

HCESC 2010-2011 Proposals and Counter-Proposals for
Negotiations with BOE on April 27, 2010
3rd Session

Cover

Negotiated Agreement between the Board of Education of Harford County and the Harford County Educational Services Council - July 1, 20092010- June 30, 20102012.

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, 2009-2010....

1.6 **Duration of Agreement.** This agreement shall take effect on July 1, 20092010, and remain in effect through June 30, 20102012. *The contract will re-open for salary only for the second year of the contract.* **Agreement?**

~~1.7 (NEW) — Fair Share Representation Fee — Upon enactment of fair share representation fee legislation pursuant to Section 6-407 of the Education Article of the Annotated Code of Maryland, bargaining unit employees who begin work after June 30 of the year of enactment shall, as a condition of employment, be required to either join the Association or pay a representation fee. This fee shall be based on chargeable activities and shall not exceed the membership dues of the Association.~~

~~Upon such enactment, any unit member hired after June 30 of that year who elects not to join the Association shall be required to pay the representation fee. Prior to each October 1, the Association shall notify the Board of Education of those unit members who have elected not to join the Association. The Board shall deduct such representation fee from employees' payroll checks in the same manner as HCESC dues are deducted pursuant to this Agreement.~~

~~The Association shall indemnify and save the Board harmless against any and all claims, demands, suits, and any other form of liability that shall arise 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 paragraph. If any provision of this paragraph is held to be in violation of any state or federal law, said provision shall be deemed to be modified to bring it into compliance with said law.~~ **WITHDRAW on 4/27/10**

HCESC - Board Relations

3.11. ~~Notices and Information.~~ The Board shall provide the Association, upon request with pertinent information developed by the school system which is reasonably necessary to represent employees in negotiations and grievances..... **WITHDRAW on 4/27/10** and agree to send the Board a list of requested items

- * 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. HCESC shall have the opportunity to address the new employees during the orientation session.

Article IV - Employee Rights

4.1 **Disciplinary Meeting.** An employee called to a meeting who has reasonable suspicion that the meeting may lead to disciplinary action may request that an Association representative be present at the meeting. ~~The meeting may be postponed for a reasonable time period to allow time for a union representative to be present at the meeting.~~ **WITHDRAW on 4/27/10**

- * **COUNTER on 4/27/10** - If a representative is not immediately available, the meeting shall be postponed up to 48 hours, unless circumstances dictate a more immediate response, and the Association would assign another representative to attend the meeting.

- * 4.2 **(NEW) Allegations** - **COUNTER on 4/27/10** - Employees will be notified in writing of any formal allegations made against ~~their conduct, character, performance, or personality~~ them by another employee, a parent, a student, or an administrator .

4.3 **(NEW) Criticism of Employees** - Professional criticism of an employee's work will not occur in the presence of parents, students, teachers, or other employees.

Article V - Employment Conditions

5.5 **Announcement of Vacancies** - Announcements regarding vacancies for entry level

positions within the unit will be posted as deemed appropriate. ~~All new positions and vacancies in existing positions shall be posted at each work location and on-line.~~

All Clerical 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 (section 4.6 section 5.7)....

COUNTER on 4/27/10 - We will withdraw our proposed changes to the language under "Announcement of Vacancies," but would request that this language be placed on SharePoint, separate from the negotiated agreement, for informational purposes for HCESC employees.

~~(NEW)The Board will encourage supervisors to interview current employees.~~

WITHDRAW on 4/27/10

5.11 Disciplinary Action - *Disciplinary action should as a general matter be progressive in nature and may include: a verbal or written reprimand, suspension with or without pay and termination. An employee may be disciplined, suspended or terminated for cause and 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

~~7.1 Pay Rates.....Inclusion Helpers will be paid \$9.15 per hour for school year 2009-2010. Beginning in school year 2010-11, Inclusion Helpers will be paid \$9.25 per hour (high school or high school equivalent), \$9.50 per hour (30+ college credits), \$9.75 per hour (60 credits or AA degree), and \$10.00 per hour (90+ credits).~~ **WITHDRAW on 4/27/10**

*Current

Article IX - Leave Provisions

9.1 **Annual Leave.** Annual leave must be planned to give the best practical continuous coverage....(OK)

Twelve-month employees earn annual leave as follows:

An employee who qualifies for annual leave with five (5) years or less of continuous service earns annual leave at a rate of one (1) day per month. (OK)

An employee who qualifies for annual leave with more than five (5) years of continuous service earns annual leave at a rate of one and one-quarter (1.25) days per qualifying month. (OK)

An employee who qualifies for annual leave with more than ~~fifteen (15)~~ *ten (10)* years of continuous service earns annual leave at a rate of one and one-half (1.5) days per qualifying month.

An employee who qualifies for annual leave with more than ~~twenty (20)~~ *fifteen (15)* years of continuous service earns annual leave at a rate of 1.67 days per qualifying month for a total of twenty (20) days per year.

W. Adams
~~A maximum of ~~twenty five (25)~~ *thirty (30)* days of accrued annual leave may be carried over to the next fiscal year. Accounting for annual leave is based upon the fiscal year. The date of initial employment and the date of termination of employment will determine the amount of annual leave earned on a pro-rata basis for that month.~~

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. **Agreement to restore this language.**

Personal business leave shall not be taken....



9.6 **Bereavement Leave.** An employee will be permitted up to *seven (7)* ~~six (6)~~ consecutive days of absence...

~~9.10 **Inclement Weather** Ten-month clerical and instructional employees (OK)~~

Codes
~~On days when schools are closed or opened on a delayed basis, all twelve-month clerical employees will report to work at their regularly scheduled time in accordance with established inclement weather procedures, unless they have requested and received approval to use annual or personal leave. *may report to work up to two (2) hours later than their regular starting time without the use of annual or personal leave. If the employee is unable to report due to inclement weather, liberal leave may be used with the approval of the appropriate supervisor.* If schools and offices are closed... (OK)~~



WITHDRAW on 4/27/10

~~9.13 **(NEW)Emergency Closings.** 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 used 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.~~
WITHDRAW on 4/27/10

Article X - Disposition of Unused Leave Upon Retirement, Resignation, or Death

~~10.2 **Payment for Unused Days of Sick Leave.** Employees who enter retirement from the Harford County Public Schools after ten (10) years of service in those schools shall receive payment for unused days of sick leave up to a maximum of 200 days (225 days for 12-month employees), effective.....~~ **WITHDRAW on 4/27/10**

Article IX - Insurance

11.3 **Insurance Advisory Committee**.....The committee will meet *semi-annually and as needed at mutually agreeable times* to confer on insurance issues as they arise and

make recommendations of possible changes in the implementation of the plans.
WITHDRAW on 4/27/10; will take up with committee

Article XII - Reimbursement

~~12.2 Reimbursement for Job-Related Courses or Training Programs. Harford County Public Schools will reimburse employees for the actual cost of tuition for job-related courses or training programs up to \$175.00 per credit. Courses for Nurses or graduate level work will be reimbursed at \$300.00 per credit.~~



4/27/10 - WITHDRAW sentence on nurses, however we would like to **COUNTER** with the following, "Harford County Public Schools will reimburse.....up to \$175.00 per credit or the current credit rate at Harford County Community College, whichever is greater."

Article XIII - Professional Development



13.1 (NEW) Professional Development Day. At least once a year on a day when students are not present, HCESC and the Board shall co-sponsor a Professional Development Day open to all employees in the HCESC bargaining unit. Scheduling of and a discussion of the program shall occur prior to the event between representatives of HCESC and a designated Board employee(s). School facilities will be made available. **COUNTER on 4/27/10 - "Upon mutual agreement and at least once a year...."**

~~13.2 (NEW) National Certification for Nurses. School Nurses who have completed and received National Certification (NCSN) shall receive an additional \$1,000 in salary per year.~~



WITHDRAW on 4/27/10, however we believe, similarly to the teacher's national certification, that national certification for nurses carries prestige for the nurse as well as the school system and would like to request that the Board co-sign a letter to the state requesting recognition of National Nurse Certification.

Article XIV - Salary

~~All employees in the HCESC bargaining unit shall receive a step increment on the appropriate anniversary date, if they are so entitled, for both years of the contract.~~
WITHDRAW on 4/27/10

Longevity steps at the 29th and 34th year shall be added to the pay scales of the HCESC

bargaining unit.

Counter-Proposals to Board of Education Proposals of 3/31/10

3.13. **Single School Waiver** - As stated at the 3/31/10 session, we oppose this item.

5.11 **Low Performing Schools** - As stated at the 3/31/10 session, we oppose this item, but would consider a MOU if we were given specific examples at a specific time.

Salary:

All eligible employees shall receive a longevity increase for the 2010-11 school year.

Health Insurance:

As stated previously, HCESC agrees to eliminate the Traditional plan.



As a negotiable item, we oppose all changes to the benefit design plan ie. Increase in co-pays, deductibles, and maximum limits.

Similarly, we oppose the Board's proposed decrease in rate of contribution from 90% to 80%.