

HCEA-ESP Negotiations Meeting on 11/25/13

Key: **bold** = proposed new language

~~strike~~ = proposed deleted language

Quotes = current and proposed Master Agreement language

Master Agreement Issue and Article	Additions and/or Modifications	Cost Estimate	Status
1. Article 1, Recognition, 1.5, Definitions, H, page 2	Change: "H. Probationary employee - An employee who has worked less than 120 work days from the first day of employment or who is serving a new re-evaluation period of 60 work days due to promotion or transfer. "	NA	
2. Article 5, Personnel Employment, 5.4, page 9	Change: "Promotions - Vacancies shall be advertised in writing posted online and made available by a recorded announcement and by electronic posting through the Office of Human Resources."	NA	
3. Article 5, Personnel Employment, 5.6, page 10	Change: "Placement on the salary schedule – Employees hired on or after July 1, 2013 2014 will receive credit for related work experience as identified in the job posting as acceptable experience up to a maximum of the mid-point on the appropriate salary scale. To qualify, the experience must be continuous experience ending no more than four years prior to the hire date.	Undeterminable	
4. Article 11, Working Hours and Working Conditions, 11.7 Substitutes, pages 22-23	Change: "A. Substitutes will be authorized for health assistants, and principals' secretaries for absences of two (2) or more consecutive days. Substitutes will be authorized for special education and RECC paraeducators and student assistants beginning the first day of absence."	Undeterminable	
5. Article 11, Working hours and Working Conditions, 11.8, Mileage, A, page 23	Change: "Employees who are required to use their automobiles while on duty for authorized and approved travel shall be reimbursed at the in accordance with IRS-approved rate per mile regulations and the HCPSS Employee Expense Reimbursement Manual provided such travel is authorized and approved in advance by the Superintendent/designee."	NA	
6. Article 13, Sick Leave Bank, 13.5, page 25	Change: "Approval Committee - The Association shall appoint a Sick Leave Bank Approval Committee that shall include one Superintendent appointed representative. The Committee which shall have responsibility for determining the annual assessment rate, receiving requests for grants, and approving or denying such requests. The Committee shall publish its rules and procedures to all employees. Approved procedures shall be distributed and posted on the HCPSS website to all enrolled employees annually, no later than October 1. "	NA	

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7. Article 13, Sick Leave Bank, 13.8, page 25	Addition: “13.8 The Association shall provide the Superintendent with an annual Sick Bank report by August 31 of each year detailing the beginning balance of sick bank days, additions to the sick bank, deductions from the sick bank, and ending balance in the sick bank as of June 30 each year.”	NA	
8. Article 13, Sick Leave Bank, 13.9, page 25	Addition: “13.9 Upon Board or Superintendent request, the Association will provide access to its sick bank records to the Board or Superintendent/Designee.”	NA	
9. Article 14, Insurance Protection, B, page 26	<p>Change: “Medical, Dental and Vision Insurance Beginning January 1, 2011, For employees with a start date on or before June 30, 2011, the Board shall pay eighty-seven percent (87%) of the premium cost of a group medical plan for the employee and covered eligible dependents(s), including same sex domestic partners.</p> <p>For each full-time equivalent employee enrolled under the 84-85 Dental Program (Current Dental Plan only), the Board shall pay ninety percent (90%) of the premium cost for individual dental coverage only. The employee may elect to purchase dental coverage for eligible dependent(s).</p> <p>For employees with a start date on or after July 1, 2011, the Board shall pay eighty-five percent (85%) of the premium cost of a group medical plan for each employee and eligible dependent(s). This revised BOE contribution will be effective July 1, 2011, or the employee’s eligibility date, whichever date occurs later.</p> <p>The Board will offer employees enrolled under the Variety of Insurance Program (VIP) vision and dental plan(s). Employees may elect to purchase vision and/or dental coverage for eligible dependents.</p> <p>The selection and removal of health, dental, and/or vision carriers and their respective plans is at the Board’s discretion, including those plans identified in the 84-85 Medical/Dental Program.”</p>	NA	

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<p>10. Article 14, Insurance Protection, C, pages 26 and 27</p>	<p>Change: "Variety of Insurance Program (VIP) Medical, Dental, and Vision Program</p> <p>1. Employee Election of Variety of Insurance Programs (VIP) Benefits</p> <p>a. Each year during open enrollment as established by the Board, each employee will be required to make an election between regarding participating in the VIP program benefits. or continuing his/her participation in the 1984-85 health insurance arrangement.</p> <p>Employees hired after July 1, 1993, may not select the "Traditional Medical Plan."</p> <p>b. This election will be irrevocable for the Plan Year.</p> <p>c. Once an employee elects to participate in the VIP Program, he/she will not be allowed to participate in the prior insurance arrangement.</p> <p>d. All new and/or rehired employees with a reporting date after June 30, 1985, will not have the opportunity to make this election but will automatically participate in the VIP Program when eligible.</p> <p>e. The 1984-85 insurance arrangement is as follows: (1) Employees electing to remain in the 1984-85 medical coverage will be required to contribute 13% of the individual and dependent premiums. Employees electing to participate in the 84-85 Dental Plan will be required to contribute 10% of the individual premium and 100% of the dependent premium. (2) All employee contributions will remain on an after-tax basis. (3) Cost containment measures.</p> <p>f. The usual and customary charges will be determined by the third party administrator twice a year by using the average charges for the service area where the services were performed.</p> <p>g. c. (1) Food Service Nutrition Assistants hired...</p>	<p>NA</p>	

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	<p>2. Employee Selection of Optional Benefits under the VIP Program</p> <ul style="list-style-type: none"> a. If an employee elects to participate or becomes eligible to participate in the VIP Program benefits, he/she must select among the optional benefits offered. as part of the VIP Program. These optional benefits include... b. The selection of optional benefits is an ... c. Each open enrollment period as established by the Board, employees electing or eligible to participate in the VIP Program will be given the opportunity to change the benefits they have selected. Each year employees will be informed of any changes in the VIP Program benefits offered. This will give each employee the chance to review and compare various benefit alternatives in order to make the proper selection during the open enrollment period. d. Each Medical Plan alternative ... e. Each insured benefit option (Medical, Vision, and Dental Plans) will have a "price tag" or cost... Employees may, however, purchase benefits whose total price tags exceed their benefit credits. In this case, the employee must make up the difference through employee contributions. All contributions to the VIP Program for benefits will be on a pretax basis... f. Participants in the Dependent Care Account ... g. The Health Care Spending Account will ... h. Employees may elect to receive their unused ... i. Total employee contributions to the ... j. Employees hired during the Plan Year will make their selection in advance of becoming eligible for VIP Program benefits. This election will be in effect for the remainder of the Plan Year {except for a qualified life status change...}" 		
11. Article 14, Insurance Protection, D, pages 30 and 31	Deletion of Table: D- Comparison of VIP Medical Plan	NA	

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12. Article 14, Insurance Protection, E, page 32	Deletion of Table: E-Comparison of Dental Benefits	NA	
13. Article 14, Insurance Protection, F, page 33	Deletion of Table and Language: F-Vision Program	NA	
14. Article 15, General Provisions, 15.4, page 34	<p>Change: "Same-sex domestic partner" as used throughout this Agreement means an individual approved by the Board to receive domestic partner benefits under criteria established by the Board. Domestic partner benefits and coverages cannot begin until same-sex domestic partner status is approved by the Board, and will be provided as permitted by law."</p> <p>"All references to same-sex domestic partner benefits throughout this Master Agreement will be modified and/or deleted upon any change in law or applicable regulation(s) making this type of benefit illegal or on January 1, 2015, whichever comes sooner."</p>		
15. Article 17, Salary Scales, pages 36-45	Salary Scale Proposal: 0.5% COLA	\$382,083 with FICA	