

**HCESC 2010-2011 Proposals and Counter-Proposals for
Negotiations with BOE on May 26, 2010
4rd Session**

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.
WITHDRAW on 5/26/10; One-Year Agreement only

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. Agreed.**

1.6 **Duration of Agreement.** This agreement shall take effect on July 1, ~~2009~~2010, and remain in effect through June 30, ~~2010~~2012. 2011. ~~The contract will re-open for salary only for the second year of the contract.~~ **WITHDRAW ON 5/26/10**

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. 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.~~ **WITHDRAW on 5/26/10; accept Board's proposal to 5.11 Disciplinary Action**

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.*

5/26/10 Correction to COUNTER on 4/27/10 - We will withdraw our proposed changes to the language above but would propose that announcements of entry level positions be posted on SharePoint for informational purposes for HCESC employees. We maintain the proposed changes below.

~~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~~)....

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.~~ **WITHDRAW on 5/26/10 Replace with; "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 *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 (Board proposal) - No new longevity increments will be provided during the 2010-2011 fiscal year.

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

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.

WITHDRAW, 4/27/10 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 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...

Article XI - Insurance

~~**NO changes to the benefit design plan ie. Increase in co-pays, deductibles, and maximum limits.** WITHDRAW, see below, 5/26/10~~

~~**9.5 Similarly, NO CHANGES to the Board's rate of contribution of 90%.** WITHDRAW, 5/26/10, see below~~

~~**(NEW, 5/26/10) 11.4** Effective July 1 through June 30, The Board ~~will~~ **shall** make available ~~for the duration of the Agreement~~ the following health insurance programs to eligible employees who enroll in the programs: The Traditional health insurance and 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.* Participation in the Traditional Health Insurance Plan will be limited to those employees enrolled in the Plan on July 1, 2001. Employees who elect to terminate their participation in the Traditional Insurance Plan after that date shall not be eligible to re-enroll. **As stated previously, HCESC AGREES to eliminate the Traditional plan.**

For the PPN, the in-network lifetime maximum will be unlimited, the in-network office visit co-pay is \$15, or \$20 for a specialist, and the out-of-network office visit costs are covered at 80% of the allowed benefit.

The co-pay schedule for prescription drugs and oral contraceptives is \$10/\$25/\$40, and the co-pay for mail order drugs for maintenance medication is \$20 for up to 100 day supply.

Effective July 1 through June 30, the Board will shall similarly make available *for the duration of the Agreement* 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 ~~(WITHDRAW 5/26/10 80% of the total premium for the Traditional health insurance plan and)~~90% of the total premium for all other provided health and dental insurance 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.*~~

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 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

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

