

## **MASTER AGREEMENT**

*Between the*

**BOARD OF EDUCATION OF HOWARD COUNTY**

*and the*

**HOWARD COUNTY EDUCATION ASSOCIATION  
EDUCATIONAL SUPPORT PROFESSIONALS**

**July 1, 2016– June 30, 2018**

**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 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 months and one (1) day through 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 or who is serving a new re-evaluation period of 60 work days due to promotion.
- 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.

4. The parties may mutually agree to utilize a mediation process with the Federal Mediation and Conciliation Service (FMCS) in an effort to resolve a grievance. Such procedure may be agreed upon and implemented between the appeal to arbitration and the scheduling of an arbitration hearing (Step III).
- 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 be permitted to use school facilities for meetings at reasonable times and upon meeting all appropriate application and utilization procedures established by the Community Services Office. The administrator of the building in question will be contacted in advance about any such meeting.
- 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. The Association representative will check in at the front office at the building upon his/her arrival.
- 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 Office 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 Development. 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.
- 3.16 The principal of each school shall be available upon reasonable request of Association representatives to discuss questions relating to the implementation of this Agreement in his/her school.

#### **ARTICLE 4 EMPLOYEE RIGHTS**

- 4.1 No employee will be discharged without cause. This shall not apply to the discharge of a probationary employee. Probationary employee in this context does not include an employee who is serving a new re-evaluation period due to promotion.
- 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 Office of Human Resources.
- 4.5 Any complaints regarding an employee made to any member of the administration by any parent, student, or other person which are used in any manner in evaluating such employee will be investigated and called to his/her attention unless the investigation is conducted by a law enforcement, social services, or other similar agency. Any such investigation and subsequent proceedings will be handled in a manner that assures appropriate confidentiality and protection of the subject unit member.
- 4.6 Following the provision of due process per the established Board policy on Employee Conduct and Discipline, Association representative(s) shall be entitled to accompany and represent an employee at any hearing or meeting involving disciplinary action to be taken against the employee at that meeting.

Before the Superintendent/designee issues the disciplinary action, the employee will be provided a least one work day of advance notice of the meeting.

- A. The employee will be advised that disciplinary action is being considered.
- B. The employee will be advised of his or her right to have Association representation at the meeting.
- C. The Superintendent/designee is not obligated to postpone the meeting with the employee nor to suggest or secure alternate representation if the individual Association representative requested is unavailable.

## **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 the Human Resources office and/or each school, as appropriate, of such request between December 1 and April 1 of the current school year. Employees shall follow established procedure delineated in the Online Voluntary Transfer Request Process. 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 unless the request is withdrawn, in writing, prior to August 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 sending 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 may be transferred to that school with the child. If the assigned student leaves the county, then the student assistant shall be reassigned to another student in the Howard County 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 may remain at that school or request to be transferred with the departing student.

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. The Association will receive in a timely manner an involuntary transfer list detailing the names, positions, and work locations of impacted unit members.

- 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.
- 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 be notified and 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. If the same position is restored effective as of the beginning of the next subsequent school year the previously involuntarily transferred employee will be considered for transfer back to the position if he/she so desires.
- 5.4. Administrative Reassignment/Transfer – An administrative reassignment/transfer is a change in assignment or work location at the initiation of the superintendent/designee. Whenever possible, and in general, initial notification on the part of the supervisor to the employee he/she will be recommending for administrative transfer should occur at least two (2) calendar weeks prior to any reassignment/transfer and by March 15 except under extenuating circumstances.
- 5.5 Promotions - Vacancies shall be posted online through the Office of Human Resources. All current employees shall be eligible, depending upon their qualifications, to be considered for any promotional position. The Board will encourage supervisors to interview current employees, depending upon their qualifications, for any promotional position. Internal applicants for positions within the bargaining unit will be notified in a reasonable period of time when the vacancy has been filled.
- 5.6 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 lay off 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.

5.7 Placement on the salary schedule –Employees hired on or after July 1, 2014 will receive credit for related work experience as identified in the job posting as acceptable experience. 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.

5.8 Effective July 1, 2005, all new hires must either authorize direct deposit of pay or obtain a money card.

5.9 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 A current employee promoted into a new position will be re-evaluated at the end of 60 working days in the new position. The employee shall be offered professional learning opportunities to meet current position requirements.
- 6.4 All aspects of the evaluation process shall be conducted in a confidential manner.
- 6.5 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. Employees shall have up to three (3) work days to respond to the written evaluation.
- 6.6 Comments - The employee shall have the right to attach any comments he/she wants to attach to the evaluation materials.
- 6.7 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.
  - C. For any observation less than satisfactory, the evaluator shall provide written suggestions for improvement.
- 6.8 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. Three (3) 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 for at least two (2) years within the last five (5) years. 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 work 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. Accumulated annual leave that exceeds the carryover limit will be converted to sick leave. Upon termination of employment, an employee shall be paid for any unused annual leave not to exceed the aforementioned limit.

#### 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. If the site administrator believes that such release would unreasonably adversely impact the program of operation at the site the Association and the Superintendent/designee will attempt to work out a reasonable accommodation. 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 Education 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. Probationary employees in this context do not include those employees who are serving a new re-evaluation period due to promotion.
- 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:
  - 1. any suit litigation brought by the employee against the Board or its employees
  - 2. any criminal charges brought against the employee
  - 3. any non-work related civil or administrative proceedings wherein the employee or a member of the employee's immediate family is a party to the proceedings.
- 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 calendar 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 in the Peace Corps or Americorps.

**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. The parties acknowledge that payment of workers' compensation leave under this section fully satisfies the Board's obligation to pay temporary total disability benefits under workers' compensation law so no duplication of benefits may occur during this 90 day period. As such, any workers' compensation payments made for temporary disability due to said injury and applicable to the aforementioned 90-day period shall be endorsed over to the Board.

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.

If during the 90 day period the employee was granted leave from the sick bank, and it is subsequently determined that the employee was absent as a result of a compensable injury, the Board shall restore any used sick bank leave occurring during the aforementioned 90-day period.

If the employee is continued on temporary total disability from workers' compensation beyond the 90 work-day period or the employee is denied the benefit of the 90 work-day period but granted temporary total disability payments, the following options shall be available to him/her:

- A. The employee may elect to use his/her earned leave or sick leave to make up the difference between Workers' Compensation benefits and his/her full regular salary. The Board shall provide a supplement to the standard Workers' Compensation benefit so that the gross pay of the employee is equal to his/her regular gross pay. This supplemental pay will be charged against available sick leave on a pro-rated basis.
- 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.

**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.
  - C. The “Student Code of Conduct” shall be followed by the school administrator in reviewing individual student disciplinary actions. The Final school building level authority for the student disciplinary action is the school principal.
- 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 - Any RN or health assistant 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 the Health Services Coordinator. Incidents involving verbal abuse shall be reported in a similar manner. The RN or health assistant may request a conference with the Health Services Coordinator 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. Non-school-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 Ten-month and eleven-month school-based staff shall be required to work on any day designated by the Board as an inclement weather makeup day provided the number of duty days in their duty year is not exceeded.

## 10.5 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.

10.6 The above provisions (10.5) 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 student assistants and interpreters shall be 196 workdays including paid holidays.
- B. The duty year for 10-month paraeducators, security assistants, central office technical employees, nurses and health assistants shall be 204 work days including paid holidays. For central office technical employees and nurses, the duty year may be adjusted based on administrative directives and decisions of the Superintendent/designee.
- C. The duty year for 10-month secretaries and clerks shall be 210 work days, including paid holidays. Ten-month teacher secretaries in elementary schools who are granted additional summer hours for registration support enrolling and withdrawing students are paid at the appropriate hourly salary rate for such additional work.
- D. The duty year for 11-month nurses and central office technical employees shall be 222 days including paid holidays. The duty year may be adjusted based on administrative directives and decisions of the Superintendent/designee.
- E. The duty year for 11-month registrars shall be 230 work days including paid holidays.
- F. The duty year for 12-month employees shall be equivalent to the number of weekdays in the fiscal year including paid holidays.
- G. The duty year for Food and Nutrition Service Assistants will include all days

students receive breakfast and/or lunch in school during the regular school year.

## 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. The work day 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. Principals and department/office supervisors will schedule AM and PM breaks on full workdays (excluding in-service/professional days) for clerical/secretarial employees, paraeducators, security assistants and student assistants in consultation with employees. Such breaks may be temporarily reduced or eliminated at the

principals/supervisors discretion, based on the needs of the school/office. No reporting, lunch, or dismissal times shall be adjusted because the employee does not get or take a scheduled break. At the principals/supervisors' discretion, such breaks may also be scheduled for other paraprofessional employees.

- K. Paraeducators, secretaries, nurses and health assistants may not be required to work beyond the contract day during the parent-teacher conference window. However, if paraeducators, secretaries, nurses and assistants volunteer to work evening conferences (one or two evenings), they will receive an equal amount of time off (hour for hour) during the conference window. Paraeducators, secretaries, nurses and health assistants' participation in evening conferences requires the approval of the principal.
- L. Paraprofessionals may leave their school or office building during the duty-free lunch period. Paraprofessionals must notify the school/program office before leaving and returning. In an emergency it is understood that a principal/supervisor may limit the number of paraprofessionals who leave at any one time. This language will not be applicable to any paraprofessional who is already being compensated for being on-call during their duty-free lunch.
- M. Employees will comply with reasonable School Administration requirements regarding check-in, check-out, and notification if leaving the building during the day. This information is for attendance, security, payroll, and safety purposes. The information obtained will not be used as the sole basis for disciplinary or evaluative action.

### 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 for any approved hours in excess of 40. The HCPSS scheduled pay period is from 12:01 a.m. on a Thursday through midnight Wednesday, 13 days later. For purposes of time and one-half overtime, the work week is considered to be from 12:01 a.m. on any Thursday through midnight Wednesday of the following calendar week.
- 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 Employees shall receive their regular rate of pay for the holidays listed below (if the holiday is approved in the school calendar).

- 4th of July Holiday
- Labor Day

- Primary Election Day
- General Election 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
- President's Day
- Good Friday
- Easter Monday
- Memorial Day
- Rosh Hashanah
- Yom Kippur

- 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 Substitutes

- A. Substitutes will be authorized for health assistants, and principals' secretaries for absences of two (2) or more consecutive days. Substitutes will be authorized for special education and RECC paraeducators and student assistants beginning the first day of absence.

The principal may request, at his/her discretion, substitute coverage for regular paraeducators for absences of three (3) or more consecutive days. The final determination for substitute coverage rests with the HR director/designee.

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 on an hourly basis for teachers who are on leave during that work day.

- 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 pay for this initiative will be 50% of the daily substitute teacher rate at the appropriate level (degreed or non-degreed). This will be in addition to the paraeducators regular pay.
  5. Substituting for 3 hours or more in a day, or 3 class periods at the secondary level, will qualify for the additional pay. The time substituting need not be continuous for this provision to apply.
  6. Substitutes for ARD/IEP meetings will not be provided under this program.

#### 11.6 Mileage

- A. Employees who are required to use their automobiles while on duty for authorized and approved travel shall be reimbursed in accordance with IRS regulations 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.

#### 11.7 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. This provision only applies when the position in a higher grade is one covered under this agreement.
- 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.

- 11.8 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.

- 11.9 Paraeducators and interpreters will be provided lockable desks and file cabinets as space and budget permits. Nurses and health assistants will be provided lockable desks, file cabinets, and/or a lockable office as space and budget permits.
- 11.10 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.

- 11.11 The Board shall furnish up to \$60 to cover the cost of at least 2 lab jackets for FY17 and up to \$35 replacement cost for wear and tear every two years thereafter for each Nurse and Health Assistant. In addition, the Board shall furnish up to \$60 to cover the cost of shoes for FY17 and up to \$60 replacement cost for wear and tear no more than once every three years thereafter.
- 11.12 Security assistants will be provided office space and computers as space and budget permits.
- 11.13 The Board of Education shall provide at least one dedicated computer in at least one designated staff location for paraprofessionals to complete work-related tasks.

## **ARTICLE 12 PROFESSIONAL LEARNING AND 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 \$225 per credit up to a maximum of 24 undergraduate credit hours while employed by the Board. Documentation, proof of cost and proof of payment must be submitted within sixty (60) days of the end of the course. 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.
  - 12.6 The Board will reimburse school nurses who take the National School Nurse Certification test for the cost of one test if the employee passes the test and receives National School Nurse Certification.
  - 12.7 The Board and Association will sustain a joint committee that collaboratively oversees the implementation of the ESP Professional Learning Plan.

### **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. Probationary employee in this context does not include an employee who is serving a new re-evaluation period due to promotion.
- 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 that shall include one Superintendent appointed representative. The Committee shall have responsibility for determining the annual assessment rate, receiving requests for grants, and approving or denying such requests. The Association shall publish its rules and procedures. Procedures shall be distributed and posted on the HCPSS website to all enrolled employees annually, no later than October 1.
- 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.
- 13.8 The Association shall provide the Superintendent with an annual Sick Bank report by August 31 of each year detailing the beginning balance of sick bank days, additions to the sick bank, deductions from the sick bank, and ending balance in the sick bank as of June 30 each year.
- 13.9 For accounting and compliance purposes only, the Association will provide access to days and hours granted and used to the Superintendent/Designee on a quarterly basis.

## **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**

For employees with a start date on or before June 30, 2011, the Board shall pay eighty-seven percent (87%) of the premium cost of a group medical plan including prescription drugs for the employee and covered eligible dependents(s).

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 including prescription drugs for each employee and eligible dependent(s).

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.

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.
- 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. 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.

- e. 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.
- f. (1) Food Service Nutrition Assistants hired on or after July 1, 2000 shall be required to serve a 30 calendar day waiting period beginning in FY08 before becoming eligible for any medical, dental, and/or vision coverage.
- (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. The above language shall only apply to those employees who currently receive same sex domestic partner protection under the negotiated agreement as of January 1, 2015 and current employees residing outside of Maryland in states that do not recognize same sex marriage.
- 15.5. Joint Labor/Management Collaboration Committee
1. Purpose  
The parties agree to actively support a Joint Labor Management Collaboration Committee which will be used as a forum for the discussion of issues that are not current matters of negotiation or grievance but are matters of mutual interest or concern between the parties. The intent of the Labor/Management Committee is to investigate, study, and discuss possible solutions to mutual problems affecting labor/management relations. The parties may also attempt to resolve differences of interpretation of negotiated matters. However, it is recognized that the Labor/Management Committee is not a substitute for the grievance procedure. Additionally, it is recognized that neither party will submit or otherwise seek modification of any negotiated term or condition of the agreement through the Labor/Management Committee and no bargaining will take place.
  2. Membership  
Standing members of the Labor/Management Committee will include the president or designee of the Howard County Education Association Educational Support Professionals (ESP) unit and two other ESP representatives of the Association to be

determined by the president, and the Superintendent or designee and two other representatives of management determined by the Superintendent. At any meeting of the Labor/ Management Committee, either party may be represented by up to four additional members. Both parties may rotate these members in order to accommodate discussion of scheduled agenda items at meetings. The committee may elect to use outside impartial facilitation for some or all meetings.

3. Chairperson

The President of HCEA-ESP/designee or the Superintendent/designee can convene the Labor/Management Committee. Responsibility for chairing meetings shall alternate each meeting between HCEA-ESP and HCPSS. Each party will determine whether their chair assignment will be consistent or rotate among their members.

4. Minutes

The committee will assign responsibility for preparing minutes of the meeting. Drafts of the minutes of meetings will be submitted to each team leader by the preparer for approval and submission to the other committee members. Copies of the minutes will then be distributed to all members who were in attendance at the meetings.

5. Date, Time, and Agenda of Meetings

The committee will schedule regular meetings at least quarterly. Additional meetings may be called at the request of either party. Such additional meetings will be requested a minimum of two weeks in advance along with the proposed agenda items of the requesting party. The proposed agenda for all meetings shall normally be limited to one and one-half hours, shall include the topics along with a brief description, and will be submitted five days prior to the meeting to both parties. The individual designated to chair the meeting will be responsible for preparing and distributing the agenda. It is recognized that either party may initiate a topic not on the agenda provided the other party concurs that it is of an emergency nature or a current item that would be of benefit to be discussed as soon as possible.

6. General Guidelines

- a. As time permits, each topic will be discussed fully and recommendations made on the topic before proceeding to another topic.
- b. Topics requiring further study may be tabled and brought for further discussion at a future meeting.
- c. It is recognized that recommendations growing out of these meetings are not binding.
- d. No grievances shall be discussed and no bargaining shall take place. However, topics that could lead to grievances may be discussed.
- e. All Committee recommendations shall be reached by consensus. There shall never be a vote taken by the Committee.
- f. Where consensus is not reached, the topic shall be canceled, reverting to its proper place in the labor/management relationship – for instance, grievance procedure, negotiations, etc.
- g. Either party may initiate a request to the Federal Mediation and Conciliation Service for assistance.
- h.

**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 agreement has not been reached, or at the request of either party, the provisions for handling an impasse as provided by Education Article, 6-510(e) of the Annotated Code of Maryland, shall apply.

**ARTICLE 17  
SALARY SCALES  
SECRETARIES AND ASSISTANTS**

**FISCAL YEAR 2017 (Effective July 1, 2016)**

GRADE												
STEP	I	II	III	IV	V	VI	VII	VIII	IX	X	XI	XII
1	14.60	14.95	15.30	15.65	16.00	16.35	16.77	16.95	17.26	18.07	18.92	19.83
2	14.85	15.21	15.57	15.93	16.29	16.68	17.12	17.35	17.56	18.48	19.37	20.29
3	15.10	15.47	15.84	16.20	16.58	17.07	17.50	17.77	18.07	18.92	19.83	20.76
4	15.35	15.73	16.11	16.48	16.87	17.40	17.88	18.17	18.49	19.38	20.31	21.27
5	15.60	15.99	16.38	16.76	17.40	18.15	18.66	18.96	19.37	20.29	21.26	22.27
6	15.85	16.25	16.72	17.39	18.17	18.95	19.48	19.86	20.29	21.26	22.27	23.34
7	16.38	16.74	17.43	18.15	18.96	19.77	20.37	20.78	21.26	22.27	23.34	24.44
8	17.06	17.46	18.19	18.95	19.78	20.66	21.29	21.72	22.27	23.34	24.44	25.62
9	17.78	18.22	18.98	19.77	20.67	21.58	22.26	22.74	23.34	24.44	25.62	26.87
10	18.54	19.00	19.82	20.66	21.59	22.53	23.27	23.80	24.44	25.62	26.87	28.13
11	19.33	19.83	20.69	21.58	22.54	23.54	24.33	24.91	25.62	26.87	28.13	29.49
12	19.73	20.27	21.13	22.03	23.04	24.07	24.88	25.49	26.22	27.47	28.83	30.19
13	20.17	20.74	21.63	22.53	23.56	24.61	25.44	26.12	26.89	28.16	29.51	30.97
14	20.67	21.26	22.17	23.10	24.17	25.25	26.11	26.80	27.58	28.93	30.31	31.72
15	21.12	21.72	22.65	23.62	24.74	25.80	26.68	27.41	28.25	29.60	31.03	32.49
16	21.29	21.91	22.86	23.84	24.95	26.01	26.94	27.66	28.50	29.86	31.30	32.80
17	21.46	22.09	23.04	24.04	25.15	26.24	27.15	27.91	28.75	30.14	31.58	33.11
18	21.79	22.42	23.37	24.37	25.48	26.57	27.47	28.23	29.08	30.47	31.91	33.43
19	22.14	22.78	23.73	24.72	25.84	26.93	27.83	28.59	29.44	30.82	32.26	33.78
20	22.59	23.23	24.19	25.21	26.35	27.46	28.39	29.15	30.03	31.45	32.91	34.46
Over 20	23.15	23.82	24.81	25.86	27.02	28.16	29.12	29.92	30.80	32.26	33.77	35.36

**ARTICLE 17  
SALARY SCALES  
SECRETARIES AND ASSISTANTS**

**FISCAL YEAR 2018 (Effective July 1, 2017)**

GRADE												
STEP	I	II	III	IV	V	VI	VII	VIII	IX	X	XI	XII
1	14.89	15.25	15.61	15.96	16.32	16.68	17.11	17.29	17.61	18.43	19.30	20.23
2	15.15	15.51	15.88	16.25	16.62	17.01	17.46	17.70	17.91	18.85	19.76	20.70
3	15.40	15.78	16.16	16.52	16.91	17.41	17.85	18.13	18.43	19.30	20.23	21.18
4	15.66	16.04	16.43	16.81	17.21	17.75	18.24	18.53	18.86	19.77	20.72	21.70
5	15.91	16.31	16.71	17.10	17.75	18.51	19.03	19.34	19.76	20.70	21.69	22.72
6	16.17	16.58	17.05	17.74	18.53	19.33	19.87	20.26	20.70	21.69	22.72	23.81
7	16.71	17.07	17.78	18.51	19.34	20.17	20.78	21.20	21.69	22.72	23.81	24.93
8	17.40	17.81	18.55	19.33	20.18	21.07	21.72	22.15	22.72	23.81	24.93	26.13
9	18.14	18.58	19.36	20.17	21.08	22.01	22.71	23.19	23.81	24.93	26.13	27.41
10	18.91	19.38	20.22	21.07	22.02	22.98	23.74	24.28	24.93	26.13	27.41	28.69
11	19.72	20.23	21.10	22.01	22.99	24.01	24.82	25.41	26.13	27.41	28.69	30.08
12	20.12	20.68	21.55	22.47	23.50	24.55	25.38	26.00	26.74	28.02	29.41	30.79
13	20.57	21.15	22.06	22.98	24.03	25.10	25.95	26.64	27.43	28.72	30.10	31.59
14	21.08	21.69	22.61	23.56	24.65	25.76	26.63	27.34	28.13	29.51	30.92	32.35
15	21.54	22.15	23.10	24.09	25.23	26.32	27.21	27.96	28.82	30.19	31.65	33.14
16	21.72	22.35	23.32	24.32	25.45	26.53	27.48	28.21	29.07	30.46	31.93	33.46
17	21.89	22.53	23.50	24.52	25.65	26.76	27.69	28.47	29.33	30.74	32.21	33.77
18	22.23	22.87	23.84	24.86	25.99	27.10	28.02	28.79	29.66	31.08	32.55	34.10
19	22.58	23.24	24.20	25.21	26.36	27.47	28.39	29.16	30.03	31.44	32.91	34.46
20	23.04	23.69	24.67	25.71	26.88	28.01	28.96	29.73	30.63	32.08	33.57	35.15
Over 20	23.61	24.30	25.31	26.38	27.56	28.72	29.70	30.52	31.42	32.91	34.45	36.07

Longevity

Longevity payments for regular service in the school system are as follows: \$1.00 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 ten (10).

### Health Assistants: Coverage of Emergency Healthcare Issues during Lunch

- A HCPSS Cluster Nurse will provide emergency health care coverage for 50% of the health assistants' scheduled lunch periods during each two-week period.
- On those days that the cluster nurse is not available to provide coverage for such emergencies, the health assistant will remain in the building during their scheduled lunch period.
- If a medical emergency arises during the health assistant's scheduled lunch period on such a day, the health assistant will respond to the situation and provide health care. Once the situation is addressed, the health assistant's lunch period will be extended by the period of interrupted time, to be taken during non-emergency time.
- Emergency health care situation/student symptoms that would result in the interruption of the health assistant's 30 minute duty-free lunch period include but are not limited to:
  - Anaphylactic reaction
  - Bleeding
  - Burns
  - Cardiac/heart distress; chest pain
  - Dental trauma
  - Drug/alcohol overdose/abuse
  - Exposure incidents-exchange of body fluids during fights, bites, etc.
  - Eye injury
  - Injury involving large bones (e.g. leg or arm)
  - Severe head, neck or back trauma; paralysis
  - Medication/treatment administration – emergency (Epi-Pen, Diastat, Glucagon, Nebulizer)
  - Pain – Severe abdominal pain for pregnant students
  - Poisoning
  - Psychiatric emergency
  - Respiratory distress
  - Seizure
  - Sexual assault/rape
  - Shock
  - Unconsciousness/unresponsiveness
- Health assistants will receive an additional 30 cents on their hourly rate as compensation to remain in the building during their duty-free lunch period.

### Paraeducators Assigned to Title 1 Schools

Paraeducators assigned to Title 1 schools will receive \$0.25 more per hour if they have attained Para Pro certification, an Associate's Degree in a related area of education, or 48 credit hours in a related area of education.

**ARTICLE 17  
SALARY SCALES  
INTERPRETERS**

**FISCAL YEAR 2017 (Effective July 1, 2016)**

GRADE				
	A	B	C	D
STEP				
1	20.77	27.55	30.49	31.68
2	21.38	28.37	31.40	32.59
3	22.01	29.20	32.33	33.54
4	22.66	30.08	33.29	34.51
5	23.08	30.95	34.29	35.49
6	23.08	31.89	35.32	36.52
7	23.08	32.82	36.35	37.56
8	23.08	33.76	37.44	38.65
9	23.08	34.80	38.56	39.76
10	23.08	35.82	39.71	40.91
11	23.08	36.89	40.88	42.09
12	23.08	37.97	42.10	43.30
13	23.08	38.93	43.34	44.54
14	23.08	39.89	44.66	45.85
15	23.08	40.88	45.97	47.19
16	23.08	41.30	46.39	47.60
17	23.44	41.66	46.76	47.96
18	23.91	42.48	47.69	48.92
19	24.52	43.62	48.97	50.22

**ARTICLE 17  
SALARY SCALES  
INTERPRETERS**

**FISCAL YEAR 2018 (Effective July 1, 2017)**

GRADE				
	A	B	C	D
STEP				
1	21.19	28.10	31.10	32.31
2	21.81	28.94	32.03	33.24
3	22.45	29.78	32.98	34.21
4	23.11	30.68	33.96	35.20
5	23.54	31.57	34.98	36.20
6	23.54	32.53	36.03	37.25
7	23.54	33.48	37.08	38.31
8	23.54	34.44	38.19	39.42
9	23.54	35.50	39.33	40.56
10	23.54	36.54	40.50	41.73
11	23.54	37.63	41.70	42.93
12	23.54	38.73	42.94	44.17
13	23.54	39.71	44.21	45.43
14	23.54	40.69	45.55	46.77
15	23.54	41.70	46.89	48.13
16	23.54	42.13	47.32	48.55
17	23.91	42.49	47.70	48.92
18	24.39	43.33	48.64	49.90
19	25.01	44.49	49.95	51.22

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; NIC Level 1 Certified and Level 2 Advanced Certification, NIC Certification (certified after 7/1/12), or Ed: K-12 Certification (EIPA 4.0).
- D: NAD Level 5 Master Certification; NIC Level 3 Master Certification; Any two certifications from Grade C.

### 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 \$1.50 per hour.
3. Freelance work by interpreters will be reimbursed at the rate of \$35 per hour for non-certificated Interpreters, \$40 per hour for certificated interpreters who meet the requirements of salary grade "C," and \$45 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: \$1.00 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 2017 (Effective July 1, 2016)**

	School Based, Float Pool Hourly Rate	Cluster Nurse Hourly Rate
	A	B
STEP		
1	30.44	31.95
2	30.80	32.32
3	31.73	33.28
4	32.67	34.28
5	33.65	35.31
6	34.63	36.34
7	35.68	37.43
8	36.74	38.57
9	37.80	39.68
10	38.93	40.86
11	40.11	42.08
12	41.27	43.32
13	42.48	44.58
14	43.76	45.92
15	45.07	47.29
16	46.39	48.71
17	47.77	50.14
18	48.13	50.51
19	48.13	50.51
20	48.13	50.51
21	48.49	50.87
22	49.46	51.89
23	50.79	53.28

**ARTICLE 17  
SALARY SCALES  
NURSES**

**FISCAL YEAR 2018 (Effective July 1, 2017)**

	School Based, Float Pool Hourly Rate	Cluster Nurse Hourly Rate
	A	B
STEP		
1	31.05	32.59
2	31.42	32.97
3	32.36	33.95
4	33.32	34.97
5	34.32	36.02
6	35.32	37.07
7	36.39	38.18
8	37.47	39.34
9	38.56	40.47
10	39.71	41.68
11	40.91	42.92
12	42.10	44.19
13	43.33	45.47
14	44.64	46.84
15	45.97	48.24
16	47.32	49.68
17	48.73	51.14
18	49.09	51.52
19	49.09	51.52
20	49.09	51.52
21	49.46	51.89
22	50.45	52.93
23	51.81	54.35

Notes

1. Longevity payments for regular service in the school system are as follows: \$1.00 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 and Telemedicine nurses shall receive an additional \$1.55 per hour.
3. Nurses who qualify for and receive National School Nurse Certification will receive an additional \$1.00 per hour as long as the certification is maintained. (This provision will be effective July 1, 2016.)

**ARTICLE 17  
SALARY SCALES  
CENTRAL OFFICE TECHNICAL 10 MONTH  
SCHOOL-BASED EMPLOYEES, 10 MONTH  
FISCAL YEAR 2017 (Effective July 1, 2016)**

	GRADE							
STEP	20	21	22	23	24	25	26	27
1	30,571	34,934	37,791	40,348	53,886	60,955	71,483	77,950
2	32,076	36,436	39,296	41,852	55,389	62,459	72,986	79,455
3	33,579	37,941	40,799	43,356	56,894	63,962	74,492	80,958
4	35,084	39,444	42,303	44,860	58,397	65,466	75,995	82,463
5	36,587	40,949	43,807	46,365	59,903	66,970	77,500	83,967
6	38,093	42,454	45,311	47,869	61,405	68,474	79,003	85,471
7	39,596	43,958	46,815	49,373	62,910	69,978	80,508	86,975
8	41,101	45,462	48,320	50,877	64,413	71,483	82,011	88,479
9	42,604	46,966	49,824	52,381	65,918	72,986	83,516	89,984
10	44,109	48,470	51,328	53,886	67,421	74,492	85,020	91,487
11	45,612	49,974	52,833	55,389	68,925	75,995	86,524	92,991
12	47,116	51,478	54,336	56,894	70,430	77,500	88,029	94,495
13	48,620	52,982	55,841	58,397	71,933	79,003	89,533	95,999
14	50,124	54,486	57,343	59,903	73,438	80,508	91,037	97,503
15	51,628	55,990	58,848	61,405	74,941	82,011	92,540	99,007
16	53,133	57,495	60,351	62,910	76,447	83,516	94,044	100,512
17	54,637	59,000	61,857	64,413	77,950	85,020	95,547	102,015
18	56,141	60,503	63,360	65,918	79,455	86,524	97,052	103,520
19	57,645	62,008	64,865	67,421	80,958	88,029	98,555	105,024
20	59,149	63,511	66,368	68,925	82,463	89,533	100,060	106,529
21	60,653	65,016	67,873	70,430	83,967	91,037	101,564	108,032
22	62,158	66,518	69,377	71,933	85,471	92,540	103,069	109,537
23	63,661	68,023	70,881	73,438	86,975	94,044	104,573	111,040
24	65,166	69,526	72,385	74,941	88,479	95,547	106,077	112,545
25	66,669	71,031	73,889	76,447	89,984	97,052	107,581	114,049
26	67,195	71,556	74,414	76,972	90,510	97,577	108,107	114,575
27	67,669	72,031	74,888	77,448	90,984	98,053	108,582	115,049
28	69,021	73,471	76,385	78,995	92,802	100,012	110,752	117,349
29	70,876	75,450	78,446	81,130	95,325	102,737	113,778	120,562

**ARTICLE 17  
SALARY SCALES  
CENTRAL OFFICE TECHNICAL 10 MONTH  
SCHOOL-BASED EMPLOYEES, 10 MONTH**

**FISCAL YEAR 2018 (Effective July 1, 2017)**

	GRADE							
STEP	20	21	22	23	24	25	26	27
1	31,182	35,633	38,547	41,155	54,964	62,174	72,913	79,509
2	32,718	37,165	40,082	42,689	56,497	63,708	74,446	81,044
3	34,251	38,700	41,615	44,223	58,032	65,241	75,982	82,577
4	35,786	40,233	43,149	45,757	59,565	66,775	77,515	84,112
5	37,319	41,768	44,683	47,292	61,101	68,309	79,050	85,646
6	38,855	43,303	46,217	48,826	62,633	69,843	80,583	87,180
7	40,388	44,837	47,751	50,360	64,168	71,378	82,118	88,715
8	41,923	46,371	49,286	51,895	65,701	72,913	83,651	90,249
9	43,456	47,905	50,820	53,429	67,236	74,446	85,186	91,784
10	44,991	49,439	52,355	54,964	68,769	75,982	86,720	93,317
11	46,524	50,973	53,890	56,497	70,304	77,515	88,254	94,851
12	48,058	52,508	55,423	58,032	71,839	79,050	89,790	96,385
13	49,592	54,042	56,958	59,565	73,372	80,583	91,324	97,919
14	51,126	55,576	58,490	61,101	74,907	82,118	92,858	99,453
15	52,661	57,110	60,025	62,633	76,440	83,651	94,391	100,987
16	54,196	58,645	61,558	64,168	77,976	85,186	95,925	102,522
17	55,730	60,180	63,094	65,701	79,509	86,720	97,458	104,055
18	57,264	61,713	64,627	67,236	81,044	88,254	98,993	105,590
19	58,798	63,248	66,162	68,769	82,577	89,790	100,526	107,124
20	60,332	64,781	67,695	70,304	84,112	91,324	102,061	108,660
21	61,866	66,316	69,230	71,839	85,646	92,858	103,595	110,193
22	63,401	67,848	70,765	73,372	87,180	94,391	105,130	111,728
23	64,934	69,383	72,299	74,907	88,715	95,925	106,664	113,261
24	66,469	70,917	73,833	76,440	90,249	97,458	108,199	114,796
25	68,002	72,452	75,367	77,976	91,784	98,993	109,733	116,330
26	68,539	72,987	75,902	78,511	92,320	99,529	110,269	116,867
27	69,022	73,472	76,386	78,997	92,804	100,014	110,754	117,350
28	70,401	74,940	77,913	80,575	94,658	102,012	112,967	119,696
29	72,294	76,959	80,015	82,753	97,232	104,792	116,054	122,973

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  
SCHOOL-BASED EMPLOYEES, 12 MONTH**

**FISCAL YEAR 2017 (Effective July 1, 2016)**

GRADE								
	20	21	22	23	24	25	26	27
STEP								
1	36,620	41,854	45,283	48,352	64,597	73,080	85,715	93,475
2	38,136	43,369	46,799	49,868	66,112	74,596	87,230	94,991
3	39,651	44,886	48,316	51,384	67,629	76,111	88,746	96,507
4	41,168	46,402	49,832	52,900	69,145	77,629	90,263	98,023
5	42,684	47,918	51,348	54,416	70,662	79,145	91,780	99,540
6	44,200	49,435	52,865	55,933	72,177	80,661	93,295	101,057
7	45,716	50,951	54,380	57,448	73,692	82,176	94,811	102,572
8	47,233	52,467	55,896	58,965	75,209	83,692	96,328	104,088
9	48,749	53,982	57,413	60,481	76,725	85,208	97,844	105,605
10	50,265	55,499	58,929	61,997	78,241	86,723	99,360	107,120
11	51,781	57,015	60,445	63,513	79,757	88,241	100,876	108,637
12	53,297	58,532	61,961	65,030	81,274	89,757	102,392	110,153
13	54,814	60,048	63,478	66,546	82,789	91,273	103,907	111,670
14	56,331	61,564	64,992	68,063	84,305	92,789	105,423	113,185
15	57,846	63,080	66,509	69,578	85,823	94,305	106,940	114,701
16	59,362	64,597	68,025	71,094	87,339	95,821	108,457	116,218
17	60,878	66,112	69,542	72,610	88,854	97,339	109,972	117,735
18	62,394	67,629	71,057	74,126	90,371	98,854	111,489	119,250
19	63,910	69,145	72,573	75,642	91,887	100,370	113,005	120,767
20	65,426	70,662	74,090	77,158	93,402	101,886	114,521	122,283
21	66,943	72,177	75,606	78,675	94,919	103,403	116,036	123,798
22	68,458	73,692	77,122	80,190	96,436	104,919	117,554	125,314
23	69,974	75,209	78,639	81,706	97,952	106,435	119,070	126,832
24	71,490	76,725	80,155	83,223	99,467	107,952	120,585	128,348
25	73,008	78,241	81,670	84,740	100,984	109,467	122,102	129,863
26	73,533	78,766	82,196	85,265	101,509	109,993	122,627	130,389
27	74,185	79,419	82,848	85,917	102,161	110,645	123,279	131,041
28	75,667	81,005	84,503	87,632	104,203	112,856	125,744	133,660
29	77,676	83,166	86,761	89,979	107,016	115,911	129,162	137,300

**ARTICLE 17  
SALARY SCALES  
CENTRAL OFFICE TECHNICAL, 12 MONTH  
SCHOOL-BASED EMPLOYEES, 12 MONTH  
FISCAL YEAR 2018 (Effective July 1, 2017)**

	GRADE							
	20	21	22	23	24	25	26	27
STEP								
1	37,352	42,691	46,189	49,319	65,889	74,542	87,429	95,345
2	38,899	44,236	47,735	50,865	67,434	76,088	88,975	96,891
3	40,444	45,784	49,282	52,412	68,982	77,633	90,521	98,437
4	41,991	47,330	50,829	53,958	70,528	79,182	92,068	99,983
5	43,538	48,876	52,375	55,504	72,075	80,728	93,616	101,531
6	45,084	50,424	53,922	57,052	73,621	82,274	95,161	103,078
7	46,630	51,970	55,468	58,597	75,166	83,820	96,707	104,623
8	48,178	53,516	57,014	60,144	76,713	85,366	98,255	106,170
9	49,724	55,062	58,561	61,691	78,260	86,912	99,801	107,717
10	51,270	56,609	60,108	63,237	79,806	88,457	101,347	109,262
11	52,817	58,155	61,654	64,783	81,352	90,006	102,894	110,810
12	54,363	59,703	63,200	66,331	82,899	91,552	104,440	112,356
13	55,910	61,249	64,748	67,877	84,445	93,098	105,985	113,903
14	57,458	62,795	66,292	69,424	85,991	94,645	107,531	115,449
15	59,003	64,342	67,839	70,970	87,539	96,191	109,079	116,995
16	60,549	65,889	69,386	72,516	89,086	97,737	110,626	118,542
17	62,096	67,434	70,933	74,062	90,631	99,286	112,171	120,090
18	63,642	68,982	72,478	75,609	92,178	100,831	113,719	121,635
19	65,188	70,528	74,024	77,155	93,725	102,377	115,265	123,182
20	66,735	72,075	75,572	78,701	95,270	103,924	116,811	124,729
21	68,282	73,621	77,118	80,249	96,817	105,471	118,357	126,274
22	69,827	75,166	78,664	81,794	98,365	107,017	119,905	127,820
23	71,373	76,713	80,212	83,340	99,911	108,564	121,451	129,369
24	72,920	78,260	81,758	84,887	101,456	110,111	122,997	130,915
25	74,468	79,806	83,303	86,435	103,004	111,656	124,544	132,460
26	75,004	80,341	83,840	86,970	103,539	112,193	125,080	132,997
27	75,669	81,007	84,505	87,635	104,204	112,858	125,745	133,662
28	77,180	82,625	86,193	89,385	106,287	115,113	128,259	136,333
29	79,230	84,829	88,496	91,779	109,156	118,229	131,745	140,046

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 2017 (Effective July 1, 2016)**

STEP	GRADE	
	II	III
1	12.40	12.88
2	12.64	13.38
3	13.09	13.85
4	13.56	14.36
5	14.06	14.89
6	14.57	15.43
7	15.10	15.98
8	15.63	16.56
9	16.21	17.17
10	16.81	17.80
11	17.43	18.47
12	18.06	19.13
13	18.72	19.85
14	19.40	20.57
15	19.88	21.04
16	20.24	21.40
17	20.63	21.83
18	21.15	22.39

**ARTICLE 17  
SALARY SCALES  
FOOD AND NUTRITION SERVICE ASSISTANTS  
FISCAL YEAR 2018 (Effective July 1, 2017)**

STEP	GRADE	
	II	III
1	12.65	13.14
2	12.89	13.65
3	13.35	14.13
4	13.83	14.65
5	14.34	15.19
6	14.86	15.74
7	15.40	16.30
8	15.94	16.89
9	16.53	17.51
10	17.15	18.16
11	17.78	18.84
12	18.42	19.51
13	19.09	20.25
14	19.79	20.98
15	20.28	21.46
16	20.64	21.83
17	21.04	22.27
18	21.57	22.84

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 \$1.00 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 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, 2016 and shall continue in full force and effect through June 30, 2018.

This Tentative Agreement (TA) is contingent upon the Board of Education receiving or identifying sufficient revenue to fund the fiscal items. In the event the TA is not fully funded for the duration of this Agreement the parties shall engage in further negotiations.

If at the conclusion of negotiations, the initial TA cannot be fully implemented due to lack of funding from the County for the 2<sup>nd</sup> year of this Agreement, and if the Board lacks sufficient surplus funds to implement the 2<sup>nd</sup> year of the TA, then the parties agree to proceed in the following manner regarding both funding and language items:

- A. During the final budget approval process, any additional funds that are identified or available within the Board's budget, shall be used, to the extent possible, to fully fund the priorities identified herein below:
  - Living wage
  - Increment
  - Two (2) percent scale adjustment
  - Limited salary reductions resulting from delayed implementation of new scales
  - Limited furlough days
  
- B. The following Articles shall be opened for further negotiations, the results to be part of the negotiated Agreement effective July 1, 2017:
  - Article 7, Section 7.1.C, Sick leave
  - Article 9 (Protection of Members)

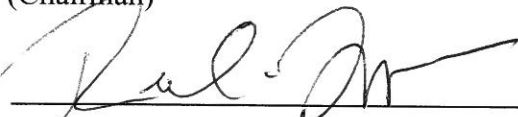
In witness whereof, the parties hereunto set their hand and seals this 24th day of March, 2016.

**BOARD OF EDUCATION OF HOWARD COUNTY**

by:

  
\_\_\_\_\_

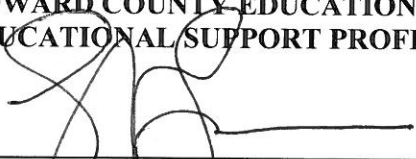
(Chairman)

  
\_\_\_\_\_


(Superintendent)

**HOWARD COUNTY EDUCATION ASSOCIATION  
EDUCATIONAL SUPPORT PROFESSIONALS**

by:

  
\_\_\_\_\_

(President)

  
\_\_\_\_\_

(Secretary)