievance procedure.
  - D. An employee's file shall be open to inspection only by those persons whose official responsibilities require such inspection.
  - E. The official personnel file for each employee shall be located in the Department of Human Resources.
- 4.5 Any work-related complaints regarding an employee should be communicated to the employee, investigated, and the results of the investigation, if any, made known to the employee as soon as possible.
- 4.6 When a meeting with an employee is being called for the purpose of suspension, demotion, or discharge, the employee shall be advised of his/her right of representation prior to the beginning of any such conference or meeting.

**ARTICLE 5  
PERSONNEL EMPLOYMENT**

- 5.1 Voluntary Transfer Procedures – Paraeducators, health assistants, security assistants, and student assistants who voluntarily desire to transfer to another building or department for the following school year shall notify their immediate supervisor in writing and the Human Resources office and/or each school, as appropriate, of such request between December 1 and April 1 of the current school year. The request shall include the name of the location associated with the request.
- A. The substantive determination of requests for voluntary transfers is within the exclusive province of the Superintendent of Schools and, as such, is not negotiable or subject to the grievance procedure. However, if the Superintendent determines that more than one employee is equally qualified for the position, the order for filling the vacancy shall be based on seniority.
  - B. Upon receipt of the transfer forms in the Health Services office, Nurses will be informed of receipt of the transfer request.

- C. Recommendations for voluntary transfers for paraeducators, health assistants, security assistants, and student assistants for the ensuing year will not be accepted and/or processed after August 1. With the approval of the releasing principal, this date can be waived until August 15 if the request does not cause a hardship on the educational program. An employee must accept the voluntary transfer after June 1 unless the request is withdrawn prior to June 1. Assistants who accept voluntary transfers on or between August 1 and August 15 will not be released until a replacement is found for the transferring assistant.
  - D. A paraeducator, health assistant, security assistant, or student assistant may voluntarily transfer after October 1 during the school year provided the pending and receiving principals agree with the transfer and there is no disruption of the educational program as determined by the respective school principal. Paraeducators will not be released until a replacement is found for the transferring assistant.
  - E. Secretarial, clerical, nurses, food and nutrition service assistants and central office technical personnel may apply for a voluntary transfer anytime during the school year when an appropriate position is available; criteria in (5.1) above shall apply.
  - 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 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 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 remain at that school.
- 5.2 Involuntary Transfer Procedures - An employee will be involuntarily transferred when the number of unit positions or job classifications at 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.
- A. Before an employee is involuntarily transferred, volunteers from among those affected by the need for transfer will be given first consideration for transfer.
  - 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.

- C. The substantive determination of persons to be retained at the work site, department, or within the school system is within the exclusive authority of the Superintendent of Schools and, as such, is not subject to negotiation or to the grievance procedure. However, the order of transfer among those not selected for retention, who are therefore eligible to be involuntarily transferred, shall be based on seniority.
  - D. The substantive determination concerning placement of persons involuntarily transferred is within the exclusive authority of the Superintendent of Schools and, as such, is not subject to negotiation or to the grievance procedure. However, if the Superintendent determines that more than one employee is equally qualified for placement, based on his/her assessment, then the order of placement shall be based on seniority. All employees identified as involuntarily transferred shall be contacted by the Superintendent/designee.
- 5.3 Reinstatement (Involuntary Transfers) - If an employee is involuntarily transferred, the employee shall have the right of first refusal to return to that position if the same position is restored within the school year or by October 15 of the current school year if said transfer occurred at the end of the previous school year.
- 5.4 Promotions - Vacancies shall be advertised in writing and made available by a recorded announcement through the Human Resources office. 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.
- 5.5 Reductions in Force - A layoff is any fiscal, enrollment, or administrative related action resulting in the system loss of personnel/positions within the unit.
- A. Notice - In case the Board of Education must implement a layoff, resulting in the loss of employment of unit members within the school system, due to any budget, administrative, and/or enrollment or food service participation related action, notice must be given to the employee and to the Association within 15 days of final action of the Board or fiscal authority as appropriate or June 30. The employee and the Association shall be provided with at least 20 days advance notice of the effective date for any reductions in force after July 1.
  - B. In the event it becomes necessary to layoff employees, the layoff order shall be as follows:
    1. Temporary employees within the grade/classification.
    2. Probationary employees within the grade/classification. Probationary employees in this context do not include those employees who are serving a new re-evaluation period due to promotion or transfer.
    3. Non-probationary employees within the grade/classification.
  - C. Within each of the categories identified in B, the Superintendent shall consider only the following:

1. Work-related performance
2. Area of competence, education, and experience required
3. Length of service in the Howard County Public School System shall be considered, but shall not be determinative
4. Needs of the respective school and/or school system
5. Other relevant factors regarding the programs/services or those factors as determined by the Superintendent/designee

The presence of these provisions in B and C shall not be considered an admission of negotiability regarding such items.

- D. Recall - Employees on layoff shall be recalled in the inverse order of layoff. New employees will not be hired while there are qualified employees on layoff.
- E. Recall Notice - An employee on layoff shall be notified of recall by telephone and/or letter sent to the last address on record. An employee who fails to respond to such notification within seven (7) week days or to report to work within ten (10) week days shall forfeit recall and seniority rights provided the position to be filled is of equal pay status to that from which the employee is laid off. At the end of the one year the employee shall notify the Superintendent/designee if he/she desires to remain on the recall list for the second year. An employee may not remain on the list beyond the second year.
- F. Benefit Continuation - An employee on layoff shall be afforded the opportunity to continue health insurance benefits by paying the full cost thereof to the Board quarterly in advance. Retirement continuation shall be consistent with state regulations and laws.
- 5.6 Placement on the salary schedule – All first time hires will be awarded credit for related work experience as identified in the job posting as acceptable experience up to a maximum of the mid-point on the appropriate salary scale. To qualify, the experience must be continuous experience ending no more than four years prior to the hire date.
- Hires with previous Howard County Public School System experience will be given unlimited year-for-year credit for Howard County Public School System experience if returning within four years of the previous departure from HCPSS.
- 5.7 Effective July 1, 2005, all new hires must either authorize direct deposit of pay or obtain a money card.
- 5.8 Employees hired on or after April 1 shall not be eligible for a step increase in the subsequent fiscal year.

## **ARTICLE 6 EVALUATION**

- 6.1 Purpose - The parties agree that the primary purposes of the evaluation process are to assess performance and to identify and improve employee performance by utilizing assessment procedures coupled with recommendations for improvement.
- 6.2 All evaluation procedures shall be communicated to employees, administrators, and supervisors between September 1 and December 1 of each school year. All employees shall be evaluated in accordance with the policies, regulations, procedures, and administrative directives of the Board and/or Superintendent/designee.
- 6.3 Within five (5) work days of the completion of the employee's evaluation, a copy of the evaluation shall be provided to the employee. A conference will be held with the employee. Ten-month employees shall have up to three (3) work days before the end of the school year to respond to the evaluation. Twelve-month employees shall have up to three (3) work days before the end of the fiscal year to respond to the evaluation.
- 6.4 Comments - The employee shall have the right to attach any comments he/she wants to attach to the evaluation materials.
- 6.5 Observations
  - A. Any observation of the employee's work performance shall be conducted openly and with full knowledge of the employee.
  - B. Any observation of the employee that may be used for evaluation purposes shall be in writing and a copy given to the employee. If requested by the employee, a post-observation conference shall be held within five (5) duty days of any formal observation.
- 6.6 Performance - Any employee whose performance is less than satisfactory shall be informed in writing. At least one conference identifying areas of unsatisfactory performance shall be held with the employee at least 30 calendar days prior to the year-end evaluation. For any observation less than satisfactory, the evaluator shall provide written suggestions for improvement.

## **ARTICLE 7 LEAVES**

### 7.1 Sick Leave

- A. Rate - Employees shall earn one (1) day per month of paid sick leave, the annual total of which shall be available at the beginning of the first duty day of the work or school year. Employees who vacate their position and who have used more sick leave than earned shall be required to reimburse the Board and/or have their pay adjusted for the appropriate amount of days.
- B. Accumulation - Unused sick leave shall accumulate from year to year without limit.
- C. Up to ten (10) days of sick leave may be used for illness in the immediate family which also includes same-sex domestic partners.
- D. Salaried employees must use sick leave in one-half or full day increments. Hourly employees must use sick leave in increments of one hour or more, in whole hour increments, rather than half or full day increments.

### 7.2 Personal Leave

- A. Two (2) days of paid personal leave per year shall be provided to each employee.
- B. Accumulation - Unused personal leave shall be allowed to be accumulated, up to a maximum of five (5) days, with no more than four (4) days to be used consecutively. Any personal leave accumulated beyond five (5) shall be converted to sick leave.
- C. Notice - The employee will notify his/her supervisor twenty-four (24) hours in advance of his/her absence except in cases of emergency. Employees shall not be required to give reasons.
- D. Personal leave may not be taken on the day preceding or following a holiday or vacation except upon approval of the Superintendent's designee.
- E. Salaried employees must take personal leave in one-half or full day increments. Hourly employees must take personal leave in increments of one hour or more, in whole hour increments, rather than in half or full day increments.
- F. An employee on probation shall earn personal leave, but must complete the probationary period to be eligible to use personal leave.

7.3 Bereavement Leave - 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. 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 day of the allowable bereavement leave may be used within 90 days of the relative's death to attend a memorial service.

7.4 Annual Leave:

A. Paid annual leave shall be earned by 12-month employees based on the following schedule:

Length of Service/Years	Number of Annual Leave Days
1	10
2	13
3-6	16
7-9	17
10+	20

B. Paid annual leave shall be earned by 12-month employees on a monthly basis according to the following schedule:

**Monthly Leave Days - Annually**

	<b>10</b>	<b>13</b>	<b>16</b>	<b>17</b>	<b>20</b>
July	0.5	1.0	1.5	1.5	1.5
August	1.0	1.0	1.0	1.5	2.0
September	1.0	1.0	1.5	1.5	1.5
October	0.5	1.0	1.0	1.0	1.5
November	1.0	1.0	1.5	1.5	2.0
December	1.0	1.5	1.5	1.5	1.5
January	0.5	1.0	1.5	1.5	1.5
February	1.0	1.0	1.0	1.0	2.0
March	1.0	1.0	1.5	1.5	1.5
April	0.5	1.0	1.0	1.5	1.5
May	1.0	1.0	1.5	1.5	2.0
June	1.0	1.5	1.5	1.5	1.5

(Note: Any 12-month Nurses hired before July 1, 1994 shall be eligible for 20 days of annual leave.)

- C. An employee on probation shall earn annual leave but must complete the required probationary period before being eligible to use annual leave.
- D. Annual leave must be requested at least 24 hours in advance on the form prescribed by the Board. The 24 hour notification may be waived in emergency situations.
- E. Salaried employees must request and use annual leave in no less than 1/2 day increments, except with the approval of the immediate supervisor and in emergency situations.

Hourly employees must request and use annual leave use in increments of one hour or more, in whole hour increments, rather than half or full day increments.

- F. The immediate supervisor shall inform the employee of the disposition of any leave request in a timely manner.
- G. On June 30 of each year employees shall be allowed to have accrued up to two (2) times the number of annual leave days allotted. Upon termination of employment, an employee shall be paid for any unused annual leave not to exceed the aforementioned limit. Accumulated annual leave that exceeds the carryover limit will be converted to sick leave.

#### 7.5 Association and Convention Leave

- A. 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. The total of thirty-five (35) days shall also include leave for convention attendance under the following provisions:
  1. On duty days when schools are closed for students, employees may attend the Maryland State Teachers' Association Convention without loss of pay provided that approval is granted by Superintendent/designee.
  2. When schools are open for students, up to ten (10) employees designated by the Association may attend the Maryland State Education Association Convention for one (1) day without loss of pay.
  3. Up to 20 additional days will be provided for employees who are elected to the position of MSEA delegate. The Association shall provide the Superintendent/designee with the names of the delegates.

- 7.6 Child Rearing Leave - Child rearing leave may be granted for a period not to exceed three (3) years starting within one year of the date of birth or adoption of the employee's child. The employee must apply on the prescribed form to the Superintendent's designee. The application shall contain the requested date for commencement of the leave.



- A. Nonprobationary Employees - Child rearing leave shall be limited to nonprobationary Association employees.
- B. Return from leave - The employee shall inform the Superintendent's designee, in writing, thirty (30) days prior to the time the employee wishes to return from child rearing leave or thirty (30) days prior to the expiration of the child rearing leave.
- C. Assignment after leave - Employees returning from child rearing leave shall be assigned before new persons are hired. If assigned to an equal position, the employee will be placed on the salary step and grade achieved at the time of departure. If the employee returns to a different position, the employee will be reinstated at the appropriate grade and step for which the employee is qualified.

#### 7.7 Legal Proceedings

- A. An employee shall be granted leave with no loss of pay for attendance in any legal proceedings connected with his/her employment with the school system and for court subpoena when the employee is called as a witness, provided such appearances are not related to any suit or litigation brought by the employee against the Board or its employees or criminal charges brought against the employee.
- B. Any employee called for jury duty shall notify his/her supervisor of his/her plan for such services as early as possible and shall receive full pay and fringe benefits in addition to the remuneration for jury duty. The employee may be required to submit a certificate of attendance.

#### 7.8 Military Leave

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 by proper authority, not to exceed fifteen (15) working days in any fiscal year without loss of pay for the days included in such leave.

#### 7.9 Professional Leave Without Pay

Employees shall be eligible for leave without pay for professional improvement training upon approval of the Superintendent/ designee. Employees returning from leave under this section shall be assigned before new persons are hired.

#### 7.10 Benefit Continuation

Employees taking an unpaid/approved leave of absence shall be afforded the opportunity to continue health insurance benefits by paying the full cost thereof to the Board quarterly in advance. Retirement continuation shall be consistent with State regulations and laws.

## 7.11 General Leave

The Superintendent/designee may grant leave without pay for up to two (2) years for unusual or imperative reasons. Employees returning from leave under this section shall be assigned before new persons are hired. Employees must have completed the required probationary period to be eligible for general leave. Applications for general leave shall be treated in a confidential manner. Other benefits to which the employee was entitled at the time of his/her leave of absence commenced, including unused accumulated sick leave, will be restored to him/her upon his/her return.

- 7.12 A. All requests for extended leaves of absence, extensions, or renewals of such leaves will be made in writing; the Superintendent/designee will make a written response to all such requests.
- B. Professional leave without pay and general leave shall be planned to commence and terminate at the beginning of the fall semester. Said leaves shall be requested no later than July 15.
- 7.13 Nothing contained herein shall prevent an employee on leave without pay from being a substitute in the Howard County Public School System while on such leave.
- 7.14 An employee whose leave expires must notify the Office of Human Resources by March 1 regarding their intention to return from expired leave. Failure to do so will be construed as a lack of interest in employment.
- 7.15 The Board agrees that up to one (1) non-probationary unit member designated by the Association will, upon request, be granted a leave or absence without pay or other benefits for a minimum of one (1) year for the purpose of engaging in Association (local, state, or national) activities. In addition, a non-probationary employee elected as an MSEA or NEA officer will, upon request by HCEA, be granted a leave without pay or other benefits for the year(s) the employee is President.
- A. An individual elected to serve as President of the Howard County Education Association shall become or remain a full-time employee of the Howard County Public School System and shall be granted leave status for the period of his/her term. For individuals who are part-time prior to being elected president, there is no guarantee of a return to a part-time position once the term expires.
- B. During his/her term, the President of HCEA shall be placed on the twelve month Central Office Technical salary scale, Grade 26, Step 23.
- C. The salary and fringe benefits for the HCEA President will be paid by the Howard County Public School System and reimbursement will be made to HCPSS by HCEA.

- D. Upon completion of his/her term(s) the HCEA President will return to his/her original position or a similar position and salary, 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, subject to the terms of the Master Agreement.
- 7.16 A leave of absence without pay of up to two (2) years may be granted to any employee who serves successfully in the Peace Corps or VISTA.

**ARTICLE 8  
WORKERS' COMPENSATION LEAVE**

- 8.1 Whenever an employee is absent from work as a result of personal injury occurring in the course of his/her employment, he/she will be paid his/her full salary for a compensable injury for a period not to exceed 90 work days and with no loss of fringe benefits, and no part of such absence will be charged to his/her accumulated personal, annual or accumulated sick leave. Any worker's compensation payment made for temporary disability due to said injury and applicable to the aforementioned 90 work-day period shall be endorsed over to the department.

If the employee is continued on temporary total disability from Workers' Compensation beyond the 90 work-day period, the following options shall be available to him/her:

- A. The employee may elect to use his/her earned leave or sick leave, during which period(s) he/she shall receive his/her regular salary, plus any amount paid as temporary disability under Workers' Compensation Law.
- B. The employee may apply for General Leave under Article 7 of this Agreement without affecting any benefits which may be due under the Workers' Compensation Law.
- C. The Board will reimburse the employee for the cost of medical, surgical, or hospital services (as covered under workers' compensation insurance) incurred as the result of any compensable injury sustained in the course of his/her employment.

**ARTICLE 9  
PROTECTION OF MEMBERS**

- 9.1 Any physical and/or verbal assault upon an employee by a student, including special education students, shall be investigated by the school administrator and/or Superintendent/designee. The employee shall be informed of the results of the investigation to the extent provided for by statute.

- A. Any physical assault made upon an employee by a student shall result in suspension of said student based on an investigation of the incident conducted by the school administrator. Special education students are exempt from this provision.
  - B. The employee may request a conference with the school administrator and/or Superintendent/designee to discuss such an incident and/or the corrective action taken.
- 9.2 Damage to the personal property of any employee involved in a physical assault by a student shall be reimbursed by the Board for damages up to a reimbursement level established by the Superintendent/designee. The reimbursement will be provided only if not provided by the employee's insurance or other sources of restitution.
- 9.3 Health Room Control (For Nurses only) - Any RN threatened with physical abuse or abused in connection with his/her employment shall immediately report the incident in writing to his/her school administrator and/or Superintendent/designee. Incidents involving verbal abuse shall be reported in a similar manner. The RN may request a conference with the Superintendent/designee to discuss any incidents or the corrective action taken.
- 9.4 In the event of bomb threats against school system property, employees will not be asked to search for bombs.

## **ARTICLE 10 EMERGENCY CLOSINGS**

- 10.1 In the event that central office and schools are closed for an emergency reason by the Superintendent, employees shall not be required to report to work. No leave of any type shall be reduced to cover such employee absence, nor shall any loss of pay or benefits be incurred. If employees are requested to work on such days for emergency reasons, they shall be paid time and a half for all hours worked. Ten-month assistants and Nurses shall not be required to report to school when schools are closed for inclement weather.
- 10.2 If schools are closed for students, but a determination is made to open the central office and school offices, all 12-month employees may report to work up to ninety (90) minutes later than their regular starting time or exercise liberal leave. Liberal leave is the employee's use of existing personal or annual leave. Ten and eleven-month employees will not report to work, except for emergency personnel.
- 10.3 On days of early school closings, school-based employees, including Nurses and student assistants, may be dismissed 30 minutes after the students' dismissal time. The building administrator may extend the dismissal time under extenuating circumstances. Nonschool-based employees shall be dismissed 30 minutes after the dismissal time of the latest school. School-based interpreters may be dismissed at the student's dismissal time.

#### 10.4 Delayed Openings

- A. On delayed openings, 10-month school-based secretaries, clerks, paraeducators, health assistants, security assistants, 10/11/12 month nurses, and interpreters may report twenty minutes before the scheduled student starting time on said day.
- B. Twelve-month school-based secretaries may report one hour past their normal reporting time for a one-hour delay. For a two-hour delay, 12-month school-based secretaries may report two hours later than their normal reporting time.
- C. Central office technical and central office secretaries may report one hour late when there is a one-hour or a two-hour delay.
- D. On delayed openings, the reporting time for Food and Nutrition Service Assistants remains the same within safety limits.

10.5 The above provisions (10.4) are only to be applied to weather related circumstances.

### **ARTICLE 11 WORKING HOURS AND WORKING CONDITIONS**

#### 11.1 Duty Year

- A. The duty year for 10-month paraeducators and health assistants shall not exceed 192 work days per year plus paid holidays.
- B. The duty year for 10-month secretaries and clerks shall be two hundred ten (210) work days, including paid holidays.
- C. The duty year for 12-month employees shall be equivalent to the number of weekdays in the fiscal year, including paid holidays.
- D. The duty year for student assistants shall be 184 workdays including two (2) days of paid training prior to the school year plus paid holidays.
- E. The duty year for nurses shall be the following:
  - All ten (10) month nurses - 192 days plus paid holidays
  - All eleven (11) month nurses - 210 days plus paid holidays
  - All twelve (12) month nurses - shall be the equivalent to the number of weekdays in the fiscal year, including paid holidays
  - The work year may be adjusted based on administrative directives and decisions of the Superintendent/designee.
- F. The duty year for interpreters shall be one hundred and eighty-two (182) work days plus paid holidays.

- G. The duty year for central office technical employees shall be:
- All ten (10) month central office technical employees - 190 days
  - All eleven (11) month central office technical employees - 210 days
  - All twelve (12) month central office technical employees - shall be the equivalent to the number of weekdays in the fiscal year, including paid holidays
  - The work year may be adjusted based on administrative directives and decisions of the Superintendent/designee.
- H. 1. The duty year for 10-month registrars shall be two hundred and ten (210) work days including paid holidays.
2. The duty year for 11-month registrars shall be two hundred and thirty (230) work days including paid holidays.
- I. The work day and duty year for Food and Nutrition Service Assistants will be established by the Superintendent/designee prior to the beginning of each school year. This schedule will constitute a minimum of hours to be worked by each employee that year and shall not be reduced without mutual agreement of the employee and his/her manager. This will not preclude the ability of each employee to work more than the minimum agreed upon hours each day/year as determined by management.
- J. The duty year for security assistants shall not exceed 192 work days per year plus paid holidays.

## 11.2 Duty Day

- A. Paraeducators will work a 7-1/2 hour day which includes a 30-minute unpaid duty-free lunch period. The Board will make every effort to assign non-instructional duties to assistants on an equitable basis.
- B. Secretarial/clerical personnel will work the following hours based on assignment:
- 7-1/2 hours a day which includes a 30 minute unpaid lunch period
  - 8 hours a day which includes a 60 minute unpaid lunch period
  - 8-1/2 hours a day which includes a 30 minute unpaid lunch period
  - 9 hours a day which includes a 60 minute unpaid lunch period
- C. All school-based principals' secretaries will work an 8-1/2 hour day which includes a 30-minute unpaid lunch period.
- D. Elementary student assistants will work 6-1/2 hours per day which includes a 30-minute unpaid duty-free lunch period. Middle and high school student assistants will work a 6 hour and 45 minute day which includes a 30 minute unpaid duty-free lunch period.

- E. Nurses shall work 7-1/2 hours including a thirty minute duty-free, unpaid lunch period. The reporting and dismissal time at each work location shall be established by the Superintendent/designee.
- F. Interpreters shall work 7 hours including a thirty minute duty-free, unpaid lunch period. The regular assigned work day may be adjusted by the Superintendent/designee. The reporting and dismissal time at each work location shall be established by the Superintendent/designee.
- G. Central office technical employees shall work 8 hours including a 60 minute duty-free, unpaid lunch period. The reporting and dismissal time at each work location shall be established by the Superintendent/designee.
- H. Security assistants shall work an 8-1/2 hour day with a 30-minute duty-free lunch.
- I. Paraeducators may not be required to work beyond the contract day during the parent-teacher conference window. However, if a paraeducator volunteers to work evening conferences (one or two evenings), they will receive an equal amount of time off (hour for hour) during the conference window. Paraeducator participation in evening conferences requires the approval of the principal.

### 11.3 Overtime

- A. When an employee is required to work beyond his/her normal workday, he/she shall be paid at his/her regular rate of pay.
- 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.
- C. No employee whose position is eligible for overtime compensation shall be required to work additional time without appropriate compensation.
- D. All HCPSS policies and procedures in regard to overtime for eligible employees shall be adhered to as well as all applicable regulations governed by the Fair Labor Standards Act.

11.4 Twelve month employees shall receive their regular rate of pay for the holidays listed below.

- 4th of July Holiday
- Labor Day
- Primary Election Day (if approved in the school calendar)
- General Election Day (if approved in the school calendar)
- Thanksgiving Day
- Day after Thanksgiving Day
- Christmas Day
- Day before or day after Christmas Day as established in the school calendar
- New Year's Day
- Martin Luther King's Birthday
- President's Day
- Good Friday and Easter Monday
- Memorial Day
- Rosh Hashanah and Yom Kippur (if approved in the school calendar)

- A. Holidays will be observed on the dates on which they fall unless noted otherwise.
- B. To be eligible to receive pay for a holiday, the employee must be on approved pay status on the workday immediately preceding and on the workday immediately following the holiday.
- C. Pay for these holidays when they fall on duty days shall be included in the computation of annual salaries of eligible Association employees.
- D. If an employee works on any of the above listed holidays, he/she shall be paid for one and one-half times his/her hourly rate for all hours worked in addition to the regular holiday pay.
- E. When a holiday falls during an employee's vacation leave, he/she shall not be charged vacation leave for said holiday.



11.5 Ten and eleven month secretaries, clerks, and registrars shall receive their regular rate of pay for the holidays listed below.

- Labor Day
- Primary Election Day (if approved in the school calendar)
- General Election Day (if approved in the school calendar)
- Thanksgiving Day
- Day after Thanksgiving Day
- Christmas Day
- Day before or day after Christmas Day as established in the school calendar
- New Year's Day
- Martin Luther King's Birthday
- President's Day
- Good Friday and Easter Monday
- Memorial Day
- Rosh Hashanah and Yom Kippur (if approved in the school calendar)

11.6 Ten and eleven month employees not covered in section 11.5 (including nurses, food and nutrition service assistants, paraeducators, student assistants educational interpreters, health assistants and security assistants) shall be paid for the following holidays:

- Labor Day
- Thanksgiving Day
- Day after Thanksgiving Day
- Christmas Day
- Day before or day after Christmas Day as established in the school calendar
- New Year's Day
- Martin Luther King's Birthday
- Good Friday
- Easter Monday
- Memorial Day
- President's Day

11.7 Substitutes

- A. Substitutes will be provided for special education assistants and principals' secretaries for absences of three (3) or more consecutive days. Substitutes will be provided for health assistants for absences of two (2) or more consecutive days. The above provisions may be waived by the Superintendent/designee regarding providing substitutes for lesser number of days absence. The Superintendent/designee may provide substitutes for other unit members. Except in emergency situations, unit employees will not be required to substitute for teachers.
- B. Employees shall not be required to obtain or to secure substitute coverage for their duties when they are absent.

- C. In the event a substitute teacher cannot be obtained by the substitute assignment system, a paraeducator may be used as a substitute for teachers under the following conditions:
1. The paraeducator must agree to participate. The selection of the particular paraeducator to be a substitute teacher for the day will be made by the principal.
  2. The paraeducator 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 paraeducator.
  4. The daily pay for this initiative will be 50% of the daily substitute teacher rate. This will be in addition to the paraeducator's regular pay.
  5. The duration for substituting will be for a half day or full day only.
  6. Substitutes for ARD/IEP meetings will not be provided under this program.

#### 11.8 Mileage

- A. Employees who are required to use their automobiles while on duty for authorized and approved travel shall be reimbursed at the IRS-approved rate per mile provided such travel is authorized and approved in advance by the Superintendent/designee.
- B. Nurses shall not be required to drive students to any activities.

#### 11.9 Performing Duties of a Higher Grade

- A. Except as provided in Section B, a school-based employee performing duties of an employee in a higher grade who is absent for ten or more consecutive work days shall receive the higher rate of pay retroactive to the first day of the assignment.
- B. Food and Nutrition Service Assistants temporarily assigned to perform the duties of a higher classification shall, after working 5 consecutive work days in that assignment, receive the higher rate of pay retroactive to the first day of the assignment.

- 11.10 Nurses will be required to attend faculty meetings at the discretion of the school-based administrator or the Superintendent/designee. Every reasonable effort shall be made to start faculty meetings on time and to keep meetings as brief as possible. Except in cases of emergency, there shall only be one school-wide faculty meeting per month, which may extend no more than one-half (1/2) hour beyond the regular work day. Two other faculty meetings per month may be held within the regular work day. Every effort will be made to begin such meetings ten (10) minutes after the student dismissal time.
- 11.11 Paraeducators will be provided lockable desks and file cabinets as space and budget permits.
- 11.12 The Board shall furnish up to \$150.00 for approved uniforms and/or approved shoes to each permanent Food and Nutrition Service Assistant after completion of the probationary period. The Board will provide security assistants four (4) short and two (2) long-sleeve shirts, and one lined and one unlined jacket. Uniforms found by the Board to be unserviceable due to fair wear and tear shall be replaced at no cost to the employee.
- 11.13 Security assistants will be provided office space and computers as space and budget permits.

## **ARTICLE 12 TUITION REIMBURSEMENT**

- 12.1 The Board shall reimburse tuition cost for professional improvement training for undergraduate and graduate college course work successfully completed and approved in advance by the Superintendent/Designee. Employees must earn a “C” or better in the college courses. The tuition rate of reimbursement is the actual per credit cost up to \$225 per credit up to a maximum of 45 graduate credit hours and a rate of up to \$200 per credit up to a maximum of 24 undergraduate credit hours while employed by the Board. Employees working toward an approved teacher education or nursing program are eligible to apply unused undergraduate or graduate credit reimbursement toward courses in the approved program.

Probationary employees are not eligible to participate in the tuition reimbursement program. Probationary employees in this context do not include those employees who are serving a new re-evaluation period due to a promotion or transfer.

- 12.2 In addition to the above, the Board will provide \$15,000 annually to be administered by school administration for employees to attend professional meetings and conferences for purposes other than licensure or certification.

- 12.3 Registration fees will be paid for workshops and conferences that result in an employee receiving continuing education credits for the purpose of licensure, certification, or recertification of that employee which are approved in advance by the Superintendent. For workshops or conferences attended during the workday, participants will receive their regular salary and these days will not be deducted from their sick or personal leave. Employees who attend workshops or conferences beyond the regular work day or on a weekend/holiday will not receive compensation for that time.
- 12.4 Employees shall receive payment for participating in school system-approved training programs conducted after regular work hours at a rate approved by the Superintendent/designee.
- 12.5 The Board will reimburse paraeducators who are required under the No Child Left Behind Act (NCLB) to pass the ParaPro test for the cost of one test if the employee passes the test.

**ARTICLE 13  
SICK LEAVE BANK**

- 13.1 Purpose - The purpose of the Sick Leave Bank is to provide sick leave, in certain cases, to participating employees whose accumulated sick leave has been exhausted.
- 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.
- 13.3 Enrollment Period - The annual enrollment period shall be from September 1 to October 31. Any former Sick Leave Bank member returning from extended leave will be permitted to rejoin the Bank upon contributing the assessment for the current year within thirty (30) days after reassignment. New employees may participate upon contributing the assessment within thirty (30) days following completion of the probationary period. Assessment authorizations shall continue in full force and effect from year-to-year until canceled by the employee.
- 13.4 Contribution Rate - The annual rate of contribution will be determined by the approval committee and will not exceed a maximum of two (2) days per year per employee in half-day increments. The number of days shall be certified to the board prior to September 1 of each year.
- 13.5 Approval Committee - The Association shall appoint a Sick Leave Bank Approval Committee which shall have responsibility for determining the annual assessment rate, receiving requests for grants, and approving or denying such requests. The Committee shall publish its rules and procedures to all employees.

- 13.6 Payment – The Payroll Department shall verify sick leave and personal leave is exhausted. Upon notification of approval by the Committee, Payroll shall credit the affected employee with the number of days granted. If a member does not use all of the days granted from the bank, the unused Sick Leave Bank days will be returned to the bank.
- 13.7 Bank Grants - Bank grants shall not be automatically carried over from one year to another.

## **ARTICLE 14 INSURANCE PROTECTION**

### **A. Life Insurance**

The Board shall pay the full cost for group term life insurance protection equal to an employee's base salary (to the nearest thousand), with a minimum of ten thousand dollars (\$10,000) to be paid to the employee's designated beneficiary upon death and, in the event of accidental death, a sum not less than two (2) times that amount.

### **B. Medical, Dental and Vision Insurance**

Beginning January 1, 2011, the Board shall pay eighty-seven percent (87%) of the premium cost of a group medical plan for the employee and covered eligible dependents(s), including same sex domestic partners.

For each full-time equivalent employee 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 employee may elect to purchase dental coverage for eligible dependent(s).

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 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.

The Board will offer employees enrolled under the Variety of Insurance Program (VIP) vision and dental plan(s). Employees may elect to purchase vision and/or dental coverage for eligible dependents.

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.

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

C. Variety of Insurance Program (VIP) Medical, Dental, and Vision Program

1. Employee Election of Variety of Insurance Programs (VIP)

- 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 continuing his/her participation in the 1984-85 health insurance arrangement.

Employees hired after July 1, 1993, may not select the "Traditional Medical Plan."

- b. This election will be irrevocable for the Plan Year.
- c. Once an employee 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 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.
- e. The 1984-85 insurance arrangement is as follows:

- (1) Employees electing to remain in the 1984-85 medical coverage will be required to contribute 13% of the individual and dependent premiums.

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.

- (2) All employee contributions will remain on an after-tax basis.
- (3) Cost containment measures.
- f. The usual and customary charges will be determined by the third party administrator twice a year by using the average charges for the service area where the services were performed.
- g. (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.
- (2) Food Service Nutrition Assistants hired after July 1, 1997, may only select from two (2) medical insurance plans as identified by the Board.

2. Employee Selection of Optional Benefits under the VIP Program

- a. If an employee elects to participate or becomes eligible to participate in the VIP Program, he/she must select among the optional benefits offered as part of the VIP Program. These optional benefits include:
- (1) Medical Plan(s)
  - (2) Dental Plans(s)
  - (3) Vision Care Plan(s)
  - (4) Flexible Spending Accounts, including:
    - a. Dependent Care Account
    - b. Health Care Spending Account
  - (5) Benefit Dollars (pro-rated for part-time employees).

Information on health, dental, and/or vision plans will be made available to eligible employees during the Open Enrollment Period.

- b. The selection of optional benefits is an irrevocable election for the entire Plan Year except the election may be revoked and a new selection of benefits made if the employee has a change in family status (e.g., marriage, divorce, death of spouse or same-sex domestic partner, or child, birth or adoption of child, or termination of employment of spouse or same-sex domestic partner). This applies not only to participation in the insured programs, but also to the level of participation in the Dependent Care Account and the Health Care Spending Account.
- c. Each open enrollment period as established by the Board, employees electing or eligible to participate in the VIP Program will be given the opportunity to change the benefits they have selected. Each year employees will be informed of any changes in the VIP Program. This will give each employee the chance to review and compare various benefit alternatives in order to make the proper selection during the open enrollment period.
- d. Each Medical Plan alternative (including electing no Medical Plan) will have a specified number of "benefit credits" associated with its selection. These benefit credits may be used to purchase any of the optional insured benefits (Vision and Dental Plans or employee contributions for medical coverage) or to contribute to the Dependent Care Account or Health Care Spending Account.
- e. Each insured benefit option (Medical, Vision, and Dental Plans) will have a "price tag" or cost to an employee 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 employees choosing to contribute any amount within the plan limits. Employees may, however,

purchase benefits whose total price tags exceed their benefit credits. In this case, the employee must make up the difference through employee contributions. All contributions to the VIP Program will be on a pretax basis. This means that federal and state income taxes will not be withheld on employee contributions nor will these contributions be included in an employee's gross wages as reported on W-2 Form. FICA tax will not be withheld. Employee contributions will be included in the annual salary for retirement and life insurance purposes.

- f. Participants in the Dependent Care Account must meet tax law requirements in order to participate in this plan. Contributions may only be used to reimburse an employee for expenses actually incurred during the Plan Year for which they were contributed. Any amounts remaining in the Dependent Assistance Account at the end of the Plan Year will be forfeited.
- g. The Health Care Spending Account will operate similar to the Dependent Care Account. The most important facts are that amounts contributed may only be used to reimburse expenses incurred during the Plan Year for which they were contributed, and amounts remaining at the end of the Plan Year will be forfeited.
- h. Employees may elect to receive their unused benefit dollars in cash, which will be added to their regular pay check. If the employee elects this option, the payments will be prorated on a per-pay basis. This amount is taxable.
- i. Total employee contributions to the Dependent Care Account and/or Health Care Spending Account will be prorated on a per-pay basis.
- j. Employees 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 plan when they were first eligible due to the existence of alternative coverage).



D. Comparison of VIP Medical Plans

	<b>Summary of Benefits</b>	<b>84-85 Plan (Revised)</b>	<b>Alternate Plan</b>
1.	Hospital Expenses Room, Board & General Nursing	Semi-private room rate for 365 days	Semi-private room rate for 365 days
	Diagnostic Testing Lab Work & X-rays - Inpatient	Covered in full for 365 days	Covered in full for 365 days
	Use of Hospital Outpatient facilities	Covered in full	Covered in full
	Extended care facility	Covered in full for combined hospital maximum of 365 days	Covered in full for combined hospital maximum of 365 days
2.	Physician Services Surgery-Inpatient	100% of the usual and reasonable charge	After \$100/\$200 deductible, plan pays 80% of the next \$2500, 100% thereafter
	Surgery - Outpatient	100% of the usual and reasonable charge	100% of the usual and reasonable charge
3.	Mental and Nervous Inpatient	30 days in full; then after \$100/\$200 deductible, plan pays 80% of covered expenses	30 days in full; then after \$100/\$200 deductible, plan pays 80% of covered expenses
	Outpatient	After \$100/\$200 deductible plan pays 52% of plan allowable amount for the first 20 visits per year, then 50% of the plan allowable amount	After \$100/\$200 deductible, plan pays 52% of plan allowable amount for the first 20 visits per year, then 50% of the plan allowable amount
4.	Other Services Ambulance Service	After \$100/\$200 deductible, plan pays 80% of the next \$2500; 100% thereafter	After \$100/\$200 deductible, plan pays 80% of the next \$2500; 100% thereafter
	Diagnostic Testing, Lab Work & X-rays - Outpatient	100% of the usual and reasonable charge	After \$100/\$200 deductible, plan pays 80% of the next \$2500; 100% thereafter
	Prescription Drug Outpatient	When not covered by any other plan, after \$100/\$200 deductible, plan pays 80% of the next \$2500; 100% thereafter	When not covered by any other plan, after \$100/\$200 deductible, plan pays 80% of the next \$2500; 100% thereafter
	Home Health Care	100% of the usual and reasonable charge for up to 90 days each calendar year. Physician's services limited to one visit per day. Maximum of 40 Home Health Aid visits per calendar year.	100% of the usual and reasonable charge for up to 90 days each calendar year. Physician's services limited to one visit per day. Maximum of 40 Home Health Aid visits per calendar year.

Comparison of VIP Medical Plans, Continued

	<b>Summary of Benefits</b>	<b>84-85 Plan (Revised)</b>	<b>Alternate Plan</b>
4. Cont.	Orthopedic & Prosthetic Devices Outpatient	After \$100/\$200 deductible, plan pays 80% of the next \$2500; 100% thereafter	100% of the usual and reasonable charge, subject to certain limitations
	Physical Therapy & Rehabilitation Outpatient	After \$100/\$200 deductible, plan pays 80% of the next \$2500; 100% thereafter	After \$100/\$200 deductible, plan pays 80% of the next \$2500; 100% thereafter
	Voluntary Second Surgical Opinion	100% of physician's fee; 100% of X-ray and lab fees	100% of physician's fee; 100% of x-ray and lab fees
	Preadmission Testing	100% of hospital charges ordered by physician	100% of hospital charges ordered by physician
	Chemotherapy - Outpatient	100% of the usual and reasonable charge	After \$100/\$200 deductible, plan pays 80% of the next \$2500; 100% thereafter
5.	Emergency Treatment Hospital Charges	100% of hospital charges within 72 hours of accidental injury or onset of serious illness	100% of hospital charges within 72 hours of accidental injury or onset of serious illness
	Physician's Fees	100% of the usual and reasonable charges within 72 hours of accidental or onset of serious illness	100% of the usual and reasonable charges within 72 hours of accidental or onset of serious illness.
6.	Annual Deductibles	\$100 per individual to a maximum of \$200 per family	\$100 per individual to a maximum of \$200 per family
7.	Maximum out-of-pocket Per Year		
	Individual Family	\$600.00 \$1,200.00	\$600.00 \$1,200.00
8.	Lifetime Maximum Benefit	Basic benefits plus \$1,000,000 Major Medical	Hospital benefits, plus \$1,000,000 Major Medical

E. Comparison of Dental Benefits

**84-85 DENTAL PLAN**

**ALTERNATE  
2nd DENTAL PLAN**

	% of UCR	Deductible	% of UCR	Deductible
Oral examination	100%	No	100%	No
X-rays 100%	100%	No	100%	No
Fluoride Treatment	100%	No	100%	No
Cleaning	100%	No	100%	No
Emergency Treatment	100%	No	100%	No
Fillings (not gold foil)	100%	No	80%	Yes
Simple Extractions	100%	No	80%	Yes
Root Canal	100%	No	80%	Yes
Prosthetic Repair	100%	No	50%	Yes
Crowns	100%	No	50%	Yes
Space Maintainers	100%	No	100%	No
Surgical Extractions	100%	No	80%	Yes
Oral Surgery	100%	No	80%	Yes
Dentures and Bridges	N/A	N/A	*50%	Yes
Periodontics	N/A	N/A	80%	Yes
Orthodontia	N/A	N/A	50%	Yes
Maximum Annual Benefit	\$1,000		\$1,000	
Orthodontic Maximum Lifetime Benefit	N/A		\$750	
Deductible	N/A		\$25/Individual \$75/Family	
*Subject to Missing Tooth Provision				
*Are dentures and bridges covered for teeth missing before dental coverage?	N/A		Only after satisfying a 5-year waiting period	

F. Vision Program

1. Schedule of Benefits

Vision Exam...Reasonable and Customary Charge  
(Limited to one per 12-month period)

Type	Lenses (Per Pair)		Frames	Total Allowance
Single	\$41.50	+	\$29.50	\$71.00
Bifocal	\$67.00	+	\$29.50	\$96.50
Double Bifocal	\$100.50	+	\$29.50	\$130.00
Trifocal	\$89.50	+	\$29.50	\$119.00
Aphakic	\$156.50	+	\$29.50	\$186.00
<b>Contact Lenses</b> (Per pair):				
Cosmetic (in lieu of frames & lenses)				\$71.00
Bifocal Contact Lenses				\$96.50
Medically Required*				\$221.00

\*Following cataract surgery or when visual acuity is correctable to at least 20/70 in the better eye only by use of contact lenses

In some instances, benefits may be provided toward two vision exams during the same benefit period.

Benefits are not available for:

- a. Replacement or repair of broken or lost frames and lenses (including contacts) for which benefits were provided.
- b. Sunglasses (lenses tinted darker than #2 tint), even if prescribed -- unless you purchase a contract specifically covering sunglasses. Photocromic lenses are not considered sunglasses.

2. Details:

- a. This Program provides 100% of the reasonable and customary charge for a vision exam performed by an Ophthalmologist or Optometrist.
- b. The Program entitles members to coverage of services once every 12 months, starting with the initial visit for vision services. To receive benefits, an invoice must be submitted to the insurance carrier.

**ARTICLE 15  
GENERAL PROVISIONS**

- 15.1 Severability - If any provision of this Agreement or any application thereof related to wages, employee benefits, and/or working conditions is held to be contrary to law, such provision or application will not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions or applications will continue in full force and effect. The parties may mutually agree to meet no later than fifteen (15) days after any such holding for the purpose of renegotiating provisions of this contract as agreed to by the parties.
- 15.2 Distribution of Agreement - The Board and Association agree to equally divide the costs of providing a copy of this Agreement to each employee in the bargaining unit.
- 15.3 The Board and HCEA/ESP agree that the terms and provisions herein contained constitute the entire Agreement between the parties and supersede all previous communications, representations or agreements, either verbal or written, between the parties hereto with respect to the subject matter herein. The Board and HCEA/ESP agree that all negotiable items have been discussed during the negotiations leading to this Agreement and therefore, agree that negotiations will not be reopened on any item, whether contained herein or not, during the life of this Agreement except by mutual consent.
- 15.4 “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.

**ARTICLE 16  
NEGOTIATION PROCEDURE**

- 16.1 Both parties agree to negotiate in good faith as prescribed in Section 6-501, et seq., Education Article of the Annotated Code of Maryland. The parties agree to utilize the contents and format of the Agreement in effect as the basis for proposals for negotiation in the new Agreement. This is understood to mean that:
- A. Items in the existing Agreement which remain satisfactory to both parties would be continued as part of the new Agreement.
  - B. Items in the existing Agreement which are believed in need of change, deletion, or addition by either party may be the subject of new proposals for negotiation.

- C. Items not included in the existing Agreement but believed desirable for consideration in the new Agreement by either party may be proposed as additions to the existing Agreement.
- 16.2 Every effort will be made to begin negotiations concerning a successor Agreement by November 2, but in no event shall such negotiations begin later than December 2 unless a later date is mutually acceptable to both parties. All issues proposed for negotiations shall be detailed in writing and submitted by the Association to the Board or its delegated representatives not later than December 2. The Board shall submit in writing to the Association representatives all additional issues upon which it wishes to negotiate not later than December 2. The December 2 deadline can be extended if a later date is mutually accepted by both parties.
- 16.3 The Association shall submit names of negotiating team members to the Board chief negotiator before the first negotiation session. Neither party shall have any control over selection of consultants or negotiation representatives of the other party.
- 16.4 Negotiating sessions shall be held as frequently as necessary, at a time other than the regular school day for students.
- 16.5 If upon the request of either party, the State Superintendent of Schools determines from the facts that an impasse is reached in negotiations between a public school employer and an employee organization designated as an exclusive negotiating agent, the assistance and advice of the State Board of Education may be requested, with the consent of both parties. In the absence of such consent, upon the request of either party, a panel shall be named to aid in the resolution of differences. Such panel shall contain three persons, one to be appointed by each party within three (3) days, and the third to be selected by the other two within ten (10) days from the date of said request. If the parties are unable to agree upon a third panel member or obtain a commitment to serve within a specified period, a request for a list of possible panel members may be made to the American Arbitration Association by either party.

The parties will then be bound by the rules and procedures of the American Arbitration Association in the selection of the third panel member. The panel selected shall meet with the parties to aid in the resolution of differences and, if the matter is not resolved, shall make a written report and recommendations within thirty (30) days from the date of said request. Copies of such report shall be sent to representatives of both the public school employer and the employee organization. All costs of impasse shall be shared by the public school employer and the employee organization.

**ARTICLE 17  
SALARY SCALES  
INTERPRETERS  
FISCAL YEAR 2011**

<b>GRADE</b>				
	<b>A</b>	<b>B</b>	<b>C</b>	<b>D</b>
<b>STEP</b>				
1	19.71	26.16	28.96	30.10
2	20.29	26.94	29.82	30.96
3	20.89	27.74	30.72	31.86
4	21.51	28.57	31.63	32.78
5	21.91	29.40	32.58	33.72
6	21.91	30.29	33.56	34.70
7	21.91	31.18	34.54	35.69
8	21.91	32.08	35.58	36.73
9	21.91	33.07	36.64	37.78
10	21.91	34.04	37.74	38.88
11	21.91	35.06	38.85	40.00
12	21.91	36.09	40.01	41.15
13	21.91	37.00	41.19	42.34
14	21.91	37.91	42.44	43.58
15	21.91	38.85	43.70	44.85
16	21.91	39.25	44.10	45.25

Salary Grades

- A: Currently holds no certification but is working toward certification, or is a graduate of an interpreter training program, or holds a Bachelor's Degree in a related field.
- B: NAD Level 3 Generalist Certification; or passed either RID written exam or NIC Knowledge Written Test
- C: NAD Level 4 Advanced Certification; RID Certificate of Interpreting; RID Certificate of Transliteration; or NIC Level 1 Certified and Level 2 Advanced Certification
- D: NAD Level 5 Master Certification; RID Certificate of Interpreting and Certificate of Transliteration; NIC Level 3 Master Certification

Notes

1. Employees who fail to complete education requirements remain at the same salary grade.
2. The interpreter designated as Program Head shall receive an additional \$1.00 per hour.
3. Freelance work by interpreters will be reimbursed at the rate of \$30.00 per hour for non-certificated Interpreters, \$35.00 per hour for certificated interpreters who meet the requirements of salary grade "C," and \$40 per hour for certificated interpreters who meet the requirements of salary grade "D."
4. Longevity payments for regular service in the school system are as follows: \$.80 per hour for employees who have completed 20 or more years of regular service; \$.56 per hour for employees who have completed 15-19 years of regular service; \$.25 for employees who have completed 13-14 years of regular service. Employees hired before April 1 of a fiscal year will be granted a full year toward longevity. Longevity payments are not cumulative from year to year.



**ARTICLE 17  
SALARY SCALES**

**NURSES  
FISCAL YEAR 2011**

	School Based, Float Pool Hourly Rate	Cluster Nurse Hourly Rate
	<b>A</b>	<b>B</b>
<b>STEP</b>		
1	28.91	30.35
2	29.26	30.71
3	30.14	31.62
4	31.04	32.57
5	31.97	33.55
6	32.90	34.53
7	33.90	35.57
8	34.91	36.65
9	35.92	37.71
10	37.00	38.83
11	38.11	39.99
12	39.22	41.17
13	40.38	42.38
14	41.59	43.65
15	42.84	44.95
16	44.10	46.30
17	45.41	47.67
18	45.76	48.02
19	45.76	48.02
20	45.76	48.02

Notes

1. Longevity payments for regular service in the school system are as follows: \$.80 per hour for employees who have completed 20 or more years of regular service; \$.56 per hour for employees who have completed 15-19 years of regular service; \$.25 for employees who have completed 13-14 years of regular service. Employees hired before April 1 of a fiscal year will be granted a full year toward longevity. Longevity payments are not cumulative from year to year.
2. Lead cluster nurses shall receive an additional \$1.55 per hour.

**ARTICLE 17  
SALARY SCALES**

**CENTRAL OFFICE TECHNICAL, 10 MONTH  
FISCAL YEAR 2011**

GRADE								
	20	21	22	23	24	25	26	27
STEP								
1	29,019	33,171	35,891	38,325	51,210	57,939	67,960	74,116
2	30,451	34,602	37,323	39,756	52,641	59,370	69,391	75,548
3	31,882	36,034	38,754	41,188	54,073	60,802	70,824	76,979
4	33,314	37,465	40,186	42,619	55,504	62,233	72,255	78,411
5	34,745	38,897	41,617	44,052	56,937	63,665	73,687	79,843
6	36,178	40,330	43,049	45,483	58,368	65,096	75,118	81,274
7	37,609	41,761	44,480	46,915	59,800	66,528	76,550	82,706
8	39,041	43,193	45,913	48,346	61,231	67,960	77,981	84,137
9	40,472	44,624	47,344	49,778	62,663	69,391	79,413	85,570
10	41,904	46,056	48,776	51,210	64,094	70,824	80,845	87,001
11	43,336	47,487	50,208	52,641	65,526	72,255	82,276	88,433
12	44,767	48,919	51,639	54,073	66,958	73,687	83,709	89,864
13	46,199	50,350	53,071	55,504	68,389	75,118	85,140	91,296
14	47,630	51,782	54,502	56,937	69,821	76,550	86,572	92,727
15	49,062	53,213	55,934	58,368	71,252	77,981	88,003	94,159
16	50,494	54,646	57,365	59,800	72,685	79,413	89,435	95,591
17	51,926	56,078	58,798	61,231	74,116	80,845	90,866	97,022
18	53,357	57,509	60,229	62,663	75,548	82,276	92,298	98,454
19	54,789	58,941	61,661	64,094	76,979	83,709	93,729	99,886
20	56,220	60,372	63,092	65,526	78,411	85,140	95,161	101,318
21	57,652	61,804	64,524	66,958	79,843	86,572	96,593	102,749
22	59,084	63,235	65,956	68,389	81,274	88,003	98,025	104,181
23	60,515	64,667	67,387	69,821	82,706	89,435	99,457	105,612
24	61,947	66,098	68,819	71,252	84,137	90,866	100,888	107,044
25	63,378	67,530	70,250	72,685	85,570	92,298	102,320	108,476
26	63,878	68,030	70,750	73,185	86,070	92,798	102,820	108,976

Notes

1. Network specialists will be provided a \$200.00 per year stipend for responding to after hours calls.
2. Salaried personnel shall not be entitled to additional holiday pay other than as compensated in annual salary.

**ARTICLE 17  
SALARY SCALES  
CENTRAL OFFICE TECHNICAL, 12 MONTH  
FISCAL YEAR 2011**

<b>GRADE</b>								
	20	21	22	23	24	25	26	27
<b>STEP</b>								
1	34,747	39,729	42,993	45,914	61,376	69,451	81,477	88,864
2	36,190	41,172	44,436	47,357	62,819	70,894	82,920	90,307
3	37,633	42,615	45,880	48,800	64,263	72,337	84,363	91,750
4	39,076	44,058	47,323	50,243	65,706	73,781	85,807	93,193
5	40,519	45,501	48,766	51,686	67,149	75,224	87,250	94,637
6	41,962	46,945	50,209	53,130	68,592	76,667	88,693	96,080
7	43,406	48,388	51,652	54,573	70,034	78,109	90,136	97,523
8	44,849	49,831	53,095	56,016	71,477	79,552	91,579	98,966
9	46,292	51,274	54,539	57,459	72,921	80,995	93,022	100,409
10	47,735	52,717	55,982	58,902	74,364	82,438	94,466	101,852
11	49,178	54,160	57,425	60,345	75,807	83,882	95,908	103,296
12	50,621	55,604	58,868	61,789	77,250	85,325	97,351	104,739
13	52,065	57,047	60,311	63,232	78,693	86,768	98,794	106,182
14	53,508	58,490	61,753	64,675	80,136	88,211	100,237	107,625
15	54,951	59,933	63,197	66,118	81,580	89,654	101,680	109,068
16	56,394	61,376	64,640	67,561	83,023	91,097	103,124	110,511
17	57,837	62,819	66,083	69,004	84,466	92,541	104,567	111,955
18	59,280	64,263	67,526	70,447	85,909	93,984	106,010	113,398
19	60,723	65,706	68,969	71,890	87,352	95,427	107,453	114,841
20	62,166	67,149	70,412	73,333	88,795	96,870	108,896	116,284
21	63,609	68,592	71,856	74,776	90,239	98,313	110,339	117,727
22	65,052	70,034	73,299	76,219	91,682	99,757	111,783	119,170
23	66,495	71,477	74,742	77,662	93,125	101,200	113,226	120,614
24	67,938	72,921	76,185	79,106	94,568	102,643	114,669	122,057
25	69,382	74,364	77,628	80,549	96,011	104,086	116,112	123,500
26	69,882	74,864	78,128	81,049	96,511	104,586	116,612	124,000

Notes

1. Network specialists will be provided a \$200.00 per year stipend for responding to after hours calls.
2. Salaried personnel shall not be entitled to additional holiday pay other than as compensated in annual salary.

**ARTICLE 17  
SALARY SCALES  
SCHOOL-BASED EMPLOYEES, 10 MONTH  
FISCAL YEAR 2011**

<b>GRADE</b>								
	20	21	22	23	24	25	26	27
<b>STEP</b>								
1	29,019	33,171	35,891	38,325	51,210	57,939	67,960	74,116
2	30,451	34,602	37,323	39,756	52,641	59,370	69,391	75,548
3	31,882	36,034	38,754	41,188	54,073	60,802	70,824	76,979
4	33,314	37,465	40,186	42,619	55,504	62,233	72,255	78,411
5	34,745	38,897	41,617	44,052	56,937	63,665	73,687	79,843
6	36,178	40,330	43,049	45,483	58,368	65,096	75,118	81,274
7	37,609	41,761	44,480	46,915	59,800	66,528	76,550	82,706
8	39,041	43,193	45,913	48,346	61,231	67,960	77,981	84,137
9	40,472	44,624	47,344	49,778	62,663	69,391	79,413	85,570
10	41,904	46,056	48,776	51,210	64,094	70,824	80,845	87,001
11	43,336	47,487	50,208	52,641	65,526	72,255	82,276	88,433
12	44,767	48,919	51,639	54,073	66,958	73,687	83,709	89,864
13	46,199	50,350	53,071	55,504	68,389	75,118	85,140	91,296
14	47,630	51,782	54,502	56,937	69,821	76,550	86,572	92,727
15	49,062	53,213	55,934	58,368	71,252	77,981	88,003	94,159
16	50,494	54,646	57,365	59,800	72,685	79,413	89,435	95,591
17	51,926	56,078	58,798	61,231	74,116	80,845	90,866	97,022
18	53,357	57,509	60,229	62,663	75,548	82,276	92,298	98,454
19	54,789	58,941	61,661	64,094	76,979	83,709	93,729	99,886
20	56,220	60,372	63,092	65,526	78,411	85,140	95,161	101,318
21	57,652	61,804	64,524	66,958	79,843	86,572	96,593	102,749
22	59,084	63,235	65,956	68,389	81,274	88,003	98,025	104,181
23	60,515	64,667	67,387	69,821	82,706	89,435	99,457	105,612
24	61,947	66,098	68,819	71,252	84,137	90,866	100,888	107,044
25	63,378	67,530	70,250	72,685	85,570	92,298	102,320	108,476
26	63,878	68,030	70,750	73,185	86,070	92,798	102,820	108,976

Notes

1. Network specialists will be provided a \$200.00 per year stipend for responding to after hours calls.
2. Salaried personnel shall not be entitled to additional holiday pay other than as compensated in annual salary.

**ARTICLE 17  
SALARY SCALES  
SCHOOL-BASED EMPLOYEES, 12 MONTH  
FISCAL YEAR 2011**

<b>GRADE</b>								
	20	21	22	23	24	25	26	27
<b>STEP</b>								
1	34,747	39,729	42,993	45,914	61,376	69,451	81,477	88,864
2	36,190	41,172	44,436	47,357	62,819	70,894	82,920	90,307
3	37,633	42,615	45,880	48,800	64,263	72,337	84,363	91,750
4	39,076	44,058	47,323	50,243	65,706	73,781	85,807	93,193
5	40,519	45,501	48,766	51,686	67,149	75,224	87,250	94,637
6	41,962	46,945	50,209	53,130	68,592	76,667	88,693	96,080
7	43,406	48,388	51,652	54,573	70,034	78,109	90,136	97,523
8	44,849	49,831	53,095	56,016	71,477	79,552	91,579	98,966
9	46,292	51,274	54,539	57,459	72,921	80,995	93,022	100,409
10	47,735	52,717	55,982	58,902	74,364	82,438	94,466	101,852
11	49,178	54,160	57,425	60,345	75,807	83,882	95,908	103,296
12	50,621	55,604	58,868	61,789	77,250	85,325	97,351	104,739
13	52,065	57,047	60,311	63,232	78,693	86,768	98,794	106,182
14	53,508	58,490	61,753	64,675	80,136	88,211	100,237	107,625
15	54,951	59,933	63,197	66,118	81,580	89,654	101,680	109,068
16	56,394	61,376	64,640	67,561	83,023	91,097	103,124	110,511
17	57,837	62,819	66,083	69,004	84,466	92,541	104,567	111,955
18	59,280	64,263	67,526	70,447	85,909	93,984	106,010	113,398
19	60,723	65,706	68,969	71,890	87,352	95,427	107,453	114,841
20	62,166	67,149	70,412	73,333	88,795	96,870	108,896	116,284
21	63,609	68,592	71,856	74,776	90,239	98,313	110,339	117,727
22	65,052	70,034	73,299	76,219	91,682	99,757	111,783	119,170
23	66,495	71,477	74,742	77,662	93,125	101,200	113,226	120,614
24	67,938	72,921	76,185	79,106	94,568	102,643	114,669	122,057
25	69,382	74,364	77,628	80,549	96,011	104,086	116,112	123,500
26	69,882	74,864	78,128	81,049	96,511	104,586	116,612	124,000

Notes

1. Network specialists will be provided a \$200.00 per year stipend for responding to after hours calls.
2. Salaried personnel shall not be entitled to additional holiday pay other than as compensated in annual salary.

**ARTICLE 17  
SALARY SCALES**

**FOOD AND NUTRITION SERVICE ASSISTANTS  
FISCAL YEAR 2011**

STEP	GRADE	
	II	III
1	11.55	12.20
2	11.97	12.68
3	12.40	13.12
4	12.84	13.61
5	13.32	14.11
6	13.80	14.63
7	14.31	15.15
8	14.81	15.71
9	15.37	16.28
10	15.94	16.88
11	16.53	17.52
12	17.13	18.14
13	17.76	18.83
14	18.41	19.52
15	18.86	19.97

Longevity

1. Food and Nutrition service workers with 13-14 years of regular service in the Howard County Public School System will receive an additional \$.25 per hour.
2. Food and Nutrition service workers with 15-19 years of regular service in the Howard County Public School System will receive an additional \$.56 per hour.
3. Food and Nutrition service workers with 20 or more years of regular service in the Howard County Public School System will receive an additional \$.80 per hour.
4. Employees hired before April 1 of a fiscal year will be granted a full year toward longevity.
5. Longevity payments are not cumulative from year to year.

**ARTICLE 17  
SALARY SCALES**

**SECRETARIES AND ASSISTANTS  
FISCAL YEAR 2011**

GRADE												
	I	II	III	IV	V	VI	VII	VIII	IX	X	XI	XII
STEP												
1	12.96	13.19	13.68	14.27	14.88	15.49	15.90	16.08	16.37	17.14	17.95	18.81
2	13.21	13.47	13.99	14.56	15.17	15.81	16.23	16.45	16.66	17.53	18.38	19.25
3	13.50	13.74	14.30	14.87	15.52	16.19	16.60	16.85	17.14	17.95	18.81	19.70
4	13.77	14.03	14.62	15.17	15.85	16.50	16.96	17.23	17.54	18.39	19.27	20.18
5	14.31	14.62	15.20	15.81	16.50	17.21	17.70	17.99	18.38	19.25	20.17	21.13
6	14.92	15.22	15.85	16.49	17.23	17.98	18.48	18.84	19.25	20.17	21.13	22.15
7	15.53	15.87	16.53	17.21	17.99	18.76	19.33	19.72	20.17	21.13	22.15	23.20
8	16.18	16.56	17.25	17.98	18.77	19.60	20.20	20.61	21.13	22.15	23.20	24.33
9	16.86	17.28	18.01	18.76	19.61	20.48	21.12	21.58	22.15	23.20	24.33	25.51
10	17.59	18.03	18.80	19.60	20.49	21.39	22.09	22.59	23.20	24.33	25.51	26.72
11	18.34	18.81	19.63	20.48	21.40	22.35	23.10	23.65	24.33	25.51	26.72	28.01
12	18.72	19.23	20.06	20.91	21.87	22.85	23.62	24.20	24.90	26.09	27.38	28.68
13	19.13	19.68	20.53	21.39	22.37	23.37	24.15	24.80	25.53	26.75	28.03	29.42
14	19.61	20.17	21.05	21.93	22.95	23.97	24.79	25.44	26.19	27.47	28.79	30.13
15	20.05	20.61	21.50	22.43	23.48	24.49	25.34	26.03	26.83	28.11	29.47	30.86
16	20.20	20.79	21.70	22.63	23.69	24.70	25.58	26.27	27.07	28.36	29.74	31.16
17	20.37	20.97	21.87	22.82	23.88	24.92	25.78	26.50	27.31	28.63	30.00	31.45
OVER 17	20.68	21.28	22.18	23.13	24.19	25.23	26.09	26.81	27.62	28.94	30.31	31.76

Longevity

Longevity payments for regular service in the school system are as follows: \$.80 per hour for employees who have completed 20 or more years of regular service; \$.56 per hour for employees who have completed 15-19 years of regular service; \$.25 for employees who have completed 13-14 years of regular service. Employees hired prior to April 1 of a fiscal year will be granted a full year toward longevity. Longevity payments are not cumulative from year to year.

National Association of Office Education Professionals Certification (NAOEP)

Eligible unit members who successfully complete NAOEP 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).

**ARTICLE 18**  
**REPRESENTATION FEE**

- A. An employee who chooses not to join the Association shall pay a representation fee as provided in this section.
1. Food service employees, student assistants, and employees earning an annual salary less than Step 1 on the paraeducators salary scale are not subject to the provisions of representation fee.

2. The representation fee will take effect when 51% plus one (threshold percentage) of the unit members have joined the Association as dues-paying members.

The calculations for the threshold percentage will not include food service employees, student assistants, and those employees earning less than the amount indicated in sections 1-2.

3. If on June 15 of any fiscal year the Association attains the threshold percentage, it may institute a representation fee for the following fiscal year, in accordance with sections 5-8.
4. The Association shall send formal notice and documentation to the Director of Staff Relations. Within 10 days of receiving the Association's notice, the Director of Staff Relations shall in writing confirm or dispute the membership percentage. If the Director disputes the percentage, the Association and Director shall meet to review the data. The implementation date shall begin 30 days from the date of the Director's confirmation letter.
5. Any employee hired after the implementation date shall pay either Association Dues or a representation fee.
6. The Board shall begin payroll deductions for representation fees within two pay periods of receiving the employee's authorization for payroll deduction for representation fees from the Association.
7. Representation fees will be prorated if the implementation date or date of hire begins after the start of the school, for that year only.
8. Annually, the Association shall report to the Board the percentage of Association membership on June 15 of that year. The Board shall have the right to access Association and payroll records to verify the percentage.



9. The Association must maintain at least a 51% plus one membership percentage for the representation fee to continue from year to year. If the percentage of HCEA ESP membership falls below the threshold percentage in any year based on the June 15 figure, the Association will enter a one-year grace period. If at the end of the grace period, the percentage of HCEA ESP membership does not equal 51% plus one based on the June 15 figure, then the representation fee shall cease at the end of that fiscal year.

If in a future year the Association again reaches the threshold percentage as outlined in section 3, the representation fee shall be initiated for all new employees hired after the new implementation date, as set forth in section 4.

B. Calculation of the Representation Fee

1. Annually but no later than the first teacher work day, the Association will determine the percentage of its members' dues that represents the cost for "representation in negotiations and grievance matters" as required under Sections 6-504 and 6-509 of the Education Article of the Annotated Code of Maryland.
2. The Association will base this determination on a review of financial records and other documents describing the Association's activities and will be guided by the language of the Education Article of the Annotated Code of Maryland, the United State Supreme Court decisions in *Ellis v. BRAC* and *Abood v. Detroit Board of Education*, and other relevant federal and state court decisions.
3. The representation fee will not include the cost of political or ideological activities unrelated to collective bargaining, other activities not germane to collective bargaining, or benefits, or activities, available to or benefiting only Association members.
4. The Association shall submit to the Board an annual audit letter from the General Counsel to the Maryland State Education Association that reflects the operational expenses of the Association and explains how the representation fee is calculated based on the audit.

C. An employee whose religious beliefs are opposed to joining or financially supporting any collective bargaining organization is:

1. Not required to pay a representation fee; and
2. Required to pay an amount of money equal to the representation fee as determined under section B to a nonreligious, nonunion charity or to another charitable organization that is mutually agreed upon by the employee and the Association, and who furnishes to the Board and the Association written proof of the payment.

D. If an employee who is required to pay a representation fee is employed in a unit position on a part-time basis or for less than a full contract year, the representation fee for the employee for said contract year will be a pro rata portion of the annual fee, based on annual salary.

- E. In the event an employee terminates employment, the Board shall deduct, when possible, the unpaid representation fees for the current year from the employee's final check and transmit these fees promptly to the Association.
- F. If an employee who is required to pay a representation fee fails to do so, it is solely the responsibility of the Association to take appropriate steps - including the commencement of legal action against the employee - to collect the amount in question.
- G. Protest Procedure and Escrow Provisions
1. Any employee who is obligated to pay a representation fee as described herein, shall have the right to protest and dissent from the amount of the representation fee, including the method of the assessment of the fee; the manner in which the representation fee was determined; the calculations involved; and the financial information upon which the representation fee was based. Such protests shall be handled exclusively in the manner herein.
    - a. Within thirty (30) days after the cause or reason for any protest shall occur, the affected employee, for himself or herself shall file a written statement of protest with the Association and Board, in identical duplicate copies. A letter stating the employee's grounds for objection shall be sufficient. However, any objection not filed within thirty (30) days shall be deemed to have been waived as not timely filed. Any objection to the amount of computation of the fee in any school year must be filed within thirty (30) days after notice of that fee.
    - b. A dissenting employee timely filing his or her own written objection shall be entitled to have his or her protest expeditiously resolved by an impartial arbitrator. The impartial arbitrator shall be selected by the Association and the employee and the dispute resolved as follows:
      - 1) The employee shall file his or her protest in writing with the Association and the Board within thirty (30) days after receiving notice of the representation fee. The protesting employee shall state the basis for the protest. The written protest may be sent via certified mail, registered mail, or hand delivered to both the Association and the Board.
      - 2) The Association may answer the objections of all employees in a single written response, but such response shall be placed in either the interdepartmental mail or regular mail within thirty (30) days after the objections period that is referred to in section G1a of this Addendum has expired.
      - 3) If no resolution is reached, the Association will request the Federal Mediation and Conciliation Service to provide a list of seven (7) arbitrators who are each members of the National Academy of Arbitrators. The selection of the arbitrator will be made by alternate strikes from the list furnished by FMCS until one name remains who shall be the arbitrator to hear and determine the objections of all employees who file timely written protests. The employees shall have the right to exercise the first strike. However, if the objecting employees cannot agree on a

single spokesperson to strike for an arbitrator, then the Association may request either the Director of the Federal Mediation and Conciliation Service or the Director of the Maryland State Mediation Service to assist in selecting an arbitrator, either by striking for an arbitrator or by choosing one name off of the list of seven provided by the FMCS.

- 4) The protesting employees and the Association shall each be solely responsible for their own attorney's fees and other representation costs and shall equally split all arbitration related costs.
- 5) The arbitration shall consolidate the objections of all employees and shall issue one opinion to determine their claims. To the extent permitted by law, the decision of the arbitration shall be final and binding on all protesting employees and the Association.
- 6) The arbitrator shall be limited in authority to rule upon the issue or issues stated in the written protest submitted by the protesting employee. The arbitration may refer to and rely on existing legal authority on agency or representation fees outside of the Addendum when ruling on the amount of the fee.

2. Written notice of protest by an employee shall not relieve him or her of the obligation to pay the representation fee. However, immediately upon receipt of the notice of protest, the Association shall place the amount of the protesting employee's representation fee that is in dispute in an escrow fund, and shall continue to place the challenged portion of representation fee in escrow until the protest is resolved. The Association shall be obligated only to so segregate the funds of protesting employees.
3. The fund shall be maintained by the Association at an independent bank or trust company and the agreement therefore shall provide that the escrow account be interest bearing. The Association shall not invade the fund until the receipt of the opinion of the arbitrator, and then only in accordance with that decision.
4. The Association shall furnish protesting employees with verification of the terms of the escrow arrangement and, on reasonable request, the status of the fund as reported by the bank.
5. When issuing a decision and award, the arbitrator shall determine the disbursement of the disputed representation fee held in escrow and the Association shall not release the funds to its general account or to a protesting employee except by direction of an arbitrator or by mutual agreement of the Association and the protesting employees.

H. The Association shall indemnify and save the Board harmless against any and all claims, demands, suits, or any other forms of liability that shall rise out of or by reason of action taken or not taken by the Board for the purposes of complying with any of the provisions of this Addendum, or in reliance of any list notice, or assignment furnished under any such provisions, including the representation fee language. The Association assumes full responsibility for all aspects of the administration of this section, including, without limitation, the calculation, assessment, collection, and disposition of funds.

**ARTICLE 19  
DURATION**

Unless otherwise provided herein, the provisions of this Agreement shall be effective as of July 1, 2010 and shall continue in full force and effect through June 30, 2013. In fiscal years 2012 and 2013 Article 17, Salary Scales, and one additional Article selected by each negotiating party excluding Article 14, Insurance Protection, will be open for negotiations.

In witness whereof, the parties hereunto set their hand and seals this 24th day of June 2010.

**BOARD OF EDUCATION OF HOWARD COUNTY**

**by:**

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(Chairman)

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(Superintendent)

**HOWARD COUNTY EDUCATION ASSOCIATION  
EDUCATIONAL SUPPORT PROFESSIONALS**

**by:**

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(President)

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(Secretary)