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Harford County Board of Education and Harford County Educational Services Council (1989)
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Keywords
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Comments
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NEGOTIATED AGREEMENT

between

THE BOARD OF EDUCATION
OF HARFORD COUNTY

and

THE HARFORD COUNTY
EDUCATIONAL SERVICES COUNCIL

1989-90 through 1991-92
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THE BOARD OF EDUCATION
OF HARFORD COUNTY

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THE HARFORD COUNTY
EDUCATIONAL SERVICES COUNCIL

1989-90 through 1991-92

Note: All items in this Negotiated Agreement requiring fiscal support will be subject to the decisions of the Fiscal Authorities and the Board of Education's final actions on the 1990-91 and 1991-92 operating budgets for the school system.
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ARTICLE I
General Provisions

1.1 Recognition. In view of the certification of the Board of Education of Harford County, Maryland, hereinafter referred to as the "Board," and in accordance with Education Article, Title 6, Subtitle 5, the Harford County Educational Services Council (HCESC) is officially recognized as the exclusive public school employee organization for Unit I - Clerical, Instructional Assistants, Nurses, Technicians, and related personnel who work twenty (20) or more hours per week.

1.2 Definition of Terms.
(a) The term "Member" or "Employee" as it appears in this agreement, shall include all members of the unit represented by the Council.
(b) The term "Superintendent," as it appears in this agreement, shall refer to the Superintendent of Schools for the Board of Education of Harford County, Maryland.

1.3 The items of this agreement not requiring fiscal support, when duly ratified by the Council and the Board shall be valid and binding on July 1, 1989. The items which require fiscal support shall be valid and binding to the extent that sufficient funds are guaranteed and/or made available by the Harford County fiscal authorities to fully implement said items.

1.4 If categories which contain requests for funds to support items in this agreement are reduced by the County Council, further negotiations on these items shall begin after the action by the County Council and conclude not later than June 15.

1.5 If any provision of this agreement or any application of the agreement to any party to this agreement shall be found contrary to law, then such provisions or application shall not be deemed valid and subsisting except to the extent permitted by law; but all other provisions or applications shall continue in full force and effect.

1.6 Negotiations for a succeeding agreement shall begin on the third duty day in November and conclude no later than the third duty day following January 1, unless the parties mutually agree to extend the date.

1.7 Impasse Procedure. If, at the designated time for the conclusion of formal negotiations, agreement has not been reached, or at the request of either party, the provisions for handling an impasse as provided by Education Article, Title 6, Subtitle 5, of the Annotated Code of Maryland, shall

1.
apply. The impasse procedure shall be postponed upon mutual consent of both parties.

In the event that the State Superintendent of Schools determines that an impasse is reached, the Council and the Board may, by mutual consent, request the assistance and advice of the State Board of Education. In the absence of such mutual consent, at the request of either party, a panel shall be named to aid in the resolution of differences.

The panel shall be named as provided in Education Article, Title 6, Subtitle 5, Section 6-510(d), of the Annotated Code of Maryland. In the event that the two initial panel members cannot agree upon a third party, the third member of the panel shall be determined by:

1. Requesting a list of nine arbitrators from the American Arbitration Association. (A list of five arbitrators may be requested in the event that there is mutual agreement to do so.)
2. Drawing lots to determine which of the two initial panel members shall first strike a name from the list.
3. Alternately striking names from the list until one name remains, such person to be the third panel member.

All other provisions for handling an impasse as provided by Education Article, Title 6, Subtitle 5, of the Annotated Code of Maryland, shall apply.

1.8 This agreement shall take effect on July 1, 1989, and shall remain in full force and effect through June 30, 1992, and incorporates the entire understanding of the parties on all matters which were the subject of negotiations. During the term of this agreement, neither party will be required to negotiate with respect to any matter whether or not covered by this agreement and whether or not within the knowledge or contemplation of either or both of the parties at the time they negotiated or executed this agreement. This agreement may not be modified in whole or in part except by an instrument in writing duly executed by both parties.
ARTICLE II
Board’s Rights

Subject to the terms and conditions of this agreement and to the authority of the State Board of Education under Education Article, of the Annotated Code of Maryland, it shall be the exclusive function of the Superintendent of Schools and the Board to determine the mission of the county public education system; set the standards of service to be offered; maintain the efficiency of operations; determine the methods, means and personnel by which such operations are to be conducted; and to take whatever action and issue rules, policies, and regulations necessary to carry out the mission of the county public education system for which they are responsible and which is entrusted to them.

ARTICLE III
HCESC - Board Relations

3.1 Every employee shall be given a copy of the negotiated agreement. The cost of publishing the tentative agreement prior to ratification shall be shared equally by both parties. The cost of publishing the finally ratified negotiated agreement will be borne by the Board.

3.2 HCESC may use the interschool courier and central office mailboxes for legitimate council business upon approval of the Superintendent.

3.3 Payroll Deduction Authorization. The Council will submit an authorization card for each employee who wishes to participate in payroll deduction for the Harford County Educational Services Council dues. Each card must bear the original signature of the employee who authorizes this deduction. These cards will be submitted to the Director of Finance prior to November 1 of each year. Between November 1 and November 30, the Council will be supplied with a list of employees on payroll deduction as of October 31. The card shall contain the following information:

<table>
<thead>
<tr>
<th>Name</th>
<th>Social Security Number</th>
</tr>
</thead>
<tbody>
<tr>
<td>Address</td>
<td>School</td>
</tr>
</tbody>
</table>

**Payroll Deduction Authorization**

I hereby authorize the Board of Education of Harford County to deduct the total amount of dues for the Harford County Educational Services Council.

<table>
<thead>
<tr>
<th>Date</th>
<th>Signature</th>
</tr>
</thead>
<tbody>
<tr>
<td>3.</td>
<td></td>
</tr>
</tbody>
</table>
These deductions shall continue for each subsequent year unless the Director of Finance is notified, in writing, prior to September 30 for the following deduction period.

Payroll deduction shall begin with the last pay in November and continue until the total amount of dues has been withheld.

Dues deduction will automatically be discontinued with the termination of employment.

3.4 Council Meetings. The Council shall have the right to use facilities of the Harford County Public Schools for meetings, without cost, by using existing request procedures.

3.5 Council Participation. The Board and the Council agree not to interfere with the right of an employee to join and participate in the Council or not to join or participate in the Council.

3.6 Visitation. Council representatives who are not employees of the Harford County Public Schools may enter facilities for such things as the delivery of items or short conferences. They will first report to the appropriate administrator or designee; and, if in his or her judgment their continued presence will not be contrary to the best interest of the school, they may remain.

3.7 Bulletin Boards. The principal or other appropriate supervisor will designate a bulletin board or portion thereof for the display of appropriate and legitimate Council materials.

3.8 The provisions of Sections 3.2 and 3.3 shall not be made available to any other organization seeking to represent unit members.

ARTICLE IV
Employment Conditions

4.1 Various Work Periods. There are school year, 10-month, 11-month and 12-month positions. In addition, there are some part-time and/or temporary positions.

4.2 Probationary Periods. All new employees are on probation for the first six months of employment. During the probationary period, an employee may be released at any time.
During the sixth month of service of the probationary employee the principal or supervisor under whom the individual works will recommend that the person be granted permanent status or that the probationary period be extended for a period of up to sixty (60) work days, or that the person be terminated.

4.3 Announcement of Vacancies. Announcements regarding vacancies for nurses, instructional assistants, technicians, and entry-level clerical positions, i.e., Clerk Typist I, will be made only as deemed appropriate.

Clerical positions which offer promotional opportunities for unit members will be announced.

When a position is announced, all unit members who wish to be considered for the position must be qualified for the position as of the date of the announcement and must apply in writing within the specified time limit stated on the announcement. Only those who apply in writing will be considered.

When a position is not announced, in accordance with the voluntary transfer procedure (Section 4.5) those unit members who have on file a written request for consideration for such a position and location will be contacted and considered for the position if their records show they are qualified for the position at the time the vacancy occurs.

4.4 Promotion. Qualifications, work performance, and experience will be considered in all promotions. When all other factors are equal, the first preference will be given to employees in the Harford County Public Schools.

4.5 Voluntary Transfer. Requests for transfer will be accepted only from non-probationary employees. The requests must be in writing and must be received in the Personnel Office prior to April 1 of the current year.

Nurses, instructional assistants and technicians will not be considered for transfer to vacancies which are identified after August 15.

Requests for transfer must be renewed each year to remain active.
4.6 Administrative Transfer. When it is necessary due to a reduction in staff to select an employee for transfer where a transfer has not been requested, the Board shall consider qualifications, work performance, and length of service in determining which employee is to be transferred. When all other factors are equal, length of continuous service in Harford County will be the determining factor.

4.7 Involuntary Transfer. If, as a solution to a problem (different from those listed in "Administrative Transfer") an employee is to be transferred to another school, such a transfer may not be effected until after a meeting between the employee involved and the appropriate administrator(s). At this time, the employee shall be notified of the reason(s) for transfer and shall be given the opportunity to respond. In the event that an employee objects to the transfer, he or she shall, upon request, have a meeting with the Superintendent or designee. The employee, at his or her option, may have a person of his or her choice accompany him or her at the meeting.

4.8 Reduction in Force. Qualifications, work performance and length of service will be considered in a reduction in force. When all other factors are equal, length of continuous service in Harford County will be the determining factor. The employees who are separated shall be placed on a priority recall list for a period of two (2) years and shall be recalled in reverse order of their separation when appropriate positions become available.

An employee on the priority recall list shall be notified in writing of any vacancy which occurs in his or her field of employment and shall indicate in writing within ten (10) days of the receipt of the letter his or her acceptance or rejection of the position.

Leaves of absence will not be regarded as a break in the continuity of service although leave time will not count as active service.

A reduction in force will be conducted in accordance with the Reduction in Force Procedures for Supporting Services Personnel. These procedures will remain in effect for the duration of this Agreement.

This section will not be subject to the grievance procedure; however, it will be subject to the administrative appeal procedure.
4.9 Disciplinary Action. An employee may be dismissed, suspended without pay and/or demoted in step and/or grade for misconduct, incompetency, insubordination, willful neglect of duty, repeated unauthorized absence, unsatisfactory work performance, or any other good and sufficient reason. For this section, the grievance procedure will apply only through Step 3. Following the Step 3 meeting, the Superintendent will make the determination.

This section will not be subject to the grievance procedure; however, it will be subject to the administrative appeal procedure.

4.10 Notice of Leaving. It is expected that permanent status employees will give a minimum of two weeks' notice in writing when they intend to leave.

4.11 Tuberculosis Check. All employees of the Harford County Public Schools must meet the requirements for medical screening for tuberculosis as established by the Department of Health. An appropriate tuberculosis test will be made available to all employees free of charge.

4.12 Evaluation. Employees will be evaluated on an annual basis or more frequently if deemed necessary, and informed of the quality of their work.

Employees who have completed their probationary periods will receive copies of their evaluations at least five (5) duty days before the end of their work year.

4.13 Personnel Files. Employees shall be able, upon appointment and with or without an associate, to review the contents of the evaluation file and the personnel file concerning themselves. This review shall not include confidential material such as reference letters, credentials, or basic data received in the course of initial employment.

Complaints of a serious nature which shall be included in the personnel file of the employee shall be brought to the attention of the employee so that he or she may respond to them.

An employee may upon request attach a signed and dated addendum to these documents to which he or she has access.

4.14 The duty-free lunch period for employees who are located in a school; e.g., clerical personnel, nurses, instructional assistants, and tech-
nicians, shall extend for at least thirty (30) minutes; but when the pupils have a regular lunch period of less than thirty (30) minutes, the duty-free period shall coincide with such regular period of less than thirty (30) minutes. In general, employees who are located in a school are expected to remain at school during the lunch period. For good reason, permission may be granted for leaving the premises during the lunch period. The principal may limit the number of employees who may leave the building during lunch at any one time.

4.15 The personal life of an employee is of appropriate concern to the Board only as it affects an improper relationship between the employee and the school system.

4.16 The Board of Education and the Council are aware of the medical evidence that indicates that smoking is harmful to the health of both smokers and non-smokers. In light of these circumstances, both parties will join in mutual support of efforts to help employees attain a smoke-free work environment.

4.17 An employee who works in a school will be provided a break of 15 minutes in the morning and in the afternoon. The breaks will be scheduled by the supervisor after consulting with the employee. If it is necessary to recall a person during a break, the person will be provided a break at another time.

ARTICLE V
Grievance Procedure

5.1 Grievance. A grievance is an alleged violation, misinterpretation, or misapplication of the terms of the negotiated agreement between the Board and the Council.

5.2 Settlement of Employee Grievances. The Council and the Board recognize their responsibility for the prompt and orderly disposition of grievances that arise out of the interpretation, application, or alleged breach of any of the provisions of this agreement. To this end, the parties agree that the provisions of this article shall provide the means of settlement of all such grievances, provided, however, that nothing herein will be construed as limiting the right of any employee to have a complaint adjusted without the intervention of the Council so long as the adjustment is not inconsistent with the terms of the agreement. The employee shall discuss his or her grievance with his or her immediate supervisor and if the
problem cannot be resolved at this level, the grievance shall be processed in the following steps:

5.3 Procedural Steps.

Step 1.

An employee who works in a school shall present his or her grievance to the principal within ten (10) working days from the date of its occurrence. This grievance shall be in writing and signed by the grievant.

An employee whose work station is not in a school shall present his or her grievance to the appropriate supervisor within ten (10) working days from the date of its occurrence. The grievance shall be in writing and signed by the grievant.

The principal and/or designated representative(s) or the appropriate supervisor and/or designated representative(s) will meet with the grievant and a representative of his or her choice, if desired, within ten (10) working days following the receipt of the grievance.

The principal or appropriate supervisor will answer the grievance in writing within ten (10) working days after the Step 1 meeting.

Step 2.

If the answer to the grievance at Step 1 is not satisfactory to the employee, he or she may appeal the grievance, in writing, to the Director of Supporting Services within five (5) working days after the principal’s or the appropriate supervisor’s answer. The Director of Supporting Services and/or designated representative(s) will meet with the grievant and a representative of his or her choice, if desired, within ten (10) working days from receipt of the appeal.

The Director of Supporting Services will answer the grievance in writing within ten (10) working days after the Step 2 meeting.

Step 3.

If the answer to the grievance at Step 2 is not satisfactory to the employee, he or she may appeal the grievance, in writing, to the Superintendent of Schools within five (5) working days after the Director of Supporting Services’ answer. The Superintendent and/or designated representative(s) will meet with the grievant and a representative of his or her choice, if desired, within ten (10) working days from receipt of the appeal.
The Superintendent of Schools will answer the grievance in writing within ten (10) working days after the Step 3 meeting.

5.4 Arbitration.

(1) Any grievance concerning the interpretation, application or alleged breach of any provision of this agreement that has been properly processed through the grievance procedure as set forth above and has not been settled, may be appealed to arbitration by the Council serving written notice on the Superintendent within fifteen (15) calendar days after the Superintendent’s answer at Step 3 of the said grievance procedure. If the Council fails to serve such notice of its intention to arbitrate within this time limitation, it shall be deemed to have waived the arbitration and the grievance shall be considered settled. No individual employee shall have the right to invoke this arbitration procedure.

(2) Selection of Arbitrator. If the Council and the Board are unable to agree upon the selection of an arbitrator within seven (7) calendar days after the Council’s notice of appeal to arbitration, they shall jointly request the American Arbitration Association to furnish a list of not less than five (5) arbitrators, one of whom may be designated by the parties to act as arbitrator of the grievance. If no agreement can be reached as to the arbitrator within seven (7) calendar days after receipt of the said list, the Council and the Board shall jointly petition the American Arbitration Association to furnish a second list of not less than five (5) additional arbitrators, one of whom shall be designated by them within seven (7) calendar days after receipt of said list, to act as arbitrator of the grievance. Selection shall be made by the Council and the Board representatives alternately striking any name from the list until only one name remains. The final name remaining shall be the arbitrator of the grievance.

(3) Jurisdiction of Arbitrator. The jurisdiction and authority of the arbitrator of the grievance and his or her opinion and recommendation shall be confined to the express provision or provisions of this agreement at issue between the Council and the Board. The arbitrator shall have no authority to add to, alter, amend, or modify any provision of this agreement, or to make any recommendation which will in any way deprive the Board of any of the powers delegated to it by law. The arbitrator shall not hear or decide more than one grievance without the mutual consent of the Council and the Board. The recommendation in writing of the arbitrator within his or her jurisdiction and authority as specified in this agreement
shall be final and binding on the aggrieved employee or employees, the Council, and the Board.

(4) Arbitration Expenses. The Council and the Board shall each bear its own expenses in these arbitration proceedings, except that they shall share equally the fee and other expenses of the arbitrator in connection with the grievance submitted to arbitration.

5.5 Unless a grievance is submitted in writing and signed by the grievant within ten (10) working days from the date of its occurrence, it shall be deemed waived.

Unless a grievance is appealed by the grievant in writing within five (5) working days after the Administrator's answer, it shall be deemed settled in accordance with the Administrator's answer.

5.6 If the Council claims a class grievance, defined as a general violation, misapplication, or misinterpretation of the agreement that directly affects three (3) or more unit members, the grievance may then be submitted directly to the Director of Supporting Services within ten (10) days from the date of its occurrence. The processing of such grievance shall begin at Step 2.

5.7 By mutual agreement of the grievant and the superior, the time limits stated herein may be compromised to allow for the collection of pertinent information and in the interest of prudent resolution of the grievance.

5.8 No reprisals of any kind will be taken by the Board, the school administration, or Council against any employee or official because of his or her participation in this grievance procedure.

5.9 Should the investigation or processing of a grievance require that an employee or a Council representative be released from his or her regular assignment, he or she shall be released without loss of pay or benefits and the employee will not be required to use any leave he or she may have.

ARTICLE VI
Wages

6.1 Wage Schedule. See pages 21 through 32.

6.2 Pay Rates. Clerical employees who qualify are paid on a salary schedule that provides for an automatic annual one-step increment until the
employee reaches Step 10 of the grade to which the position is assigned. Instructional assistants, health technicians, library technicians, and school nurses who qualify are paid on a salary schedule that provides for an automatic annual one-step increase until the employee reaches Step 10 of the salary schedule to which the position is assigned. Salary schedules for instructional assistants, health technicians, library technicians, and school nurses provide for a longevity increment at Step 15. Swimming assistants are paid on the same salary schedule as health technicians and library technicians. Clerical employees must have been on active pay status for six months prior to July 1 in order to qualify for a step increment.

6.3 Payroll Distribution. Checks are distributed biweekly on Friday. Checks are delivered to the schools and are made available to employees during the regular school office hours.

6.4 Deduction For Time Without Pay. When an employee is absent from work and such absence is of a "without pay" nature, the deduction shall be based upon the employee’s daily rate of pay.

6.5 Overtime Pay. An employee who receives prior approval to work overtime will be compensated at time and one-half for work performed beyond 40 hours per week. Overtime must be authorized by the appropriate administrator.

ARTICLE VII
Official Holidays

7.1 The following holidays have been approved by the Board of Education for employees:

- Independence Day
- Labor Day
- Primary Election Day
- General Election Day
- Thanksgiving Day
- Thanksgiving Friday
- Christmas Eve
- Christmas Day
- New Year’s Day
- Martin Luther King, Jr.’s Birthday
- Washington’s Birthday
- Good Friday
- Memorial Day
When any of the aforementioned holidays, excluding Christmas Eve, occur on a Saturday, the day off shall be granted on Friday before the holiday. When the holiday, excluding Christmas Eve, occurs on Sunday, the holiday shall be observed on the following Monday.

The Christmas Eve holiday shall be granted only when Christmas Eve is a scheduled work day. However, in years when the Christmas Eve holiday is not granted, employees will be granted another day for the Christmas Eve holiday that with prior approval may be used at another time during the Christmas holiday.

To be entitled to receive pay for a holiday, an employee must work or be on authorized leave on the work day immediately preceding the holiday and the work day immediately following the holiday.

On the above specified holidays, work schedules will be arranged so that sufficient personnel will be on duty in order to provide necessary services including but not limited to maintenance and operation of heating equipment, building security, and emergency circumstances.

All employees who are scheduled to work on the above specified holidays, will be granted an alternate day off in lieu of the holiday worked. The alternate day off must be taken within the same pay period in which the official holiday occurs.

7.2 School Holidays. Employees are expected to work on days when schools are closed for the teachers’ convention, Christmas recess, and spring vacation if they are on active duty assignment status during these days. Persons absent on those days shall be considered on a without pay status unless they are on approved annual leave or sick leave. Employees whose duties are directly dependent upon student attendance; i.e., instructional assistants, health technicians, library technicians, and school nurses, are not required to report to their assignments during school holidays.

ARTICLE VIII
Leave Provisions

8.1 Annual Leave. Annual leave with pay is granted to 10-, 11-, and 12-month clerical employees. Accounting for annual leave is based upon the fiscal year. Persons entering employment and persons leaving employment shall receive annual leave on a "pro-rata" basis if they are on an active status ten (10) days prior to the middle of the month or ten (10) days prior to the end of the month. With the permission of the principal or
department head, a maximum of ten (10) days of annual leave time not taken within the fiscal year may be carried over from one year to another. Neither unused sick leave nor unused annual leave will be paid for as an addition to regular salary or as a severance pay for an individual leaving service. An employee who qualifies for annual leave with five (5) years or less of continuous service, earns annual leave at the rate of one (1) day per qualifying month. An employee who qualifies for annual leave with more than five (5) years of continuous service, earns annual leave at the rate of one and one-quarter (1.25) days per qualifying month. An employee who qualifies for annual leave with more than fifteen (15) years of continuous service, earns annual leave at the rate of one and one-half (1.5) days per qualifying month.

Instructional assistants, health technicians, library technicians, and school nurses do not qualify for annual leave.

8.2 Sick Leave. An employee will receive sick leave at the rate of one and one-quarter (1.25) days per qualifying month for personal illness. Unused sick leave may be carried over from year to year. The total amount of sick leave that may be accumulated is unlimited.

Persons entering employment and persons leaving employment shall receive sick leave on a "pro-rata" basis if they are on active status ten (10) days prior to the middle of the month or ten (10) days prior to the end of the month. Temporary employees are not eligible for sick leave.

Neither unused sick leave nor unused annual leave will be paid for in addition to regular salary or as a severance pay for individuals leaving service.

8.3 The Board shall reserve the right to give special salary consideration beyond accumulated sick leave to employees who face serious medical hardship. In each instance the decision of the Board shall be based on the circumstances of the particular case.

8.4 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 150 days at the rate of 20% of the daily rate of pay for employees who retire at the end of the 1988-89 school year (effective July 1, 1989); at the rate of 22% of the daily rate of pay for employees who retire at the end of the 1989-90 school year (effective July 1, 1990)*;
and at the rate of 25% of the daily rate of pay for employees who retire at the end of the 1990-91 school year (effective July 1, 1991)* and thereafter. Full time employees shall be paid the above listed percentage or $18, whichever is higher. All such days must have been accumulated while in service in Harford County. Sick leave shall be accumulated annually at the rate of the difference between sick leave provided and sick leave used.

*This proposal requires fiscal support and will be subject to the decisions of the Fiscal Authorities and the Board of Education’s final actions on the 1990-91 and 1991-92 operating budgets for the school system.

8.5 Emergency Leaves. An employee shall be permitted to take a maximum of three (3) days for the following purposes during any one fiscal year:

1. Serious illness in the employee’s household.

2. Funeral other than immediate family.


4. Transaction of urgent business. The three days of urgent business leave not connected with any holiday shall be granted upon prior written notice. Any connected with a holiday will require the approval of the appropriate supervisor.

Urgent business is defined as a circumstance or obligation which is beyond that required in the usual course of living and which has to be done. Social and avocational obligations, holiday and vacation circumstances are not urgent business. The time off from work for urgent business is justified when factors beyond the unit member’s usual control require that the time of the action be during working hours.

An employee will not be granted emergency leave immediately prior to or following a holiday unless the circumstances constitute an extreme emergency.

The three (3) days allowed for emergency leave shall be in addition to sick leave days and shall be permitted to be accumulated as sick leave.

8.6 Death in Immediate Family. Employees are granted six (6) consecutive calendar days of absence for death in the immediate family without loss of salary, annual leave or sick leave. Immediate family shall include child, parent, brother, sister, husband, wife, father-in-law, mother-
in-law, a person who reared the employee, or anyone who lives regularly in the household of the employee.

8.7 Jury Duty. An employee who serves on jury duty will continue to receive his or her regular salary. The employee will provide from the court written confirmation of his or her days of service.

8.8 Legal Summons. An employee may be absent in response to a legal summons without loss of salary provided that he or she is summoned as a witness, or, if charged, he or she is found not guilty of an offense involving gross misconduct.

8.9 Leaves of Absence. An employee must have completed one full year of service with Harford County Public Schools to be eligible for a leave of absence. A leave of absence protects the employee’s right to apply for disability retirement and to be reemployed by the school system. Leaves of absence may be granted for one (1) year.

The following leaves of absence may be provided to eligible employees:

1. Leave of Absence for Illness.
2. Leave of Absence for Maternity.
3. Leave of Absence for Active Military Duty.
4. Leave of Absence for Study.
5. Leave of Absence for Illness in the Immediate Family.

An employee finding it necessary to request a leave of absence should make written request to the Superintendent, stating the reason, date to become effective, and, if for less than one (1) year, the number of months of leave desired.

A person returning from leave will be reassigned when an appropriate vacancy occurs provided that the person has not been absent longer than his or her leave of absence and is able to perform the requirements of his or her position. The employer shall be the judge as to the employee’s fitness to perform.

If a reduction in force has occurred in the field of employment of the person on leave, the person on leave will be placed on the reduction in force priority recall list according to his or her length of continuous service in Harford County.
8.10 **Inclement Weather.** Employees are expected to be working on days when schools are closed for inclement weather if they are on active assignment status during such time. Persons absent on these days shall be considered on a without pay status, unless on approved annual leave or sick leave.

Employees whose duties are directly dependent upon student attendance; i.e., instructional assistants, health technicians, library technicians, and school nurses, are not expected to report for duty when their school or schools are closed due to an emergency. Deduction shall not be made for such absences. However, should it become necessary to extend the school year or utilize recognized holidays to fulfill statutory requirements for the minimum school year, such employees shall be expected to meet these needs without additional monetary compensation or compensatory time.

8.11 **Leave of Absence For Maternity.** Sick leave is granted for disability due to maternity. An employee using sick leave for disability due to maternity must return to work as soon as she is physically able or an employee who has completed one full year of service may request a leave of absence to protect employment and retirement benefits.

The need for and the time involved for absence due to disability for maternity shall be based upon the particular medical circumstances of the employee and the requirements of her employment. An employee may be required to submit a doctor's certificate establishing the medical need for absence and the time involved in the absence. The employee may also be required to submit a doctor's certificate stating that the employee is able to perform her regular duties.

If an employee has completed one full year of service, the employee has the option of requesting a leave of absence for maternity prior to or at the conclusion of her disability. However, if an employee elects to request a leave of absence prior to her disability, she will not be granted sick leave during the leave of absence. Her unused sick leave will be held in abeyance until such time as she returns to active service.

An employee who is on a leave of absence for maternity will be reemployed in an appropriate position as soon as a vacancy occurs after the request for reinstatement.
9.1 Group Hospitalization, Dental Plan and Life Insurance. The Board of Education shares in the cost of a group hospitalization plan, a dental plan, and a life insurance program for employees who work twenty (20) or more hours a week.

The Board will provide for group life insurance and for group accidental death and dismemberment insurance in an amount of $8,000.00 or an amount that will match the individual’s salary rounded to the nearest $1,000.00 based upon the salary schedules, whichever is higher. This amount will not be changed during the year. An employee may purchase a matching amount of insurance in both categories at full cost (100%) to the employee. The Board will make payment of life and accidental death and dismemberment premiums for each employee who so requests, to provide coverage for the full twelve-month period commencing October 1, 1989, and ending September 30, 1990.

9.2 Effective July 1, 1989, through June 30, 1990, the Board will make available the following health insurance program or equivalent to eligible employees who enroll in the program:

- Blue Cross Hospital Insurance - 365 days
- Maternity - 10 days
- Blue Shield Medical - Surgical Insurance, Plan C
- Major Medical, $100 deductible, $250,000 maximum
- Diagnostic, Plan 4 - no maximum
- Student Endorsement age 19 - 23

The health insurance referred to above shall include coverage available under the above-referenced Blue Cross-Blue Shield plans.

Dental Plan
- Maryland Dental Plan (Blue Shield of Maryland, Inc.) or equivalent
- Level I and II
- Removal of Impacted Teeth
- Preformed Stainless Steel Crowns
- Dental Surgery
- Deductible: $25 per year for individual; total of $50 per year for family
- Maximum: $1,000 per person per contract year
The Board of Education will make available the above coverage of Blue Cross, Blue Shield, Diagnostic, Major Medical; or of an HMO program approved by the Board to eligible employees and eligible members of their families.

The Board will not provide coverage of two insurance programs; e.g., Blue Cross/Blue Shield and an HMO program; or two different HMO programs for any 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.

The Board also provides a dental plan for eligible employees. Health insurance and dental insurance coverage is for the full twelve-month period commencing July 1 and ending June 30.

9.3 The Board's rate of contribution to the coverage indicated in 9.1 and 9.2 is 90%.

9.4 Workers' Compensation. All benefits provided under Maryland law for employees injured during and as a result of their work, including death, injury, hospitalization, medical and weekly disability payments, and lump sum awards, are available through a standard Workers' Compensation policy.

Employees who are injured on the job and who qualify for weekly disability payments through Workers' Compensation will receive their regular salary, less the amount of the disability payments for up to 20 duty days. Employees may then use their accumulated sick leave in order to maintain their full salaries. After the 20th day of absence, one-third day of sick leave will be deducted for each day compensated by Workers' Compensation to maintain an employee's full salary.

ARTICLE X
Reimbursement for Travel

10.1 Reimbursement for Travel. Harford County Public Schools will reimburse employees for approved transportation at the rate of 25 cents per mile or the rate established by the Internal Revenue Service, whichever is higher. All requests for transportation reimbursement must be submitted to the Director of Supporting Services for prior approval before payment can be authorized.
Signatures of the negotiators who confirm the agreement reached on the above items and who recommend this total agreement for ratification by the Board of Education and the Harford County Educational Services Council:

Representatives of the Harford County Educational Services Council

/s/ Eddie Robinette
/s/ Linda Norris
/s/ Peggie Critzer
/s/ Glenna Eckelt
/s/ Linda Edwards
/s/ Cecile Mills
/s/ Rebecca Puente
/s/ Linda Smith

Representatives of the Board of Education of Harford County

/s/ Richard J. Taranto
/s/ Roger C. Niles
/s/ Donald W. Judy
/s/ Lowman G. Daniels
/s/ Wallace W. Oberender
HARFORD COUNTY PUBLIC SCHOOLS

SALARY SCHEDULE FOR NURSES, TECHNICIANS, AND INSTRUCTIONAL ASSISTANTS

Effective July 1, 1989

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Nurses, instructional assistants, and technicians shall receive a $500 longevity increment after 20 years of continuous service with the Harford County Public Schools. The longevity increment becomes effective July 1. A nurse, instructional assistant, or technician must have completed 20 years of continuous service on or before October 1 to qualify for the longevity increment for the following year.
## Proposed

**HARFORD COUNTY PUBLIC SCHOOLS**

**SALARY SCHEDULE FOR NURSES, TECHNICIANS, AND INSTRUCTIONAL ASSISTANTS**

**Effective July 1, 1990**

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Nurses, instructional assistants, and technicians shall receive a $550 longevity increment after 19 years of continuous service with the Harford County Public Schools, effective July 1, 1990. The longevity increment becomes effective July 1. A nurse, instructional assistant, or technician must have completed 19 years of continuous service on or before October 1 to qualify for the longevity increment for the following year.
**PROPOSED**

**HARFORD COUNTY PUBLIC SCHOOLS**

**SALARY SCHEDULE FOR NURSES, TECHNICIANS, AND INSTRUCTIONAL ASSISTANTS**

Effective July 1, 1991

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Nurses, instructional assistants, and technicians shall receive a $600 longevity increment after 19 years of continuous service with the Harford County Public Schools, effective July 1, 1991. The longevity increment becomes effective July 1. A nurse, instructional assistant, or technician must have completed 19 years of continuous service on or before October 1 to qualify for the longevity increment for the following year.
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**NOTE:** Hourly rates, which appear in parentheses above, are rounded to the nearest one cent. Salaries for personnel who work less than a full year are prorated accordingly.

Clerical employees on this salary schedule receive a $500 longevity increment after 15 years and after 20 years of continuous service with the Harford County Public Schools. The longevity increment becomes effective July 1. A clerical employee must have completed 15 or 20 years of continuous service on or before October 1 in order to qualify for the longevity increment for the following year.
PROPOSED
HARFORD COUNTY PUBLIC SCHOOLS
SALARY SCHEDULE FOR CLERICAL PERSONNEL
Effective July 1, 1990

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NOTE: Hourly rates, which appear in parentheses above, are rounded to the nearest one cent. Salaries for personnel who work less than a full year are prorated accordingly.

Clerical employees on this salary schedule receive a $550 longevity increment after 14 years and after 19 years of continuous service with the Harford County Public Schools, effective July 1, 1990. The longevity increment becomes effective July 1. A clerical employee must have completed 14 or 19 years of continuous service on or before October 1 in order to qualify for the longevity increment for the following year.
# PROPOSED

HARFORD COUNTY PUBLIC SCHOOLS

### SALARY SCHEDULE FOR CLERICAL PERSONNEL

**Effective July 1, 1991**

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**NOTE:** Hourly rates, which appear in parentheses above, are rounded to the nearest one cent. Salaries for personnel who work less than a full year are prorated accordingly.

Clerical employees on this salary schedule receive a $600 longevity increment after 14 years and after 19 years of continuous service with the Harford County Public Schools, effective July 1, 1991. The longevity increment becomes effective July 1. A clerical employee must have completed 14 or 19 years of continuous service on or before October 1 in order to qualify for the longevity increment for the following year.
HARFORD COUNTY PUBLIC SCHOOLS

SALARY SCHEDULE FOR CLERICAL PERSONNEL
(11-Month Employees)

Effective July 1, 1989

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NOTE: Hourly rates, which appear in parentheses above, are rounded to the nearest one cent. Salaries for personnel who work less than a full year are prorated accordingly.

Clerical employees on this salary schedule receive a $500 longevity increment after 15 years and after 20 years of continuous service with the Harford County Public Schools. The longevity increment becomes effective July 1. A clerical employee must have completed 15 or 20 years of continuous service on or before October 1 in order to qualify for the longevity increment for the following year.
PROPOSED
HARFORD COUNTY PUBLIC SCHOOLS
SALARY SCHEDULE FOR CLERICAL PERSONNEL
(11-Month Employees)

Effective July 1, 1990

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**NOTE:** Hourly rates, which appear in parentheses above, are rounded to the nearest one cent. Salaries for personnel who work less than a full year are prorated accordingly.

Clerical employees on this salary schedule receive a $550 longevity increment after 14 years and after 19 years of continuous service with the Harford County Public Schools, effective July 1, 1990. The longevity increment becomes effective July 1. A clerical employee must have completed 14 or 19 years of continuous service on or before October 1 in order to qualify for the longevity increment for the following year.
PROPOSED
HARFORD COUNTY PUBLIC SCHOOLS

SALARY SCHEDULE FOR CLERICAL PERSONNEL
(11-Month Employees)

Effective July 1, 1991

<table>
<thead>
<tr>
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### Harford County Public Schools

#### Salary Schedule for Clerical Personnel

**10-month Employees**

**Effective July 1, 1990**

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**NOTE:** Hourly rates, which appear in parentheses above, are rounded to the nearest one cent. Salaries for personnel who work less than a full year are prorated accordingly.

Clerical employees on this salary schedule receive a $550 longevity increment after 14 years and after 19 years of continuous service with the Harford County Public Schools, effective July 1, 1990. The longevity increment becomes effective July 1. A clerical employee must have completed 14 or 19 years of continuous service on or before October 1 in order to qualify for the longevity increment for the following year.
PROPOSED

HARFORD COUNTY PUBLIC SCHOOLS

SALARY SCHEDULE FOR CLERICAL PERSONNEL

(10-month Employees)

Effective July 1, 1991

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<th>STEP 1</th>
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NOTE: Hourly rates, which appear in parentheses above, are rounded to the nearest one cent. Salaries for personnel who work less than a full year are prorated accordingly.

Clerical employees on this salary schedule receive a $600 longevity increment after 14 years and after 19 years of continuous service with the Harford County Public Schools, effective July 1, 1991. The longevity increment becomes effective July 1. A clerical employee must have completed 14 or 19 years of continuous service on or before October 1 in order to qualify for the longevity increment for the following year.
Bureau of Labor Statistics
Collective Bargaining Studies

U.S. Department of Labor

SEPTEMBER 04, 1989

This report is authorized by law 29 U.S.C. 2.
Your voluntary cooperation is needed to make
the results of this survey comprehensive,
accurate, and timely.

Form Approved
O.M.B. No. 1220-0001
Approval Expires 1/31/90

Respondent:

We have in our file of collective bargaining agreements a copy of your agreement(s):

Harford County MD Bd of Educ Teachers Unit 5

Would you please send us a copy of your current agreement—with any supplements (e.g., employee-benefit plans) and wage schedules—negotiated to replace or to supplement the expired agreement. If your old agreement has been continued without change or if it is to remain in force until negotiations are concluded, a notation to this effect on this letter will be appreciated.

I should like to remind you that our agreement file is open for your use, except for material submitted with a restriction or public inspection. You may return this form and your agreement in the enclosed envelope which requires no postage.

Sincerely yours,

JANET L. NORWOOD
Commissioner

Please return this letter with your response or agreement(s).

If more than one agreement, use back of form for each document. (Please Print)

1. Approximate number of employees involved

2. Number and location of establishments covered by agreement

3. Product, service, or type of business

4. If your agreement has been extended, indicate new expiration date

Donald W. Judy, Director of Personnel

Your Name and Position

Harford County Public Schools, 45 East Gordon Street, Bel Air, MD 21014

Address

Area Code/Telephone Number

City/State/ZIP Code

BLS 2452 (Rev. August 1984)
<table>
<thead>
<tr>
<th>Employer, Product, Service or Type of Business</th>
<th>Name of Union or Association</th>
<th>Number of Employees Normally Covered by Agreements</th>
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<tr>
<td>Education—Professional (administrative &amp; supervisory)</td>
<td>Association of Public School Administrators and Supervisors of Harford County</td>
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<td>Education—Support Services (custodial, maintenance, food service, and bus drivers and attendants)</td>
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<td>Education—Support Services (clerical, instructional assistants, nurses, and technicians)</td>
<td>Harford County Educational Services Council</td>
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