

TENTATIVE AGREEMENT
between
THE BOARD OF EDUCATION OF HARFORD COUNTY
and
THE HARFORD COUNTY EDUCATION ASSOCIATION

This tentative agreement is entered into between the BOARD OF EDUCATION OF HARFORD COUNTY (“the Board”) and the HARFORD COUNTY EDUCATION ASSOCIATION (“the Association” or “HCEA”), for the purpose of codifying the final terms of a Negotiated Agreement successfully negotiated between the Board and HCEA for the period July 1, 2010 through June 30, 2011.

The parties agree to the following modifications to the now expired, July 1, 2009 – June 30, 2010 Negotiated Agreement, which are to be incorporated into a newly drafted and executed Negotiated Agreement, whose term shall be from July 1, 2010 through June 30, 2011.

1. Unless otherwise contained herein, all of the terms and conditions of the previous (July 1, 2009 – June 30, 2010) Negotiated Agreement shall remain in effect through the balance of the term of the newly negotiated agreement.

2. Article VI (“Grievance Procedure”) of the expired contract shall be modified with the following additional provision:

The Association shall have the right to file grievances on its own behalf only with respect to issues that are specific to the Association’s rights. These are limited to the following: matters arising under Sections 2.2, 2.4, and 2.7 regarding renegotiations and the impasse procedure; and matters arising under Article IV governing Association-Board Relations.

3. The Board agrees to increase elementary planning time from 220 minutes per week to 225 minutes per week

4. The following language shall be included in the Article XIV (“Insurance”):

a. **Replace second paragraph of 14.1 with:**

Benefits Advisory Committee – The Board agrees to establish a Benefits Advisory Committee to provide input into maintaining quality and affordable benefits. It is understood that the recommendations of the committee do not constitute negotiations and are only advisory.

The focus of this committee shall be to:

- a) **Make recommendations on cost containment strategies**
- b) **Study, discuss, and recommend possible plan design changes**
- c) **Develop strategies to educate employees regarding benefit plans.**

The Benefits Advisory Committee will meet at least six (6) times per year. The committee will report to the Board on its work in public session on an annual basis. A copy of the report will be forwarded to the HCEA President for possible negotiations.

The composition of the committee will include up to three (3) representatives appointed by and representing the Board, one (1) representative from the Association appointed by President who is a current employee and enrolled in the HCPS health plan or the President may appoint himself/herself, (1) representative from each of the four (4) other employee groups appointed by their President or the President may appoint himself/herself, and one (1) person representing the retired employee’s association. Neither the Board’s or Association’s committee representative(s) shall serve simultaneously as a member of a negotiating team.

The Association representative appointed to the committee shall be released from school duties, if necessary, for meetings of the committee without loss of salary whenever it is jointly decided to hold such meetings during the school day.

Operational ground rules for of the Benefits Advisory Committee will be established by the members of the committee.

b. The parties agree that the current health insurance plan design, including copays and other employee costs towards health care services provided under this Agreement, shall remain in place under this Agreement, through June 30, 2011.

c. Effective with the commencement of negotiations towards a new Agreement to succeed this Agreement, the Board and the Union agree that the plan design in effect as of June 30, 2010, should be the base for further negotiations over plan design going forward.

d. Members of the HCEA bargaining unit shall be entitled to six (6) premium holidays during the life of the Negotiated Agreement, the dates of those holidays to be determined by the Board.

e. The parties agree to the elimination of the Traditional insurance plan effective June 30, 2010

5. Deletion of the last sentence of 11.4 and add this second paragraph

The rules for the Sick Leave Bank will be established by a four (4) member Rules Committee, two (2) members appointed by the President of the HCEA and two (2) members appointed by the Superintendent. It shall be the purpose of this committee to recommend such rules as the committee considers appropriate for the operation of the Sick Leave Bank. These recommended rules must be approved by the

President of the HCEA and the Superintendent before said rules take effect. The committee will meet at least once per year.

6. Create a new 22.2 (renumber rest of Article XXII)

22.2* Any discipline of an employee by a supervisor shall be conducted in private, so as to avoid embarrassment to the employee, except when immediate action is required by the supervisor in an emergency situation.

7. Change 8.2 paragraph 1 to:

~~Meetings of the total faculty~~ **General faculty meetings, school improvement meetings and other meetings directly related to the teacher's assignment** will not be scheduled for more than once weekly for approximately fifty (50) minutes except in instances of school evaluation, the opening of a new school, and emergencies which affect the operation of the school. Meetings will not be scheduled on a regular basis on Fridays and the days before holidays.

8. The duration of the newly negotiated agreement shall be one (1) year, from July 1, 2010 through June 30, 2011.

9. The Association, for its part, will withdraw its pending grievance (American Arbitration Association Case No. 1639051910) with prejudice, and will promptly notify Arbitrator Michael Wolf of the settlement of the grievance. Any cancellation fees incurred on account of this settlement shall be shared equally between the parties.

10. The Association agrees not to file, either with the Maryland State Board of Education or the Maryland Public School Labor Relations Board, charges of bad faith bargaining or claims of other violations of Maryland's public school bargaining laws insofar as they arise

out of the allegedly unilateral change in the Board's health care plan design which became effective July 1, 2010.

11. The parties will promptly commence steps towards incorporating these changes into a newly published Negotiated Agreement for execution and distribution.

FOR THE BOARD OF EDUCATION
OF HARFORD COUNTY:

Jeffrey M. Farrow

Director of Management of Staff Relations

Title

11/23/10

Date

FOR THE HARFORD COUNTY
EDUCATION ASSOCIATION:

Patricia A. Kohler

MSEA Union Director for HCEA

Title

11/23/10

Date