

**HCESC 2010-2011 Proposals and Counter-Proposals for**  
**Negotiations with BOE on June 22, 2010**  
**5th Session**  
**(BEST & FINAL OFFER)**

**Cover**

Negotiated Agreement between the Board of Education of Harford County and the Harford County Educational Services Council - July 1, 2010 - June 30, 2011.

**Article I - General Provisions**

**1.3 Renegotiations.** The items of this agreement not requiring fiscal support, when duly ratified by the Association and the Board, shall be valid and binding on July 1, 2010.

**1.6 Duration of Agreement.** This agreement shall take effect on July 1, 2010, and remain in effect through June 30, 2011.

**HCESC - Board Relations**

**3.13. (NEW )Orientation.** *Each school year, HCESC shall provide the Board with informational packets for distribution to all new employees in the HCESC bargaining unit at the annual new employee orientation.*

**Article IV - Employee Rights**

**4.2 (NEW) Allegations -** *Employees will be notified of any formal allegations made against them by another employee, a parent, a student, or an administrator.*

## **Article V - Employment Conditions**

**5.5 Announcement of Vacancies** - Announcements regarding vacancies for entry level positions within the unit will be posted. *Announcements of entry level positions shall be posted on SharePoint for informational purposes for HCESC employees.*

*All positions within the HCESC bargaining unit which offer promotional opportunities will be posted. Current employees may express an interest in any position for which they qualify in accordance with the voluntary transfer procedure*

**5.11 Disciplinary Action** - *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. An employee may be disciplined, suspended or terminated in accordance with Harford County Public Schools policies and procedures....*

**5.21 (NEW) Hazardous Work Conditions** - *The Board of Education shall provide safe, sanitary, healthful working conditions compliant with state and federal guidelines.*

## **Article VI - Grievance Procedure**

**6.1 Grievance.** A grievance is an alleged violation, misinterpretation, or misapplication of the terms of the negotiated agreement between the Board and the Association. *A grievant is an employee, group of employees, or the Association filing a grievance on behalf of the bargaining unit.*

## **Article VII - Wages**

*All eligible employees shall receive longevity increments during the 2010-11 school year.*

**9.4 Personal Business Leave.** Unit members shall receive a total of three (3) work days per year with no loss in salary that may be used for personal business. Unit members employed on or after February 1 shall receive one (1) work day of personal business

leave. Effective July 1, 2006, unused personal business leave days may be accumulated up to no greater than five (5) days. On July 1 of each year any personal business days in excess of five (5) days will be converted to sick leave days.

*Personal business leave may be requested, with at least three (3) work days advance notice, through the appropriate principal or department head who shall not require a reason for the leave. If, however, an unforeseen circumstance requires the member's absence which could not be approved three days in advance, the reason for the absence shall be stated and the principal or department head may, at his/her discretion, approve the absence as a day of personal business leave. Personal business leave may be denied when, in the judgment of the principal or supervisor, the member's absence would impair the educational process. Personal business leave shall not be taken....*

**9.6 Bereavement Leave.** An employee will be permitted up to *seven (7)* consecutive days of absence...

#### **Article XI - Insurance**

**(NEW, replace current 11.3)**

**11.3 Benefits Advisory Committee.** The Board agrees to establish a Benefits Advisory Committee to provide ~~shareholder~~ input into maintaining quality and affordable benefits *with the understanding that the recommendations of the Benefits Advisory Committee do not constitute negotiations and are only advisory.*

The focus of the 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
- d) *discuss other issues upon mutual agreement*

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 an active full-time employee, one (1) representative from each of the four (4) other employee groups appointed by their President who are active full-time employees, up to two (2) representatives from each of the five (5) employee groups and one (1) person representing the retired employee's association.~~

The Association representatives(s) 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 the Benefits Advisory Committee will be established by the members of the committee.

**(NEW, 5/26/10)** 11.4 The Board *shall* make available the following health insurance programs to eligible employees who enroll in the programs: The Preferred Provider Program (PPN/PPO) plans and an HMO plan in effect as of November 2000, *or comparable plans providing comparable benefits and network* (including student endorsement 19-25). *These programs shall contain the current specific design plan benefits as described in the medical comparison charts effective 7/1/09. See Appendix for summary of benefits.*

The Board *shall* similarly make available to eligible employees who elect to enroll therein the choice of either the standard dental insurance plan or the Preferred Provider Dental Insurance plan in effect as of November 2000, *or comparable plans providing comparable benefits. These plans shall contain the current specific design plan benefits as described in the dental charts effective 7/1/09(See Appendix).*

The Board will not provide two insurance programs, e.g. Blue Cross/Blue Shield and an HMO program; or two different HMO programs for any eligible employees or eligible members of their families. This applies to all employees and eligible members of their families whose spouses are also employees of the school system. However, if one employee's eligibility for participation is terminated for any reason, the other employee family member shall continue to be eligible for the existing coverage.

**11.5 The Board's Rate of Contribution.** The Board's Rate of Contribution to the coverage made available under 11.1 is 90% of the total premium. The Board's rate of contribution applicable to the coverage made available under 11.4 shall be 90% of the total premium for all other provided health and dental insurance plans.

**Article XIII - Professional Development** (HCESC agrees to sign MOU)

**Article XIV - Salary**

*Longevity steps at the 29<sup>th</sup> and 34<sup>th</sup> year shall be added to the pay scales of the HCESC bargaining unit.*