Agreement between SEIU Local 500 and MCPS For School Years 2011 – 2014

Wages

- F.Paraeducator Compensation for Class Coverage—Paraeducators will be compensated for class coverage when such coverage involves having the paraeducator work from a prescribed lesson plan designed to ensure continuity of instruction in the absence of a teacher, and when such coverage is provided for a minimum of two hours in a given day. Should a paraeducator cover a class or classes without a regular teacher or a substitute teacher present, and such coverage is for the required total amount of time, whether for a consecutive period(s) of time or not, the paraeducator shall receive a class coverage premium of \$7.50 per hour for all time spent providing such coverage for that day. Should the coverage for a qualifying assignment be continuous into the following school day, the class coverage premium shall continue, beginning with the first hour of continuous coverage the following school day. Routine recess, lunch hour, and bus duty responsibilities will not constitute a break in class coverage assignments. All class coverage hours worked by a paraeducator must fall within his/her assigned duty hours and are not to extend beyond the number of hours of his/her daily assignment. It is further understood that it is the responsibility of the paraeducator's supervisor to ensure that work is assigned to the employee within the employee's assigned duty hours. Nothing in this section is intended to allow a paraeducator to perform class coverage duties without compensation as provided for above. The parties agree to jointly monitor the utilization of paraeducators for class coverage. Where a paraeducator is not available the principal may designate another support staff employee qualified to perform such work. In such instances, the class coverage premium shall apply when the class coverage work meets the requirements of this section.
- G.Pay Differential for Interpreting Responsibilities—A unit member may receive pay differential for utilizing advanced skills in oral communication and comprehension in English and another language that has been determined to be eligible for receipt of the pay differential, and if the unit member utilizes such skills to meet the needs of the work-site community in a manner that is beyond the duties and responsibilities for the position to which the unit member is assigned. The following conditions will apply:
 - 1.Prior to becoming eligible for the pay differential, the bargaining unit member must pass an oral language proficiency and interpreting examination designed to assess advanced oral and interpreting skills in an eligible language.
 - 2. Compensation is \$9.00 per hour, in addition to the unit member's regular rate of pay, for all hours actually worked utilizing the skills, with a minimum of one hour pay for each occurrence. The pay differential is applied in half-hour blocks after the first hour.
 - 3.All hours worked under this provision must fall within the assigned duty hours of the unit member and are not to extend beyond the number of hours of the unit member's daily assignment. It is the responsibility of the supervisor to ensure that such work is assigned to the unit member within the unit member's assigned duty hours.
 - 4.A unit member who has concerns about the impact of such an assignment on his/her regular responsibilities should raise those concerns with his/her supervisor. The principal or director involved will consider the concerns and make a decision about priorities.
 - 5. When a unit member is receiving the interpreting differential, the unit member's use of advanced language interpreting skills may become an element of the unit member's professional growth plan and the unit member's performance of advance language skills may be noted in the performance evaluation. Poor performance in this area will not adversely impact an employee's overall evaluation, but may lead to removal of certification for the differential.
 - 6.If a language is removed from the list of eligible languages, a bargaining unit member receiving pay differential for proficiency in that language will immediately cease to receive the differential pay.
 - 7.A unit member who has passed the proficiency exam may choose at any time to withdraw from the program and no longer be eligible for the interpreting differential.
 - 8.Decisions regarding the selection of languages for eligibility for differential pay, the content of language proficiency examinations, and decisions regarding whether a bargaining unit member satisfies language proficiency requirements are non-grievable and non-arbitrable.
 - 9. The Joint Labor/Management Collaboration Committee will review this program after it has been in effect for at least a year to determine whether or not it should be recommended for continuation; and if recommended, will consider future changes to the program to ensure that the objectives of this program are realized.