

**HARFORD COUNTY EDUCATIONAL SERVICES
COUNCIL (HCEC)**

2010-2011 CONTRACT PROPOSALS

**FOR NEGOTIATIONS WITH THE HARFORD
COUNTY BOARD OF EDUCATION**

SPRING 2010



HCESC 2010-2011 Proposals (3/31/10)

Cover

Negotiated Agreement between the Board of Education of Harford County and the Harford County Educational Services Council - July 1, ~~2009~~ 2010- June 30, ~~2010~~ 2012

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, ~~2009~~2010, and remain in effect through June 30, ~~2010~~2012. *The contract will re-open for salary only for the second year of the contract.*

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.

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.....

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.*

4.2 **(NEW)Allegations** - *Employees will be notified in writing of any formal allegations made against their conduct, character, performance, or personality.*

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)~~....

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

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).

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.

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.

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)

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)*

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.

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.....

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.

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.*

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.*

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.*

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.

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

Results from IH survey

	<u>Additional Cost to Bd.</u>
Total IHs 165 @.10/hr. increase = \$ 138.00 (annually)	\$22,765.00
	- - - - -
IH w/ 30+ credits 26 @.35/hr. increase = \$ 483.00 (annually)	\$12,558.00
w/AA 10 @.60/hr. increase = \$ 828.00 (annually)	\$ 8,280.00
w/ BS degree 29 (+ w/Master's) <u>2</u>	
31 @.85/hr. increase = \$ 1,173.00 (annually)	<u>\$ 36,363.00</u>
Total cost for tiered schedule	\$79,966.00
	- - - - -
ALL IH <u>w/ 30+ credits</u> (including AA, BS, Master's)	
67 @.35/hr. increase = \$ 483.00 (annually)	\$32,361.00

Revised/ns

NURSING CERTIFICATION and COMPETENCY SUMMIT: Building a Research Agenda for Nursing Certification

The American Board of Nursing Specialties (ABNS), in partnership with, the Competency & Credentialing Institute (CCI), convened a *Nursing Certification and Competency Summit* in October 2009 in Baltimore, Maryland to create a collective research agenda for specialty nursing certification. As members of ABNS, the National Board of Certification for School Nurses (NBCSN) was represented at this meeting by Mary Ann Gapinski, current NBCSN President. Mary Ann was an active participant in the creation of a research agenda agreed upon by these collective nursing specialty organizations.

The event brought together 87 participants who represented nursing certification organizations, affiliated credentialing agencies, testing companies and consumer advocates. Over the course of two days of facilitated, iterative conversation, the Summit participants agreed on a set of research priorities. The agenda was based on a set of shared values of these nursing organizations and a collective commitment to furthering the state of the healthcare providers in a variety of practice settings, including the school setting, in understanding the value of nursing certification.

As a result of the collaborative work done by the Summit participants, a research agenda was formed. The purpose of this research agenda is to promote research that investigates the contribution of nursing certification to health care. The group participants developed and gained consensus on three overarching research priorities that serve as the framework for future research projects. The priorities are:

- the impact of certification on patient outcomes;

- continuing competence in nursing;
- and the impact of the health care work environment and certification.

These priorities were used to generate ideas for potential research projects for NBCSN:

- The impact of nursing certification on adverse events, symptom relief, failure to rescue, and other outcome-specific topics by nursing specialty. The "return to class" rate by NCSNs was identified as a potential indicator for a research project based on school nurse outcomes for NBCSN.
- Reviewing continuing competence best practices, methods, frequency and processes for recertification by school nurses. This includes exploration of portfolio-based recertification for NCSNs.
- Looking at the work environment and promotion of critical thinking skills of certified nurses. This includes evaluating the role of certified school nurses in relationship to the achievement of school district goals and retention of NCSNs in the districts where they are employed.

While these are not the final research projects or questions, these topics serve as a direction for future research for nurses including NBCSN. Using strategies identified by the Summit participants, NBCSN working with ABNS, will continue to refine the questions and work with content experts to design the projects. While some projects were initially defined as potential research projects, further conversation identified that some of these issues could be better addressed using marketing strategies. These topics included:

- Consumer/RN awareness of the value of certification; this would include other school nurses and par-

- ents within the school community.
- Employer value of certification, i.e., school administrators including both state boards of education and public health, local school boards, and other school staff appreciation of the value of employing and recognizing NCSNs within school communities.

Through Summit activities and discussions, a number of key characteristics emerged that were validated to be critical elements and/or values of a unified research agenda among nursing specialties. These discussions also impact school nurses and included such topics as:

- Certification makes a difference to the students that school nurses care for and impacts the care provided by all school nurses by improving school nursing standards.
- National Certification as a School Nurse is a marker of professional development and achievement.
- Research on nursing certification can be a collaborative process that is inclusive of a variety of stakeholders and partners - especially in the school setting.

Summit attendees agreed to a number of next steps that will move implementation of the research agenda forward. NBCSN will be asked to support and endorse this research agenda which will include financially supporting the implementation of such research, creating partnerships, and identifying marketing and communication strategies that define the value of certification across nursing specialties. If you have questions or interest in this process, please contact Mary Ann Gapinski, NBCSN President at mary.gapinski@state.ma.us for more information.

Great News! Online Practice Test Now Available

NBCSN is now offering an Online Practice Test for School Nurses covering content areas included in the Certification Examination for School Nurses. Following completion of the Test, participants will receive an immediate report of their scores by area.

Go to <https://secure.ptcnv.com/webtest/> to get more information and register

Please note: There is no guarantee that taking the Online Practice Test for School Nurses will ensure passing the Certification Examination for School Nurses.