

**Baltimore Teachers Union  
PSRP Agreement**

**AGREEMENT**

**between the**

**[BTU LOGO]**

**BALTIMORE TEACHERS UNION  
AMERICAN FEDERATION  
OF TEACHERS, LOCAL 340  
(PARAPROFESSIONAL AND  
SCHOOL RELATED PERSONNEL CHAPTER)  
AFL-CIO**

**AND**

**BALTIMORE CITY BOARD  
OF  
SCHOOL COMMISSIONERS**

**2010-2014**

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**SCHOOL RELATED PERSONNEL**  
**2010-2014**

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## ARTICLE I

### A. Declaration of Principle, Policies and Purpose

It is the intent and purpose of the Baltimore Teachers Union (“Union” or “BTU”) and the Baltimore City Board of School Commissioners (“the Board” or “Board”) to promote and improve the efficiency of the operations of the Baltimore City Public School System (“BCPSS”). In order to render the most efficient public service to the BCPSS, the BTU and the Board agree that this goal can best be achieved through an orderly, constructive and harmonious relationship between them. The parties hereto are in further accord that effective employee relations in the public service requires a clear statement of the respective rights and obligations of labor and management and for this purpose enter into the following agreement. The Board and BTU agree that in all instances in this Agreement in which the masculine form of the third person pronoun is used, such pronoun shall refer to both male and female employees. It is recognized by the Board and the Union that the Paraprofessional and School Related Personnel Bargaining Unit (Unit III) was created as a result of the Board’s Resolution of June 8, 2010, and that its members (as more fully described in Article I, Section B, and Article II) include former members of Units I, II, and IV, as well as members of the former Paraprofessional chapter (Unit II) and former non-affiliated employees. Certain provisions of this Agreement contain language that was in prior agreements.

### B. Definition of Unit

Paraprofessionals and School Related Personnel shall include children's aides, research aides, educational assistants, lunch aides, home/school/community liaison workers (home visitors, parent liaison workers, and home community workers), transportation aides, occupational therapist assistants, team support paraprofessionals, para educators, computer aides, physical therapist assistants, staff associates, accountants (I, II, grants, payroll), administrators (grants acquisition, grants management, procurement contracts), analysts (I–management, II–management, I–research data, II–research data, grants acquisition, payroll, school evaluation and accountability, senior–grants, TPB monitoring and school support), applications developers (I, II, III), architect/engineers (I-FPM, II-FPM), assistants (I–accounting, II–accounting, department, development, grants, HR pre-employment, program compliance, purchasing, senior special education office support, special education billing, special education office support, third party billing, transportation customer care), associates (BCTR, certification, shared services), business managers, buyers, customer support specialists (I, II, III), database administrators (I, II, III), data analysts, data analysts special education, data entry operators (I, II), dieticians (I), facilities planners (senior), family and community engagement assistants and specialists, food service accountability assistants (I, II), functional analysts (I, II, III), human capital (staffing specialists, generalists and specialists), information resources specialists (I, II, III), MBE/WBE liaisons, office assistants (I, II, III), operational support specialists (I, II, III), program evaluators (I, II), program planners (I, II), programmer/analysts, real estate agents, receptionists, records clerks, secretaries (I, I–school, II, II–school) specialists (accounting, certification, compensation, employee relations, employment, grants management and payroll), staff associates/12 month, staff specialists, student records support assistants, system administrators (I, II, III), systems analysts (I, II, III), teacher – secondary JROTC, technicians (geographic information system, payroll, third party billing), technical writers (ITD), training analysts (I, II, III), and other employees paid on the salary scales set forth in this Agreement.

The Board shall consult with the Union before Title I job descriptions are finalized in the Title I proposal.

Any employee who performs duties as described in the job description of a paraprofessional or school related personnel shall be identified as a paraprofessional or school related personnel for purposes of this contract.

## **ARTICLE II**

### **Recognition**

The Board recognizes BTU as the exclusive negotiating representative of all eligible employees in BCPSS for which BTU has been certified pursuant to the provisions of the Municipal Employee Relations Ordinance (Article 1, Sections 119-137, of the Baltimore City Code, 1983 Replacement Volume as amended); Senate Bill 795 as enacted by the 1997 General Assembly (hereinafter "SB 795"); the Maryland Educational Article, Section 6-501, et seq., and all positions identified in Unit III of the Board's Resolution dated June 8, 2010.

- A. Once a written agreement is adopted by the Union and the Board, it shall constitute a binding, legal, and moral commitment on the part of both parties to do everything within their power to secure the execution of the provisions of the Agreement.
- B. If a tentative agreement submitted by the Union is rejected by the Paraprofessionals and School Related Personnel of the Baltimore City Public Schools, negotiations shall be reopened.
- C. With respect to matters not covered by this Agreement, which are proper subjects for collective bargaining, the Board agrees that it will make no changes without appropriate prior consultation with the Union.

## **ARTICLE III**

### **Checkoff and Union Rights**

- A. The Board agrees to deduct Union dues and service fees from the pay of any employee who authorizes such deductions in writing. Such authorization shall be continued from year to year unless revoked in writing between June 1 and June 30. The Board shall transmit all such monies withheld to the Union on a biweekly basis. The Board shall also provide to Union, with a quarterly computer payroll printout or electronic report, all necessary information relating to those employees paying dues and service fees.
- B. The Union will be permitted to use the interdepartmental mail service for distribution of approved material to Paraprofessionals and School Related Personnel provided that these rights do not interfere with the operation of the school system. Approved materials are official publications of the Union appearing on the Union's letterhead. The Union shall have space on at least one existing bulletin board in each school and each work site. Said bulletin board space shall be located in the staff lounge in schools unless another site is mutually agreeable to both parties. The Board shall place a link to the Union's website on the home page of the School System's website.

- C. On at least one (1) full school day's notice in writing to the Administrator of the School, and acknowledged by him, the authorized school representatives of the Union shall have the right to schedule Paraprofessional and School Related Personnel meetings in the building before or after regular duty hours or during the lunch time of the employees involved.
- D. The Union Building Representative may request meetings with the Principal or supervisor, at times mutually acceptable, to discuss questions relating to this Agreement.
- E. Each school is to provide bulletin board space for Paraprofessional and School Related Personnel use, provided that the allocation of such space does not interfere with or interrupt normal school operation.
- F. Payroll deductions for dues will be continued whenever a Paraprofessional or School Related Personnel is transferred from one school to another unless that Paraprofessional or School Related Personnel requests discontinuance.

G.

1. Representation Fee

All employees who are covered by this Agreement but who are not members of the Union shall, as a condition of employment, pay a representation fee to the Union in an amount not to exceed the then current dues in order to defray the costs incurred by the said Union in the negotiation, administration and implementation of the terms of the Agreement, and all modifications and amendments thereto, including related proceedings before an impasse panel or arbitrators; in the processing of grievances; in the conduct of disciplinary proceedings and in the appeal thereof; and in any and all other proceedings and matters for which the Union is the employees' exclusive representative as a result of its certification. The determination of the fee, collection, escrow, disputes, and other procedures relating to the representation fee shall be governed exclusively by the terms and conditions that are described in Article III, Section G and in the Addendum attached to this Agreement.

2. Amount and Purpose of Representation Fee

On or before August 20 in each contract year, the Union will determine its calculation of the representation fee based on a percentage of its regular expenses and budget; said percentage to represent the cost of all services performed by the Union under Section 6-401 et seq. and 6-501 et seq. of the Education Article, Annotated Code of Maryland.

3. Notice to Employees

On or before September 10 in each contract year, the Union will send a written notice following the criteria outlined in the Addendum of this Agreement to each employee in the unit who is required to pay such a fee under Article III, Paragraph G.

4. Collection of Fees

The Board shall automatically withhold from the biweekly salary of each employee who is not a member of the Union the representation fee as calculated on a biweekly basis, at such time as provided in the Addendum. \_\_\_\_\_

5. Indemnity

The Union shall indemnify and save the Board harmless and shall provide a defense of any and all claims, grievances, actions, suits or other forms of liability or damages that arise out of or by reason of any action taken by the Board or City of Baltimore for the purpose of complying with any of the provisions of this section, and the Union subject to the conditions outlined in the Addendum of this Agreement assumes full responsibility for the disposition of the funds deducted under this section as soon as they have been remitted by the Board or designee to the Union.

- H. The above shall not be granted to any other employee organization for the purposes of representing any of the employees outlined in Article I, Section B, above.
- I. The Board shall not discriminate against an employee in any manner because of membership in or activities on behalf of the Union.
- J. Upon advance request and approval by the appropriate Administrator, three (3) area representatives shall each be allowed three (3) days per month with pay in order to conduct Union business. Request for such leave shall be made at least five (5) days in advance.
- K. C.O.P.E. Deductions - Political Action Checkoff

The Board agrees to deduct from the pay of each employee from whom it receives an authorization to do so, the monthly amount authorized by the employee for political action. A list of the employees from whom the deductions have been made and the amount deducted from each and a list of the employees who had authorized such deductions shall be forwarded to the Union no later than thirty (30) days after such deductions were made. The authorization form shall read as follows:

"I hereby authorize the Board of School Commissioners of Baltimore City to deduct from my salary the bi-weekly sum of \$\_\_\_\_\_ and to forward that amount to the Baltimore Teachers Union Political Committee. This authorization is signed freely and voluntarily and not out of any fear of reprisal and with the understanding that the Baltimore Teachers Union Political Committee is engaged in joint fundraising efforts with the AFL-CIO. This voluntary authorization may be revoked at any time by notifying the Board of School Commissioners and Baltimore Teachers Union Political Committee in writing of the desire to do so."

- L. Principals will be advised that Paraprofessional and School Related Personnel positions cannot be abolished if the purpose of abolishing the position is to hire similar employees on the temporary payroll.
- M. Transaction of Official Business

Duly authorized representatives of the Union shall be permitted to transact official Union business on school property at all reasonable times, provided that this shall not interfere with or interrupt normal school operations. Upon their arrival, they shall apprise the principal or school staff assigned to the office of their identity and purpose.

- N. Board Communications

The Board shall supply the Union with a copy of all circulars, press releases, all CEO's Memoranda and Bulletins relating to employees generally or to any substantial group of employees concerning the interpretation or application of the terms and conditions of this Agreement and/or relating to wages, hours, or conditions of employment. All task force reports submitted to the Board in public session, including the purpose and membership of said task force, shall also be supplied to the Union.

#### O. Employee Lists

1. No later than November 1 of any school year, the Board shall provide the Union with a list of all employees as defined in Article I.B which shall include their names, work email addresses and building assignments. Each month of the school year the Board shall provide the Union with a list of all changes such as resignations, promotions, and new appointments. When necessary, for BTU elections and voting notification purposes, the Board and BTU agree to provide home mailing addresses to a 3<sup>rd</sup> party mailing house for the purpose of forwarding the printed information that BTU intends to send to its members.
2. In addition, BCPSS shall notify the Union in writing once each calendar month in the same format as Section III.O.1. after it hires any new unit employees.
3. The list to be given to the Union under Section III.O.1. shall include the name, work e-mail address, class title of any employee as defined in Article 1.2 hired either: (i) in a list that is prepared for that purpose; or (ii) through a copy of the Entry Ticket prepared by BCPSS for the new employee. BCPSS shall have no obligation to give the Union any information other than that contained on an Entry Ticket.

### ARTICLE IV

#### Management Rights

The Board shall have all of the rights set forth in Senate Bill 795, as enacted by the 1997 General Assembly, which provisions are incorporated herein by reference and as set forth in the Education Article of the Annotated Code of Maryland.

### ARTICLE V

#### Fair Practices

- A. The provisions of this Agreement shall be applied equally to all employees in the bargaining unit for which the Union is the certified representative without discrimination as to age, sex, marital status, race, creed, color, disability, national origin, political affiliation, union activity, or sexual orientation.
- B. The Board and the Union agree that they shall not interfere with employees in the exercise of the rights guaranteed under the Maryland Education Article.



## ARTICLE VI

### School Calendar and Hours

- A. Paraprofessionals covered under this Agreement shall work the same school calendar as teachers.
- B. All paraprofessionals assigned to instruction shall work the same hours as teachers with the school day being seven (7) hours and five (5) minutes.

Prior to the submission of the Title I proposal to the Maryland State Department of Education, the Board shall grant the Union an opportunity to review and discuss sections of the Title One proposal pertinent to the paraprofessional unit.

- C. Duty hours for employees covered under this Agreement shall be as assigned provided that:
  - 1. Bus Aides shall be regularly scheduled for seven (7) hours per work day.
  - 2. All employees who are regularly scheduled for four (4) or more hours per work day, as of October 15th of any school year, shall not be reduced to a schedule of less than four (4) hours per work day for the remainder of the school year.
  - 3. Paraprofessionals who are assigned to work locations in Central Offices and who work with students in school sites shall work the same hours as teachers. Any Paraprofessional assigned an eight (8) hour day shall be paid accordingly to a pay scale which shall be 17% above of the rates set forth in the Addenda of this Agreement. Paraprofessionals who work or train more than forty (40) hours in any week shall be paid one and one-half their hourly rate for those hours over forty (40).
  - 4. All other non-exempt employees covered by this Agreement shall be assigned hours as follows:
    - a. All regular classified employees who are not assigned to a school and who do not work a 10 month duty year, as well as all shift employees shall work a regular workday of eight (8) consecutive hours including a forty (40) minute unpaid lunch (within each twenty-four (24) hour period) totaling forty (40) hours per week, to begin at such times designated by each department as regular workdays and regular shift workdays. A workweek shall be defined as the seven day period commencing at 12:01 a.m. on Saturday through 12:00 midnight on Friday. A work shift shall consist of eight (8) consecutive hours including a forty (40) minute minimum lunch period.
    - b. Shift and other employees shall not be required to work more than sixteen (16) consecutive hours without an eight (8) hour break, except in case of an emergency endangering life, health or safety. If an employee is required to work for more than sixteen (16) consecutive hours under such an emergency situation, that period shall not exceed twenty-four (24) consecutive hours. Employees shall not be regularly required to work more than sixteen (16) consecutive hours.

c. Work schedules showing the employee's shifts, workdays, and hours shall be posted on each department bulletin board at all times and at all locations within the department where shift work takes place.

d. Lunch Periods

1. All employees shall be granted a duty-free lunch period during each work shift. Whenever possible, the lunch period shall be scheduled at the middle of each shift.
2. In those work sites in which the BCPSS has heretofore provided lunch facilities, BCPSS will either provide adequate facilities or stagger lunch breaks where necessary to insure each employee, other than a Paraprofessional, with a full forty (40) minute lunch period. Employees shall be allowed to leave the work premises during duty-free lunch periods.
3. If an employee's unpaid, duty-free lunch is interrupted because of operations and the employee is not given time during his shift to finish lunch, the uncompleted portion of the lunch period shall be paid at the appropriate overtime rate.

e. Call Back--Employees called in to work outside of their regular shift shall receive overtime pay at the rate of time and one-half (1½) their regular pay to address emergency situations. For the purposes of this paragraph, an emergency shall be defined as an unforeseen serious situation or an occurrence that happens unexpectedly and demands immediate action.

5. Exempt employees (those who are salaried and not eligible for cash overtime) are not normally eligible for comp time and are expected to work hours as necessary to perform the duties and responsibilities of their positions without additional compensation. However, in rare and occasional situations where extraordinary hours are to be required to complete an important project or activity, the responsible supervisor may authorize an exempt employee to receive comp time for that specific project or activity. Authorization to receive comp time is to be approved in writing and signed by the supervisor and the employee in advance of the project or activity. Comp time is to be limited to special projects and shall not be authorized for an employee on a regular basis, or for the incidental extension of the normal workday. Exempt employees may accrue an hour of comp time for each hour worked over 40 hours in a work week for the extraordinary special project or activity. An exempt employee may accrue a maximum of 400 hours of comp time. Cash payment of accrued comp time is not permitted for exempt employees. All exempt employee comp time balances are to be forfeited upon termination of employment.

## ARTICLE VI-A

### Overtime

This Article VI-A applies to non-exempt employees covered under this Agreement.

- A. All hours worked in excess of forty (40) hours scheduled within a work week shall be considered overtime and non-exempt employees shall be compensated at the rate of one and one-half (1½) times their normal straight time rate of pay. All paid leave shall be counted as hours worked in the computation of overtime.
- B. Compensatory time shall not be used as an alternative to overtime pay.
- C. Secretaries and office assistants shall not be required to work seven (7) consecutive days.
- D. Where, in the normal operation of a department of BCPSS, work is regularly scheduled on Saturdays and/or Sundays, ten (10) days of work shall be scheduled in each fourteen (14) day period.
- E. Overtime work shall be offered equally to employees working within the same job classification in each work area. The distribution of overtime shall be equalized over each six (6) month period beginning on the first day of the calendar month following the effective date of this Agreement or on the first day of any calendar month this Agreement becomes effective. Insofar as practical on each occasion, the opportunity to work overtime shall be offered to the employee within the job classification who has the least number of overtime hours to his credit at that time. If the employee does not accept the assignment, then the employee with the next fewest number of overtime hours to his credit shall be offered the assignment. This procedure shall be followed until the required employees have been selected for the overtime work. A record of the overtime hours offered to each employee shall be posted on the department bulletin board.
- F. Overtime work shall be voluntary except in the event of an emergency situation where life, health or safety is endangered. There shall be no discrimination against any employee who declines to work overtime, except in the event of an emergency, but a record shall be kept for each employee, showing the number of hours of overtime he refused to work. For the purpose of this paragraph, an emergency shall be defined as an unforeseen serious situation or an occurrence that happens unexpectedly and demands immediate action.
- G. The Board shall not vary or rearrange work schedules to avoid the payment of overtime. Staggered schedules are permitted.
- H. The Board will make every effort to pay for overtime hours worked within two (2) pay periods following the pay period in which such overtime was worked.

## **ARTICLE VII**

### **Grievance and Arbitration Procedures**

Discharge, reduction in pay or position, or suspension for more than thirty (30) days, as provided for in Article XV, hereof, shall not be subject to the grievance procedure.

- A. Subject to any limitations of existing law, any grievance defined as a dispute concerning the application or interpretation of the terms of this Agreement or a claimed violation, misinterpretation or misapplication of the rules or regulations of the Board affecting the terms and conditions of employment may be settled in the following manner:

#### **Step 1- School or Office**

An employee may appear on his own behalf or be represented by an individual designated by the Union. The grievance shall be discussed with the Principal or office administrator within ten (10) school days of the date of the grievance or the knowledge of its occurrence. The Principal or office administrator shall attempt to adjust the matter within five (5) school days of the presentation of the grievance.

#### **Step 2- Executive Director of Elementary/Middle or Secondary School**

If the grievance has not been satisfactorily resolved in Step 1, a written appeal may be taken to the Executive Director of Elementary/Middle or Secondary School, as appropriate, or his designee on a form to be provided by the Board and approved by the Union within five (5) school days following the completion of Step 1. The appropriate Executive Director his designee shall meet with and discuss the grievance with the BTU President, or his designee, and the aggrieved employee within five (5) school days after written appeal. An answer to the grievance shall be submitted to the aggrieved employee and to the BTU President in writing on the said form within five (5) school days thereafter.

#### **Step 3- Chief Executive Officer**

If the grievance has not been satisfactorily resolved in Step 2, a written appeal may be filed on said form with the Chief Executive Officer or his designee within five (5) school days following the completion of Step 2. Within ten (10) school days of such appeal, the CEO or his designee shall meet with the BTU President, or his designee, the aggrieved employee, and such other parties whose presence may be required to discuss the grievance. The CEO or his designee shall respond in writing on the said form within ten (10) school days thereafter.

#### **Step 4- The Baltimore City Board of School Commissioners ("The Board")**

The decision of the foregoing step may be appealed in writing by the aggrieved employee to the Board for review within five (5) school days after the decision of the CEO or his designated representative has been received.

After receipt of the appeal, the Board may sit as a whole, or use a committee or a designee to hear the grievance within fifteen (15) school days following receipt of the appeal, and shall render its decision no later than ten (10) school days following said hearing. The CEO or his designated representative, the Union, and such other persons as are necessary shall be present and state their views. After conferring with the aggrieved employee, the Board shall communicate its decision in writing together with supporting reasons to the aggrieved employee, the Union, and to the lower level hearing officers within seven (7) school days as aforesaid.

At its option, the Board may choose not to hear the grievance and the Union may then pursue it to arbitration.

#### Step 5- Arbitration

In the event that a grievance as defined herein shall not have been resolved at Step 4 of the grievance procedure, the Union may refer such a dispute or difference to arbitration by mailing a written notice to submit to arbitration to the CEO within seven (7) school days following receipt of a written decision at Step 4.

If the Union and the CEO are unable to agree upon an Arbitrator within five (5) school days after the receipt of the aforesaid written notice, then either the Union or the CEO on behalf of the Board may request the Federal Mediation and Conciliation Service to furnish a panel of seven (7) Arbitrators from which to select one person to serve as Arbitrator. The names furnished by FMCS shall each be members of the National Academy of Arbitrators, FMCS Maryland Sub-regional or Metropolitan Area. An Arbitrator will be selected from the list by alternately striking names from the list; the last name remaining being the Arbitrator chosen.

The Arbitrator shall be without power to add to, subtract from, change, or alter any provision of the Agreement, Board policy, or of applicable State or local law. The Arbitrator shall hear and decide only one grievance in each case unless mutually agreed otherwise.

The decision of and award made by the Arbitrator shall be final and binding upon all parties to the grievance unless the same is contrary to law. The costs for the services of the Arbitrator including per diem expenses, if any, and actual and necessary travel and subsistence expenses will be borne equally by the Board and the Union.

#### B. Time Limits

Failure to submit a grievance within the specified time limits or to appeal a grievance to the next successive step or to arbitration within the specified time limits shall be deemed to be a waiver of the grievance and/or acceptance of the decision rendered at that step.

Failure at any step of this procedure to communicate the decision on a grievance within the specified time limits shall permit the Union to lodge an appeal at the next step of this procedure.

In the event a grievance is filed on or after June 1, which, if left unresolved until the beginning of the following school year, could result in irreparable harm to a party in interest,

the time limits set forth herein will be reduced so that the grievance procedure may be exhausted prior to the end of the school term or as soon thereafter as is mutually agreeable to the parties. To avoid any dispute as to the date of submission or receipt of a grievance appeal, decision, notice of hearing or notice to submit to arbitration, all notices of hearings and/or decisions shall be mailed by school officials by certified or registered mail, return receipt requested with the date of mailing or postmark and the date of receipt recorded thereon. As an option, such correspondence may be hand delivered but must be signed, timed, and dated by the receiver. By mutual agreement in writing, time limits may be extended.

### C. General Provisions

Hearings held under this procedure shall be conducted at a time and place which will afford a fair and reasonable opportunity for all persons, including witnesses, entitled to be present to attend. The Union shall have the right to initiate a grievance or appeal from the disposition of the grievance of an employee at any step of this procedure. However, only the Union may appeal a grievance to arbitration. Any grievance filed during the life of this Agreement shall be processed according to the terms of this Agreement.

If a grievance arises from the action of any authority higher than the Step 1 Administrator, such grievance may be initiated at the appropriate step of the grievance procedure.

## ARTICLE VIII

### Leaves

The provisions of this Article are applicable to all employees who are regularly scheduled to work a minimum of four (4) hours per day, five (5) days per week.

#### A. Bereavement Leave

In the case of the death of a parent, grandparent, father-in-law, mother-in-law, son-in-law, daughter-in-law, brother, sister, husband, wife, child or grandchild (including those in this group who are step, half-blood or foster relations), or in the case of the death of a member of the immediate household of an employee, the employee shall be granted a leave of absence without loss of pay for a period not exceeding four (4) consecutive working days beginning with the date of death, except that no day during this period on which the employee has been on duty shall be counted in computing the length of the leave. Employees who require additional time off beyond these four (4) days may request and shall be granted additional reasonable time off charged to vacation or personal leave or compensatory time.

In the case of the death of a relative not mentioned in the paragraph above, the employee shall be granted a one (1) day leave of absence with no loss of pay to attend the funeral. Additional days for this purpose may be charged to personal business leave with no loss of pay if the employee so elects.

#### B. Maternity Disability and Maternity Leave

In accordance with the Federal Family and Medical Leave Act of 1993 (FMLA), Employees shall be provided with up to 12 weeks of unpaid leave for the birth and care of a newborn

child of the Employee, or adoption or placement of a child with the Employee, within 12 months of the child's birth or placement. Employees covered under this agreement shall, at their request, be allowed to substitute their sick leave, vacation leave, or personal leave time for the 12-weeks unpaid leave provided for by the FMLA. If during this 12-week period, the Employee exhausts his/her compensated leave, the remainder of the Employee's leave within the 12-week period shall be unpaid. Maternity leave shall not extend beyond this 12-week period without application for, and granting of, extended leave by the Board.

Employees shall give their Supervisors no less than thirty (30) days' notice of their intention to take maternity leave of absence.

At the expiration of the 12-week leave period, Employees shall be reassigned to active duty. In the absence of an Employee's return to duty after this 12-week period, the Employee's reassignment to active duty shall be at the discretion of the Board and contingent upon the existence of a vacancy for which the employee is qualified.

Any disability or illnesses arising out of or connected to the Employee's maternity that requires an extension of leave beyond the 12-week FMLA period are subject to the disability and medical certification requirements of the FMLA, state laws and regulations, and Article VIII.F.

If an employee adopts an infant child, leave of absence may be granted, with full loss of pay, until one (1) year from the date of birth of the child. Upon application, this leave may be extended to, but in no case beyond, the beginning of the scholastic year (September 1) following the child's third (3rd) birthday.

An employee who has been on two (2) or more consecutive maternity leaves of absence which extend for a total period of more than five (5) years shall pass a test of basic skills before being reassigned to duty except as provided herein. If such employee is eligible and applies for reassignment before the expiration of a leave and if no suitable vacancy develops until after the expiration of the five (5) year period, her leave of absence shall be extended for a period not to exceed two (2) additional years without her being required to take the test of basic skills. The effect of this will be that such an employee may be absent for a period not to exceed seven (7) years before she is required to pass a test of basic skills to be eligible for reassignment. No benefits normally earned during the work year shall accrue to the employee while she is on maternity leave.

#### C. Matrimony Leave

Leaves of absence for the purpose of marriage shall be with loss of full pay and shall not exceed ten (10) working days. Said matrimony leave may be with pay at the option of the employee by using vacation leave, personal leave or compensatory time.

An employee may obtain a leave of absence with loss of full pay for a period not to exceed twenty-five (25) working days in any one school year to spend time with the spouse who is in military service outside the Baltimore area. Time for matrimony leave within the same school year shall be included in these twenty-five (25) days. Unless the employee returns to duty on or before the expiration date, resignation may be requested by the Board.

#### D. Military Leave

During the time of military leave, the employee shall receive full seniority credit for the time spent in the military and shall be placed in an equivalent position according to qualifications and experience. All employees who are members of the organized militia or of the Army, Navy, Air or Marine Reserve shall be entitled to leave of absence from their respective duties, without loss of pay, time or reduction in efficiency rating, on all days during which they shall be engaged in field or coast defense or other training ordered or authorized under any law in the United States, during such time as they are on annual inactive duty training, for a period not to exceed fifteen (15) working days in any calendar year; provided, however, if any member of the organized militia or of the Army, Navy, Air or Marine Reserve is ordered to active duty, he shall be entitled to a leave of absence without loss of pay, time or efficiency rating for such time while actually serving under such active duty orders, in addition to the fifteen (15) working day period specified above. Such employees shall receive 'gap' pay if necessary in order to ensure that the employee receives no less than BCPSS salary for the time she/he is on such duty.

E. Absence for Funeral of Fellow Bargaining Unit Member

Two members of the Paraprofessionals and School Related Personnel contingent in a school or worksite may be delegated to attend the funeral of a member of the Paraprofessional and School Related Personnel contingent as representing Paraprofessionals and School Related Personnel.

F. Sick Leave

1. Sick leave with pay shall be received by employees who have accrued sick leave and who are required to be absent from duty because of personal sickness or injury, either physical or mental, medical appointments, or pre- or post-natal disability.
2. Full-time employees shall, at the beginning of the school year, receive 13 sick leave days. There shall be no ceiling on accumulation of sick leave. Sick leave will not be granted where there is evidence of abuse of the sick leave principle through malingering or false application of such leave.
3. An employee requesting sick leave shall notify his Supervisor as early as possible on the first day of such absence.
4. A full-time employee, upon application in writing, may be granted a leave of absence, without pay, provided said leave is recommended by the employee's physician for reasons of personal illness or disability. Such leave shall not extend beyond one (1) year from the date said leave was granted.
5. Up to five (5) days of accumulated sick leave may be used by Employees in the case of illness in the immediate family as defined in Board Rules.
6. Employees who resign or terminate employment after June 1 of a given year shall be entitled to convert to cash one (1) day of unused sick leave for each four (4) days of sick leave accrued during the then current sick leave year, at the time of said resignation and/or termination from BCPSS service.



7. Sick leave must be taken in units of at least forty-five (45) minutes.
8. Employees shall, at their request, be allowed to use sick leave for absence due to disability connected with or resulting from childbirth. The Board and the Union recognize that there is a presumption that this disability will occur in most cases for a period of four (4) weeks before and six (6) weeks after delivery. Upon termination of such disability, the employee must return to work unless she resigns or requests a leave of absence.
9. A full time employee shall have four (4) weeks for adoption beginning with the day the child is received. The absence shall be charged to accumulated sick leave. In the event that both parents are Board employees, they may divide the use of paid adoption leave between themselves or either one may use the full four (4) weeks. In order to receive this leave, an employee must complete a Request for Leave Form and attach documentation from the adoption agency.
10. Should a day designated herein as a holiday occur while an employee is absent on sick leave, such day shall be observed as a holiday and shall not be charged against sick leave.
11. Employees with at least two (2) years of service who are unable to return to work after all of their accrued sick leave, vacation leave, personal leave and compensatory time has been exhausted may request extended leave with pay. If the Department Head or supervisor deems such an extension advisable, he may recommend it to the Human Capital Officer or CEO. Such request must be accompanied by a medical certificate. The formula for sick leave extension will be based on the last two (2) full years, excluding current illness. No extension, however, may exceed the number of days allowed in the basic sick leave plan; one (1) day per month of completed service (or in the case of part-time permanent employees one (1) day for each one hundred sixty (160) hours worked). Upon return to work and after accumulating ten (10) sick leave days, an employee receiving this benefit shall reimburse the BCPSS for one-half (  $\frac{1}{2}$  ) of the extended sick leave days granted. If a request is denied by the Department Head or supervisor, an appeal may be made to the Human Capital Officer and the CEO.
12. Whenever medical verification is required as a result of the present Board policy, said verification shall only state that the employee was absent for medical reasons and is now capable of returning to work.
13. Sick Leave Conversion
  - a. Sick Leave Year

The sick leave year begins on the day immediately following the last payroll period in November and extends through the last payroll period in November of the following year.
  - b. Eligibility for Conversion

All employees who work a minimum of four (4) hours per day, five (5) days per week are eligible for sick leave conversion at the end of each sick leave year, provided that they have a minimum of four (4) unused sick leave days which were accumulated during the preceding twelve (12) months.

c. Conversion Factor

For every four (4) days of sick leave accumulated during the year, an employee may convert one (1) day to cash, and retain the remaining three (3) days in his/her sick leave account.

d. Conversion Option

An employee may convert to cash all or none of the days to which he is entitled. Conversion of only some of the days to which an employee is entitled as well as conversion of partial days is not authorized.

e. Payment

Payment for sick leave conversion will be included in the employee's regular salary check, but will be listed as a separate payment. The payment will be issued no later than December 24 each year, and will include the usual deductions for taxes and Social Security.

f. Upon Termination

- i. In addition to the above sick leave conversion, employees who are pensioned or who elect to terminate their BCPSS service without pension and have completed at least twenty (20) years of service, regardless of age, shall be entitled to convert one (1) day's pay for each four (4) days of unused accumulated sick leave at the time of their retirement and/or termination from BCPSS service.
- ii. Accrued vacation and sick leave that is eligible for pay-out to employees who meet eligibility requirements for retirement per the sick leave conversion practice shall, at the option of the employee, be deposited, as of the time of retirement, into the employee's 403(b) account. If the total amount to be deposited causes the employee's 403(b) account to exceed the maximum allowable combined employee and the Board contribution limit for that calendar year, such excess amount shall be deferred and deposited into the employee's 403(b) account in the first payroll of the next payroll year. Employees shall be 100% vested in all contributions, and they shall have the ability to manage their own investment plan and portfolio. Federal and State income taxes shall be deferred until the amount deposited to the 403(b) account is withdrawn. Employees who do not elect this option shall be eligible for a cash payout, subject to normal tax and other employee related deductions.
- iii. Applicable to Employees Whose Positions Were in Unit II (Public School Administrators and Supervisors Association) on June 30, 2010:

Payment of a Fixed Sum at Termination

- a. Employees who were employees as of July 1, 1980, are eligible for the following conversion: A cash payment equal to fifty percent (50%) of the amount of unused sick leave will be paid to an employee who leaves the system, provided that the employee has at least twenty (20) years of service to the Baltimore City Public School System. This payment shall be deemed a full liquidation of any and all sick leave earned by the said employee during the time of his/her employment.
- b. Employees who enter after July 1, 1980, and then leave the system after having completed at least twenty (20) years of service in the Baltimore City Public School System, shall be entitled to convert one (1) day's pay for each four (4) days of unused accumulated sick leave at the time of their separation from service.
- c. A non-retiring employee who leaves the system shall be eligible for a cash payment equal to 100% of the amount of his/her accrued vacation days, not to exceed a maximum of eighty-six (86) vacation days. In computing the amount to be paid an employee, each period of ten (10) days shall be equivalent to a biweekly pay.
- d. In the event of an employee's death, said employee's beneficiaries shall receive any monies for accrued vacation, sick leave, etc., to which the employee was entitled at the time of death.

#### G. Sick Leave Bank

- 1. Employees shall be eligible to participate in the sick leave bank established for teachers in accordance with the program guidelines outlined in the Teacher's Agreement. One paraprofessional, one employee who had been in Unit II prior to July 1, 2010, one employee who had been in Unit IV prior to July 1, 2010, and one employee who had been unaffiliated prior to July 1, 2010 shall be added to the Sick Leave Bank Committee established in the Teacher Agreement. Effective July 1, 1980, membership in the bank was voluntary for all employees. Thereafter, all new employees who request membership will be assessed one day of sick leave for deposit in the bank. Employees who had been assessed one day of sick leave to participate in a sick leave bank for another bargaining unit shall have their sick leave day transferred to the sick leave bank established under this Agreement.
- 2. A member of the bargaining unit may participate in the bank only after:
  - a. Filing application with the Sick Leave Bank Committee;
  - b. Submitting satisfactory medical evidence of the illness;
  - c. Submitting evidence of having exhausted all accumulated leave;
  - d. Satisfying such other criteria as may be established by the joint committee which includes an evaluation of the employee's past sick leave usage record.

3. Any employee who contributed one day to the Sick Leave Bank shall not be charged a sick leave day for the purpose of sick leave conversion. The day will be drawn from the prior year's accumulated sick leave, except in the event that the employee has no sick leave, in which case that day will be drawn from the current year.
4. New employees must join the Sick Leave Bank within the first thirty (30) days of their employment or lose their right to do so. Any employee covered by this Agreement may join the Sick Leave Bank within 30 days of the ratification of this Agreement or lose their right to do so.
5. Employees may relinquish their membership in the sick leave bank at any time; if they do so, however, they will lose both their contribution in the Sick Leave Bank and their right to rejoin the bank at a later date.
6. A member will lose the right to utilize the Sick Leave Bank if his employment with the Baltimore City Public School System is terminated.
7. All contributions will remain in force and cannot be returned even upon cancellation of a membership. In no case will the granting of leave from the bank cause a member to receive more than his or her annual salary.
8. All unused sick leave days in the bank at the end of a school year shall be carried over to the next school year.

#### H. Communicable Disease Absence

An employee who is isolated because of contact with a communicable disease which requires isolation under the City Health Code but who does not have the disease himself shall be paid full salary for such time as the City Health Commissioner declares the employee subject to isolation.

When an employee has contracted a communicable disease as defined above and including chicken pox, measles, tuberculosis, whooping cough (pertussis), meningitis, conjunctivitis, or hepatitis and there exist a number of cases of that disease among those students with whom the employee has had direct contact, as determined by the school system's Medical Officer, that employee shall suffer no loss of pay or accumulated sick leave time for any days that the employee is absent from the school. Prior to approval of this leave with pay, medical verification of the employee's illness shall be required.

The Board shall follow the policy guidelines for management of children with AIDS or other blood borne diseases and/or affected with the AIDS viruses. The Union shall be notified prior to any changes in these guidelines. Tests required by the Board to vaccinate or diagnose such diseases shall be paid for by the Board.

#### I. Religious Holidays

An employee may be absent, for up to two days, for the observance of traditional and customary religious holidays. Such holidays are to be interpreted as those days when

members of the staff member's religious group, in the observance of their fundamental beliefs, engage in religious duties and do not carry on their regular professional or business activities. Religious holidays which occur on school holidays shall be without loss of pay. Religious leave may be charged to personal leave with no loss of pay if the employee so elects.

#### J. Birth of Child Absence

An employee, who is the parent of a newborn child, may be absent at the time of the birth of the child without loss of pay. Such absence may not exceed one (1) day in any school year. This provision also assumes compliance with the Family and Medical Leave Act.

#### K. Personal Leave

1. An employee shall be permitted to request the use of accumulated sick leave in an amount not in excess of three (3) days per year for necessary personal purposes. Such personal business leave shall be treated as sick leave and shall be non-cumulative from one year to the next.
2. An employee shall be granted an additional one (1) day leave of absence each year for necessary personal business without loss of pay. If unused, such personal leave shall be accumulated as sick leave, but not subject to annual sick leave conversion.
3. Request for approval of the personal business leave mentioned in the above paragraph shall be made to the school or work site administrator. Personal leave shall not be unreasonably denied.
4. For employees covered by this Agreement who were employed by City of Baltimore and BCPSS prior to the Baltimore City Board of School Commissioners assuming management authority of BCPSS on July 1, 1997, personal leave accumulated prior to July 1, 1997 shall be retained pursuant to SB 795 (1997) Section 17.
5. A request for personal leave either on the day before or after a holiday or on the two (2) days preceding the last day for students in June may be honored only upon satisfactory justification by the employee that said business cannot be rescheduled to a day other than those mentioned above. Recommendation for approval of the personal business leave mentioned in the above paragraph will be made by the school Principal to the Executive Director of Elementary/Middle or Secondary School, as appropriate, or to the immediate supervisor if not assigned to a school.
6. All employees who have accumulated personal leave from their service in a different BCPSS bargaining unit shall be paid for unused personal leave within 30 days of the execution of this Agreement.

#### L. Accidental Injury

1. Employees who sustain injuries occurring in connection with their assigned duties and not as a result of their own negligence shall be eligible for leave of absence without loss

of pay up to a maximum of one year from the date of the job-related injury. The leave is subject to the approval of the Board's MRO or designee. The employee shall submit to re-examination by the Board's MRO or designee periodically as required, but at least every three (3) months. In any case where the injury requires an extended leave of absence the Board may request that the employee be considered for retirement because of accidental disability.

No employee shall be entitled to receive Workers' Compensation benefits for temporary total disability during the time, or covering the period, that said employee is receiving his or her full salary for job injury leave as outlined above.

2. Absence due to disability resulting from an assault will be covered by an assault leave. This leave will not be charged to sick leave. The employee will be in full pay status for the duration of the disability.
3. There will be a Joint Union/BCPSS Oversight Committee established to review all employees rejected or released on the basis of decisions made by the Board's MRO or designee.
4. The Union and the Board's MRO or designee shall meet quarterly or more frequently as needs dictate to review and discuss problems of unit members who must report to the clinic because of job-related injuries.

#### M. Civil Leave

Employees who are required to perform jury service in any Court (city, federal, county) or who are required by subpoena to appear in court shall be paid their regular salary. Employees shall notify their appropriate administrator or supervisor at the time they first receive notice that they may be called to serve as jurors or subpoenaed, and provide their administrator or supervisor with a copy of the summons or subpoena.

#### N. Paid Leaves of Absence

1. Administrative leave with pay shall be granted to all officers, stewards, and members for BTU Conferences in the amount of one hundred seventy-five (175) staff-days each year, with a maximum of fifteen (15) days for any elected officer and five (5) days for any other employee. Conferences or meetings sponsored by the BCPSS in which the Union is asked to participate shall not be charged for this leave.
2. The Union shall submit to the CEO the names of two (2) employees who shall process grievances and perform other labor relations duties on a full-time basis. Once approved, the employees shall be compensated by BCPSS at their regular rate of pay.
3. Any employee elected as an officer of the Union or who is appointed to the Union's staff shall, under proper application, be given leave of absence without pay. Any employee who is elected as an officer of the Union shall, upon proper application, be given a leave of absence with pay for the term of his/her office subject to the Union's prompt

reimbursement on a monthly basis for all costs incurred by the Board for the Union officer's complete pay and benefits as they currently exist and as such pay and benefits may be modified during the course of the Union officer's term of office. The Board agrees to recommend to the appropriate retirement system that time spent on leave be granted as service credit for retirement and that the employee be permitted to pay regular monthly contributions. Upon their return to service, they shall be placed in an assignment comparable to that which they left. The employee shall be granted salary credit and seniority for up to six (6) years spent on leave working for the Union. Such leave shall not be granted for more than seven (7) persons in any one (1) year.

To avoid a possible break in service, or a loss of benefit amount, BCPSS shall permit the Union at Union expense under the law to purchase service credit for bargaining unit members on Union leave.

#### O. Graduation Exercises Absence

Leave of absence for attendance at a senior high school or college graduation exercise may be granted to an employee covered by this Agreement as follows:

A one (1) day leave without loss of pay to attend his own graduation. A one (1) day leave of absence without loss of pay to attend the graduation exercises of spouse or child.

If approved, all other graduation leave shall be without pay, provided that such leave may be charged to personal or vacation leave with pay if the employee so elects.

#### P. Educational Leave

1. Any employee who is engaged in an educational program and who may need a leave of absence for student teaching shall be granted such leave with pay, and shall be assured of reassignment to his former position or one comparable at the end of such leave. Employees on educational leave for the purpose of student teaching or matriculating in an institution of higher education shall have health care benefits continued by the Board.
2. During the term of this Agreement any employee who has served the BCPSS for a period of two (2) consecutive years or more and with 90 or more college credits in an educational or critical area approved by the Board who may need a leave of absence for student teaching or other reasons to complete requirements for graduation, shall be granted such leave for two (2) consecutive semesters with pay within a period of five (5) consecutive years.
3. An educational leave for employees shall be granted only to those persons who have been on active duty during the year immediately preceding the educational leave year and are working at the time the leave is to be effective. Time spent on educational leave shall count towards eligibility for further movement on the salary scale, but shall not count as active service for the purposes of determining eligibility for a subsequent educational leave.
4. Employees accepted in this program will be required to sign an employment agreement requiring them to remain an employee of the Baltimore City Public School System for three (3) years upon completion of the requirements of the program or completion of such leave.

5. Upon return from leave, the employee shall be assigned to the same or comparable position he/she occupied prior to the leave.
6. Employees on educational leave with pay shall have health care benefits continued by the Board until completion of the second semester. The policy and procedures of this special program will be developed by the Department of Human Capital. Applications for this program will be available in the Department of Human Capital.
7. The sum of individuals on educational leave in any one (1) year is not to exceed three percent (3%) of the unit. This maximum quota of three percent (3%) shall be distributed throughout the system so as to prevent any undue hardship from any one (1) school, single department within a school, or from any single division of the school system.
8. Except as provided herein, Paraprofessionals and School Related Personnel on educational leave must follow the provisions set forth in Article 13.C. for tuition reimbursement.
9. Employees who are not working in the classroom, upon request and upon the approval of the CEO and the Office of Human Capital, shall be granted a leave of absence without pay for education purposes. The period of the leave of absence shall not exceed nine (9) months, but may be extended or renewed upon the request of the employee and with the concurrence of the CEO and the Office of Human Capital. Leaves of absence for educational purposes shall not be granted more than once every three (3) years. The Board and BTU agree to cooperate in the development of job training, upgrading, apprenticeship and career ladder programs.

#### Q. Parental Leave

Employees shall at their request be granted a leave of absence without pay for child-bearing and/or child-rearing for such period of time as they specify but not to exceed one (1) year. Upon application, said leave may be extended up to, but not beyond, the beginning of the school year (September 1) following the child's third birthday.

Application for such leave shall be made as soon as possible but normally at least ninety (90) days prior to the effective date.

Employees adopting an infant shall, at their request, receive the same leave without pay as set forth in the first paragraph above, which shall commence upon the employee's receiving de facto custody of said infant or earlier if necessary, to fulfill the requirements for the adoption. Application for adoption leave shall be made as soon as possible.

For an employee whose total leave of absence without pay is twelve (12) calendar weeks or less, the employee shall be entitled to return to his former position. If the former position is abolished or frozen, the employee will be reinstated to another position in the same class or comparable class through the transfer process provided the employee qualifies for the position. Nothing in this paragraph shall be construed to diminish the rights of employees pursuant to the federal and state Family and Medical Leave Acts. For an employee whose total leave of absence without pay is more than twelve (12) weeks but less than one (1) year,



the employee shall be entitled to return to work if their position has not been abolished, frozen or filled, or, if the position has been abolished or frozen or filled, placed on the re-employment list and shall be given preference for rehire over any other candidate for his/her former position or comparable position for which the employee is qualified.

Upon expiration of leave greater than one (1) year, an employee's reassignment to active duty shall be contingent upon the existence of a vacancy for which the employee is qualified. Exceptions to the foregoing may be made in the case of an employee whose parental leave begins during a given semester, as follows:

If parental leave begins prior to October 1 or March 1 of a given semester, the employee shall be returned to the previous position only at the beginning of the following semester.

If the parental leave begins on or after October 1 or March 1 of a given semester, the employee shall be returned to his previous position at the beginning of the following semester or of the next following semester.

The above two exceptions shall apply provided that the employee notifies the Human Capital Officer of his intention at least twenty (20) calendar days prior to the start of the semester of his planned return.

#### R. Other Leaves of Absence Without Pay

1. Employees shall be granted leaves of absence without pay upon recommendation by the CEO and approval of the Board according to the policies and procedures of the Rules of the Board.
2. Upon application in writing, employees may be granted a leave of absence without pay, not to exceed one (1) year, for the reason of personal illness, illness in the immediate family or disability. Extension of leaves of this nature shall be mutually agreed upon by the Board and the BTU.
3. Prior creditable City or BCPSS service shall not be forfeited if an employee is granted a leave of absence without pay. An employee on a leave of absence without pay for more than thirty (30) calendar days shall not lose any accrued leave or seniority but shall not continue to accrue any leave or seniority while on such leave of absence.
4. In the event a leave of absence without pay exceeds thirty (30) calendar days, the employee's seniority and increment dates will be delayed one (1) day for each day of leave of absence, except for any employee who is on leave of absence without pay for military service.

#### S. Family Leave

Employees may request, if applicable, any combination of vacation, personal leave, compensatory leave or approved unpaid leave to be used for the birth or adoption of a child or for the care of immediate family members (children, including biological, adopted, foster, stepchild, or legal ward, spouse, parent who permanently reside in the household), in

accordance with BCPSS rules and regulations, and as set forth in the Family and Medical Leave Act, Maryland law, the BCPSS Leave Policies, and this Agreement.

- T. For employees covered by this Agreement who were employed by the City of Baltimore and the BCPSS prior to the Board assuming management authority of BCPSS on July 1, 1997, personal, vacation and sick leave accumulated prior to July 1, 1997, shall be retained pursuant to SB 795 (1997), Section 17.

U. Sabbatical Leave

1. Applicable to Employees Whose Positions were in Unit II (Public School Administrators and Supervisors) on June 30, 2010:

- a. Employees who have served satisfactorily for a period of ten (10) or more consecutive years in the Baltimore City Public Schools may be granted sabbatical leaves of absence.
- b. Sabbatical Leave may be granted for the purpose of study or travel, or for such other purposes as may be recommended by the CEO and approved by the Board. Employees on Sabbatical Leave may not enter into gainful employment except upon the recommendation of the CEO and with the approval of the Board.
- c. During the period of Sabbatical Leave, each employee shall receive fifty percent (50%) of his salary.
- d. During the period of Sabbatical Leave, each employee shall be considered as in the regular service of the Board, and shall be treated with respect to pension privileges and contributions, sick leave allowance and accumulation, salary increments, and vacation leave, if any, exactly as if he/she were on active duty.
- e. During the period of Sabbatical Leave, employees shall be entitled to all of the privileges and opportunities which they would enjoy if they were on active duty. They shall be considered for assignment on the same basis as if they were on active duty. Upon their return from leave, they shall have the same right of returning to the position they occupied prior to their leave which they would enjoy had they remained on active duty. They shall not be transferred from this position unless they would have been transferred in the normal course of administrative operation.
- f. The method of selecting employees to be granted Sabbatical Leaves shall be as follows:

From among all those employees eligible for leave by virtue of their service, those individuals who have served longest in the Baltimore City Public Schools without receiving any sabbatical leave shall be given first consideration. The sum of individuals on leave in any one (1) year is not to exceed one percent (1%) of all Unit II members. This maximum quota of one percent (1%) shall be distributed throughout the educational staff so as to prevent any undue absence from any one (1) school, or from any single

office or division of the school system. Sabbatical Leave shall be for a period of one (1) semester (five (5) calendar months), or two (2) semesters (ten (10) calendar months). Applications shall be forwarded to the Human Capital Officer so as to reach him by April 1st for leaves to begin on September 1st or by November 1st for leaves to begin on February 1st, in order that due consideration may be given to the request.

- g. All employees to whom Sabbatical Leave is granted shall be required, as a condition of the granting of the leave, to agree to return to the service of the Baltimore City Public Schools for at least three (3) years following the expiration of their leave. As an option of this service requirement, any individuals may, if they so elect, return to the BCPSS the salary which they received during the period of the leave.
  - h. Each employee, upon return from Sabbatical Leave, shall make such a report of their activities during the period of leave as may be requested by the Chief Executive Officer.
2. Applicable to Employees Whose Positions Were in Unit I (BTU Teachers) on June 30, 2010:
- a. Employees who have served as full-time employees for a period of seven (7) or more consecutive years, including probationary or elected service, in BCPSS may be granted sabbatical leaves of absence. The first such leave may be granted after the seventh (7<sup>th</sup>) consecutive year of active service, and additional leaves after each successive period of seven (7) years of active service. Accrued service shall not entitle any person to more than two (2) semesters of sabbatical leave in a period of eight (8) consecutive years.
  - b. A study leave of one (1) year in length or a military leave of two (2) years in length shall not be construed as breaking the continuity of services, but neither is to be counted as part of the seven (7) years service requirement.
  - c. A sabbatical leave shall be granted only to those persons who have been on active duty during the year immediately preceding the sabbatical leave year and who are on active duty at the time the leave is to be effective.
  - d. For purposes of determining eligibility for sabbatical leave, active service shall be construed as service of such length and quality as to qualify for a full service salary increment for each year. Time spent on sabbatical leave shall count towards eligibility for further movement on the salary scale but shall not count as active service for purposes of determining eligibility for a subsequent sabbatical leave.
  - e. Fully-degreed provisional teachers who subsequently are elected to tenure shall be permitted to count the two (2) years of provisional service to election as part of the period of seven (7) consecutive years of service.

- f. Sabbatical leave may be granted for the purpose of study and travel or for such other purposes as may be recommended by the CEO and approved by the Board. Employees on sabbatical leaves may not enter into gainful employment except upon the approval of the CEO.
- g. During the period of sabbatical leave, each staff member shall receive one-half (1/2) of his regular salary. In the cases of persons receiving salary differentials, an additional deduction of fifty percent (50%) of the salary differential shall be made for the period of the leave.
- h. During the period of sabbatical leave, each employee shall be entitled to all of the privileges and opportunities which he would enjoy if he were on active duty. Upon his return from leave, he shall have the same right of returning to the position he occupied prior to his leave which he would enjoy had he remained on active duty. He shall not be transferred in the normal course of administrative operation.
- i. The method of selecting staff members to be granted sabbatical leaves shall be as follows: In order to continue the services of the schools at a high level, the number of staff members to whom sabbatical leave is granted shall be determined at any time by the number of qualified substitutes who are available for replacement purposes. From among all those staff members eligible for leave by virtue of their service, those individuals who have served longest in BCPSS without receiving any sabbatical leave shall be given first consideration. The Board shall grant sabbatical leave to some qualified applicants. The sum of individuals on leave in any one (1) year is not to exceed three percent (3%) of the unit. This maximum quota of three percent (3%) shall be distributed throughout the system so as to prevent any undue absence from any one (1) school, from any single department within a school, or from any single division of the school system.
- j. Any employee to whom sabbatical leave is granted shall be required, as a condition of the granting of the leave, to agree to return to BCPSS for at least one (1) year following the expiration of his leave. As an option to this service requirement, any individual may, if he so elects, return to the BCPSS the salary which he received during the period of leave.
- k. Application for sabbatical leave must be submitted to the Human Capital Officer no later than the close of the work day on December 15. Action by the Board shall be completed no later than June 1 of the school year.
- l. Notices shall be sent to all applicants of the Board's action on their request, and stated reasons for denial of an employee's request shall be provided in writing to the individual with a copy to the Union.

## V. Benefit Continuation

During an unpaid leave of absence, the employee shall be carried on the payroll on inactive status and, at his discretion, may make arrangements with the Department of Finance to continue the group health benefits at the employee's expense. Employees shall not accrue any leave time until they return to active pay status. The Board shall have no obligation to provide insurance benefits during an unpaid leave of absence.

#### W. Professional Meetings

With the permission of the CEO, leave without loss of pay shall be granted to employees in order to attend professional meetings.

#### X. Leave for Office of Human Capital Examinations

1. An employee shall be granted, upon request, administrative leave for the time necessary to take any departmental promotional Office of Human Capital exam for which he is eligible.
2. A shift employee wishing to take an examination that is administered by the Office of Human Capital, shall, in filing an application for such an examination, clearly state therein his present work schedule. The Office of Human Capital shall thereupon schedule the examination at a time which does not interfere with the employee's assigned shift and, in any event, the affected employee shall not be required to work within the sixteen (16) hour period immediately preceding the time set for the examination.
3. In any case where an employee is required to work overtime or in an emergency capacity on the day immediately preceding an examination or in any case where an employee is required to work during the sixteen (16) hour period immediately preceding the examination, then, and in that event, the Office of Human Capital shall reschedule said examination for a subsequent time and date which does not conflict with the provisions stated above.

#### Y. Political Leave

Employees may be granted leaves of absence, without pay, for the purpose of running for or serving in a public office in accordance with the policies and procedures of the Rules of the Board.

#### Z. Building Representative Leave

1. Provided instructional or operational services will not be diminished and with advanced approval of the building Principal or work site administrator, BTU Building Representatives shall be released for up to one (1) period per week not to exceed one (1) hours to conduct Union business. To accommodate this provision, building Principals in the secondary schools may consider releasing Building Representatives from homeroom assignments, and in elementary schools may consider using one (1) additional resource period or the assignment of a paraprofessional.
2. Management, recognizing the important role a Building Representative plays in the

schools and work sites, accordingly will make every effort to avoid the transfer of any elected Building Representative.

3. The Union will supply the Office of Labor Relations with a list of Building Representatives and any changes, as changes occur.
4. The Office of Labor Relations shall not reproduce or distribute this list to anyone.

**AA. Building Representative Assignment**

No employee who has been a Building Representative for more than three (3) years of continuous service in a particular school or work site shall be reassigned involuntarily out of that school or work site to another work location. This provision notwithstanding, BCPSS may transfer a Building Representative if for just cause consistent with Article XV of this Agreement, a reduction in force or a special circumstance related to proven employee misconduct. No Building Representative for more than three (3) years of continuous service in a particular school or work site shall be transferred solely as a result of the adoption of this section. There shall be no involuntary reassignment of a Building Representative without the written approval of the CEO. If there is a negative change in a Building Representative's evaluation, it shall be reviewed by the CEO.

**ARTICLE VIII-A**

**Vacations**

- A. Twelve month employees who were eligible as of July 1, 2010 shall continue to receive two (2) days per month as vacation days. The vacation days shall be taken at the discretion of the employee after consultation with his immediate supervisor. Unused vacation days may be accumulated from year to year. At the time of separation from BCPSS Service, employees shall be paid in full for any accumulated vacation leave, except in cases of bona fide indebtedness to the Board
- B. All other twelve month employees shall receive vacation days per the following schedule, with no limit on accumulation.
  - Employees with one year to less than six years of service earn one vacation day per month.
  - Employees with six years to less than eleven years of service of service earn one and one quarter vacation days per month.
  - Employees with 11 years to less than 14 years of service of service earn one and one half vacation days per month.
  - Employees with 14 years to less than 19 years of service of service earn one and three quarter vacation days per month.

- Employees with 19 years or more of service of service earn two vacation days per month.

The vacation days shall be taken at the discretion of the employee after consultation with his immediate supervisor. At the time of separation from BCPSS Service, employees shall be paid in full for any accumulated vacation leave, except in cases of bona fide indebtedness to the Board.

- C. Years of service are calculated from the date of appointment as a permanent employee. An employee's service in a probationary status may be included in his years of continuous service if the employee's status changed from probationary to permanent with no break in service and service was in the same classification as that of entry.

Prior Baltimore City service is recognized if the employee was a permanent employee who:

- Was laid-off due to lack of work or funds; or
- Had a break in service of 29 or less working days; or
- Was granted a leave of absence without pay and was reinstated within 10 days of the expiration of such leave.

- D. Accumulated vacation leave may be retained by permanent employees who:

- Transfer from one BCPSS bargaining unit to another BCPSS bargaining unit with no break in service.
- Are granted a leave of absence without pay and are reinstated within 10 days of the expiration of such leave.

- E. Leave Use

Employees may not use vacation leave before it is earned. Vacation leave may not be used in less than one hour increments.

- F. Holidays/Early Closings

Any official holiday which occurs on an employee's vacation leave day will not be counted as vacation leave.

- G. Leave Requests

Vacation may be taken by employees entitled thereto subject to the approval of their supervisor. Such approval shall not be unreasonably, arbitrarily or capriciously withheld. Requests for vacation on the prescribed form shall be completed by the employee and submitted to the supervisor at least one (1) week prior to the requested commencing date, if the leave is to extend for one (1) week or more. Except in cases of emergency, leave requests for amounts of time less than one (1) week are to be submitted at least one (1) full working day prior to the expected start of the leave. Every effort shall be made to respond to vacation

requests within two (2) weeks of the initial request. While every effort shall be made to meet the desires of employees who request their periods of vacation leave, vacation schedules must conform to the requirements of operations and vacations must be taken as scheduled by the supervisor. Conflicting requests for vacation shall be resolved on the basis of seniority.

- H. Pay for all vacation days will be based on the employee's regular rate of pay.
- I. Prior service shall be recognized in computing vacation entitlement of employees who had permanent status at the time of a lay-off due to lack of work or lack of funds and who are subsequently re-employed.
- J. Employees who are re-employed, except as specified in I. above, following a break in service of thirty (30) or more workdays, shall be considered as new employees for the purpose of computing vacation allowance. Employees who are reemployed in the same position, within six (6) months will not be considered new employees for vacation allowance purposes.
- K. Whenever employees transfer from a permanent City position to another permanent BCPSS position without a break in service, they shall be entitled to retain their vacation, sick leave, personal leave and compensatory time balances.
- L. Employees may, when granted leave of absence for military service, utilize their accrued vacation. If such vacation leave is not utilized, it shall be retained pending their return to employment with BCPSS.
- M. Employees who are separated from BCPSS service, regardless of reason, shall be paid in full as of their date of separation for any accumulated vacation, personal leave, overtime, compensatory time (unless exempt from FLSA Provision), or bonus pay, except in the case of bona fide indebtedness to the Board. The cut-off ticket must contain, therefore, a recording of all leave due to the employee upon his/her retirement or resignation.
- N. All part-time twelve month employees must consistently work an average of 50% of a regularly scheduled work week to be eligible for vacation leave. Eligible part-time employees shall accrue vacation leave pro-rata in accordance with hours worked.
- O. Employees who become ill during their vacation may request that their vacation leave be converted to sick leave provided that (1) the illness is reported at its onset and (2) medical verification is provided upon return to work. Only those vacation days upon which the employee was ill will be eligible for conversion to sick leave.
- P. For employees covered by this Agreement who were employed by the City of Baltimore/BCPSS prior to the Baltimore City Board of School Commissioners assuming management authority of BCPSS on July 1, 1997, accrued vacation leave shall be retained by each employee pursuant to SB 795 (1997), Section 17.

## **ARTICLE VIII-B**

### **Holidays**



A. All employees covered by this Agreement shall be entitled to the following paid holidays:

Winter Holiday (December - January) (School based employees shall have school based holidays. Non-school based employees shall follow the Central Office holiday schedule.)

Dr. Martin Luther King's Birthday (January - 1 day)

President's Day (February - 1 day)

Spring Holiday (March - April) (School based employees shall have school based holidays. Non-school based employees shall follow the Central Office holiday schedule.)

Memorial Day (May - 1 day)

Independence Day (July 4)

Labor Day (September, 1st Monday)

Thanksgiving Holiday (Thanksgiving and the day after Thanksgiving)

U.S. Congressional General Election Day (School based employees shall have school based holidays. Non-school based employees shall follow the Central Office holiday schedule.)

Primary Election Day (School based employees shall have school based holidays. Non-school based employees shall follow the Central Office holiday schedule.)

B. All 12 month non school based employees shall also receive seven floating holidays that shall be available upon pre-approval of the employee's supervisor, which approval shall not be unreasonably, arbitrarily or capriciously denied. These floating holidays shall not accumulate from fiscal year to fiscal year.

C. Employees who are eligible and registered to vote may request and shall be granted, if necessary, up to two (2) hours with pay for the purpose of voting in other elections.

D. Holidays which fall on Saturday shall be observed the preceding Friday, and holidays which fall on Sunday shall be observed the following Monday. If a holiday falls on the regular day off of an employee working on a schedule other than Monday through Friday, the employee shall be granted another day off at such time as can be arranged by the Department Head or supervisor.

E. If a non-exempt employee is required to work on a holiday listed above, said employee shall receive time and one-half (1½) pay for all hours worked, and holiday pay for the regularly scheduled number of hours in the employee work day.

F. To be eligible for holiday pay, employees must be in pay status at least one (1) day in the payroll period in which the holiday occurs.

## **ARTICLE IX**

### **Summer School Employment - Paraprofessionals**

In filling Summer positions, the following criteria shall be considered by the appointing officer:

1. A rating of satisfactory or better.
2. Prior experience and/or qualifications in the BCPSS in the same classifications as the one available.
3. Length of service as a Paraprofessional in the BCPSS.
4. Summer employment salaries shall be the same as the regular school year.
5. Priority shall be given to qualified Paraprofessionals assigned during the regular school year to the summer employment site.
6. On April 1 of each year, BCPSS shall post notice at all worksites and on the BCPSS website that it will accept applications for summer positions. As soon as summer positions become known, BCPSS shall post notice at all worksites and on the BCPSS website.

## **ARTICLE X**

### **Salary Credit for Prior Experience – Paraprofessionals**

- A. In determining the annual increment step of an entering employee, the Board shall give credit for satisfactory previous school experience in the area of employment and approved satisfactory non-school experience related to the area of employment.
- B. Aides employed four (4) hours or more each day shall have their salary computed on an annual basis.
- C. In accordance with SB 795 (1997), Sections 19 and 20, employees covered by this agreement shall continue as, or shall become members of, the Employee Retirement System of Baltimore City or the Teachers' Retirement System or Teachers' Pension System, whichever is applicable.
- D. An employee on the licensed therapy assistants salary scale qualifying to transfer to 162 Payroll, shall be given credit on a one for two basis or the next higher step of 162 above their present placement on the licensed therapy assistants salary scale, whichever is greater.
- E. Salary Guidelines
  1. Typically, persons entering employment will be placed on the minimum step of the appropriate salary scale.

2. One (1) incremental step credit for each year of in-service qualifying previous work experience in area of employment within a ten (10) year period.
3. One (1) incremental step credit for every two (2) years of outside qualifying previous work experience within a ten (10) year period.
4. No incremental step credit for education beyond the minimum educational requirements for a particular salary category.
5. No maximum step placement upon entry into the school system for any new employee.
6. Personnel on flat-rate salary, transferring to the High School or greater category would be placed on the appropriate step corresponding with the years of satisfactory in-service experience; however, this step placement shall not exceed the step upon which they fall had they not been on a flat-rate salary.
7. An employee qualifying for transfer from a lower salary grade to a higher salary grade will be placed on the corresponding step in the higher grade.
8. Persons transferring from the aide's Salary Scale to a higher Salary Scale will advance to the minimum step of the new salary scale or the step immediately higher than the person's current salary, whichever is greater.
9. Persons entering assignments after February 15 of any calendar year will not be eligible for an additional step increment until September 1 of the following calendar year .
10. Salary changes for college credits earned will be made effective the beginning of the second payroll period following the receipt and recording of the credits.
11. Persons transferring from any Paraprofessional Salary Scale to the Teachers' Salary Scale shall be given credit for salary scale placement at the rate of one step for every two years service as a Paraprofessional with a maximum of 8 steps.

## **ARTICLE XI**

### **No Strike or Lockout**

- A. The Union and its members, individually and collectively, agree that during the term of this Agreement there shall be no strikes, slow-ups, or stoppages of work, and the Board agrees that there shall be no lockout.
- B. In the event of an unauthorized strike, slow-up, or stoppage, the Board agrees that there will be no liability on the part of the Union provided the Union promptly and publicly disavows such unauthorized strike, orders the employees to return to work, and attempts to bring about a prompt resumption of normal operations, and provided further that the Union notifies the Board, in writing, within forty-eight (48) hours after the commencement of such strike, what measures it has taken to comply with the provisions of this article.
- C. In the event that such action by the Union has not effected resumption of normal work practices, the Board shall have the right to discipline, by way of discharge or otherwise, any member of the Union who participates in such strike, slow-up, or stoppage, and no such

disciplinary action shall be subject to the grievance procedure provided for in this Agreement.

## ARTICLE XII

### Personnel Practices

#### A. Assignment

Paraprofessionals assigned to work site locations within the Schools shall be assigned based upon an approved ratio or staffing model as determined by the Board of School Commissioners.

All bargaining unit employees and the Union shall be informed relative to employee assignments no later than August 15 of each school year. Upon request by the Union, information relative to employee assignments shall be given to the Union.

##### 1. Personnel Folders

Official employee files shall be maintained in accordance with the following procedures:

- There shall be only one (1) official personnel file for any employee. This file shall be kept in the Office of Human Capital.
- No material related to an employee's conduct, service, or personality shall be placed in the file unless it is signed by the person submitting the information. The Employee shall be given the opportunity to acknowledge that he has read such material by affixing his signature on the actual copy to be filed, with the understanding that such signature merely signifies that he/she has read the material to be filed and does not necessarily indicate agreement with its content. An employee's refusal to sign will be noted by the administrator and a witness.
- The employee shall have the right to answer any material filed, and his answer shall be attached to the file copy. Furthermore, the employee shall be given the right to review such disputed material pursuant to the grievance and arbitration procedure set forth in this Agreement.
- By appointment with the appropriate authorized person, the employee, his Union representative or other authorized representative, after proper identification, shall be permitted to examine his file. The employee shall indicate in writing, to be placed in his file, that he has examined the same.
- Only those personnel who have an official right and reason for doing so may inspect an employee's file. Such personnel shall indicate in writing, to be placed in the employee's file, that he has examined said file and the reason for said examination.
- Administrators shall continue to place in an employee's file information of a positive nature indicating competencies, achievements, performances, or contributions of an academic, professional, or civic nature. Any such materials received from competent responsible outside sources shall also be included in an

employee's file.

- Confidential inquiries and replies or any such material received from outside sources, except for court orders that are in effect which may require deductions from the employee's pay, which are included in the employee's file shall be expunged from said file upon the completion of the employee's probationary period of employment.
- Upon written request by the employee to the Chief Human Capital Officer, disciplinary documents, other than documents concerning misconduct involving a child, shall be removed from the personnel files after one (1) year providing the behavior has not been repeated within one (1) year.

## 2. Transfers

### a. Voluntary Transfers

A roster shall be developed and maintained throughout the year of those employees who request transfers. This roster will be used to select employees for transfer for the following school year. Employees requesting transfers shall list their choices of new assignments in order of priority.

Employees shall be placed on the roster in order of their qualifications, and the filing dates of their transfer requests.

If equally qualified candidates file on the same date, system wide seniority shall be used to determine their placement on the roster. If an employee does not receive a requested transfer, he/she shall be notified of the reasons in writing and his/her name shall remain on the transfer roster. No later than the 15th of each month, the Board shall send the Union a copy of the updated transfer list.

Applicable to Employees Whose Positions Were in Unit I (BTU Teachers) or Unit II (Public School Administrators and Supervisors Association) on June 30, 2010:

A roster shall be developed and maintained throughout the year of those employees who 1) were moved to Unit III as a result of the Board Resolution of June 8, 2010, 2) have current MSDE certification, and 3) request transfers into positions in Unit I. This roster will be used to select certificated employees for transfers at the end of the first semester and/or for the following school year. This roster must be used to assign employees into Unit I positions before applicants from outside BCPSS are hired and assigned to Unit I positions. Employees requesting transfers shall list their choices of new assignment in order of priority. Employees shall be placed on the roster in order of their qualifications, and the filing dates of their transfer requests. If equally qualified candidates file on the same date, system-wide seniority shall be used to determine their placement on the roster. All requests shall be processed by the Office of Human Capital. If a certificated employee does not receive a requested transfer, he shall be notified of the reason in writing and his name shall remain on the transfer roster. On a quarterly basis, the Human Capital Officer shall send the Union a copy of the updated transfer list. No voluntary transfer shall be denied for reasons that are arbitrary, capricious, unreasonable or based on personal preference. All employees formerly in Unit I who are transferred back to Unit I shall retain Unit I seniority.

b. Involuntary Transfer Policy

Involuntary Transfers shall be made in such a way as to prevent undue disruption of the instructional program and school system operations. An employee may be transferred involuntarily in order to reduce experience imbalance and administratively by the Principal, the Executive Director of Elementary/Middle Schools or Executive Director of Secondary Schools or the Human Capital Officer to adjust curriculum and instructional deficiencies, or to improve school system operations. No employee will be transferred without just cause, or more than once during any school year. The employee may request a meeting with the administrator responsible for the transfer. This meeting, if requested, should take place within five (5) school days of the transfer notice.

3. Seniority

a. Applicable to Employees Whose Positions Were in Unit I (BTU Teachers), Unit II (Public School Administrators and Supervisors Association), Unit III (BTU Paraprofessionals) or Unaffiliated on June 30, 2010:

1. Seniority shall be defined as the length of continuous service that period of time from date of entry as an employee in the Baltimore City Public School System to the time of the proposed personnel action, minus periods of non-creditable service. Continuous service includes all time spent in the actual employment and on the payroll of the Board including all authorized paid leave time. Time spent on any approved leave of absence without pay or on layoff status up to two (2) years from the date of the layoff shall not be considered a break in continuous service for the purpose of seniority status. However, the actual time spent on the approved leave or on layoff status shall not be counted in the employee's seniority. Non-creditable service may have been in result of previous layoffs in excess of two (2) years, disciplinary action or resignation.

2. Reduction in Force

a. In any reduction of personnel necessitated as a result of budgetary actions, or declining enrollment, personnel shall be laid off solely on the basis of qualifications and on system-wide seniority counted from the most recent date of employment. The employee with the least amount of seniority shall be identified for layoff. A violation of this procedure only, may be the subject of a grievance. Decisions to layoff by the Board are not subject to the grievance procedure.

b. At least fifteen (15) days prior to finalizing the reduction in staff, the Board will meet with the Union to explain and discuss the proposed reduction. The Board will provide the following information:

- i. A seniority list of all employees.
- ii. Statistics on attrition.

c. The CEO and the Board of School Commissioners shall determine the areas in which recall is to take place and the number of persons to be recalled.

Employees will be recalled first in reverse order of layoff. The right to recall shall expire two (2) years after the date of layoff.

- d. At the time an employee is notified that he is to be laid-off, the Board shall advise him of his recall rights. Employees shall be recalled in reverse order of layoff. At the employee's request the Board shall supply information which will help such employee to qualify himself in another area.
  - e. The Board shall notify adjacent district(s) of the layoff and that affected employees are available for employment.
  - f. The Board shall give each employee notice of recall either by certified or registered mail to the last known address supplied by the employee, and the employee must respond to such notice in some verifiable manner within fourteen (14) days after receipt thereof. If an employee fails to respond within the required time, the employee shall be deemed to have terminated his employment with the Board.
  - g. Any employee who has been laid off in accordance with the layoff procedures and is recalled shall be resumed to his position or a vacant position with all the rights and benefits due him prior to his layoff. This shall include, but not be limited to, seniority status.
- b. Applicable to Employees Whose Positions Were in Unit IV (City Union of Baltimore) on June 30, 2010:
- 1. The Board and BTU recognize the principle of seniority as a factor in promotion, lay-off, re-employment, transfer and other conditions of employment; and recognize the need of maintaining an efficient work force. The application of seniority under this Article shall prevail where the principle does not conflict with any provisions of applicable law. Seniority is understood to mean seniority within classifications/job titles or within positions for which the employee is qualified.
  - 2. In determining seniority as a factor for promotion or transfer, the length of service in the particular division shall be considered rather than length of service in the bureau or department. All employees protected by this Agreement who were covered as civil service employees under the Charter of Baltimore City shall retain, through June 30, 1998, service credit, seniority, qualification for placement on the reemployment list, qualification for promotion or transfer, and eligibility for employment should the employee be displaced or laid off by the Board, said employees shall not suffer a break in service pursuant to SB 795, Section 15.

The parties agree that unit members identified for layoff shall be reassigned, where possible, to an existing vacant position; provided, that within management's sole discretion the employee is deemed qualified and able to perform the duties of the job.

On July 1, 1998, the Board shall recognize that each employee shall be protected by this Agreement with the seniority and service previously accumulated by each current employee who was employed on or before June

30, 1998 whether the seniority or service was accumulated as an employee of the Mayor and City of Baltimore or as an employee of the Board.

3. It is the intention of the parties that if the Board is compelled to lay-off permanent employees on a departmental basis, the sole criterion of inverse order of their original appointments to BCPSS or City service based on continuous years of employment shall be followed to the extent allowed by applicable law; provided, however, that nothing in this Paragraph C shall be deemed to authorize or require any administrative action which, if taken, would conflict with any provision of applicable law. Prior to such lay-offs, the Board shall meet with the Union. The Board shall terminate all temporary employees within the affected department, except as provided in , before the lay-off of permanent employees. The Office of Human Capital shall maintain, in accordance with its rules and regulations and by appropriate classifications, re-employment lists containing the names of employees laid off in accordance with the above provision.

Within the capability of the computer system, vacancy lists will be made available to BTU showing BTU positions. Lists shall be available every two (2) months or as soon thereafter as possible. Agency organizational lists, upon development, will also be made available to BTU.

4. Before an employee's effective lay-off is scheduled, he shall be entitled to convert to cash payment accumulated vacation or personal leave. In either event, sick leave for the then current sick leave year shall be converted to cash payment on a four (4) to one (1) basis as herein provided at the time of employment termination.
4. Whenever new programs are created, vacancies and positions will be advertised and posted on all appropriate bulletin boards and the Board's website.
5. Use of Substitute Teachers

A Paraprofessional will be asked to serve as a per diem substitute only by mutual agreement of the Principal and the employee provided that the Principal makes reasonable attempt to exhaust the substitute list. An employee will receive payment as a per diem substitute in accordance with the per diem substitute schedule. A Title I assigned Paraprofessional or one-on-one IEP Aide shall not be allowed to serve as a substitute, pursuant to federal regulation. In emergency situations when a Paraprofessional must substitute, the Paraprofessional shall be paid pursuant to the per diem substitute schedule. No Paraprofessional shall be given compensatory time for substituting.

6. Paraprofessional employees shall not assume the responsibilities for classroom management, instruction and the writing of lesson plans unless they are serving in a substitute teacher capacity as agreed to in this document. Paraprofessionals shall continue to maintain student logs and other similar records. Except in emergency situations and cases of Special Education annual IEP screenings, Paraprofessionals shall not be asked to conduct class for longer than one (1) hour.
7. Evaluations



All employees shall be evaluated annually, with a mid-year performance check in.

8. Lunch Period - Paraprofessionals

Full-time Paraprofessional employees shall receive not less than a thirty (30) minute lunch period, except in schools with modular scheduling.

9. Parent Liaison Workers shall be assigned to one location at a time.

10. Every effort shall be made to assign Paraprofessionals to not more than two teachers each.

11. BCPSS shall make every effort to ensure that no Paraprofessional shall be transferred or laid off as a result of implementing new tutorial programs.

### ARTICLE XIII

#### Career Training Services

A. To insure that employees in the bargaining unit are offered an opportunity to qualify for professional advancement through experience and appropriate career training, the Board and the Union agree to establish a Steering Committee composed of Paraprofessional and School Related Personnel Staff to work with the CEO. The purpose of the Committee shall be to develop an in-service training component, improving the efficiency of operations and assisting Paraprofessionals in obtaining a Bachelor's degree in teaching. The Committee shall be responsible for the planning. The program shall be implemented immediately upon approval of the CEO. To achieve this program the sum of \$35,000 shall be provided for the implementation of the in-service program.

B. The Board of School Commissioners and the Union agree that continual communication in education is essential to the growth of Paraprofessionals and School Related Personnel and in maintaining quality educational programs in the public schools of Baltimore. Accordingly, the parties agree that in-service training programs will be developed by a joint Union-Board Committee and instituted by the CEO which shall be aimed at topics such as the following:

- Inner City Schools
- Disruptive Child
- Audio-Visual Aids
- The Role of the Paraprofessional in Education and Basic Skills
- Others as decided upon by the joint committee.

No paraprofessional or school related personnel employee shall be assigned to a new position without appropriate training.

The in-service training meetings held on school days may be required or may be voluntary as determined by the Board of School Commissioners. Paraprofessionals and School Related Personnel who attend in-service training shall be paid their regular rate of pay and suffer no loss of pay. In-service training on Saturdays shall be voluntary and Paraprofessionals and School Related Personnel who attend shall receive a stipend as provided by the Board of School Commissioners. The joint committee will be responsible for evaluating the in-service training program.

- C. The Board of School Commissioners shall pay a portion of the cost of tuition fees for courses taken by Paraprofessionals and School Related Personnel up to and including twelve (12) credit hours per school year in an educational field or related area approved by the Board. Tuition reimbursement payments by the Board shall be taxed only as required by IRS rules and regulations. Reimbursement will be in accordance with the following percentages:
1. Up to and including Master's Degree – 75% tuition reimbursement
  2. Beyond Master's Degree - 50% tuition reimbursement

Paraprofessionals and School Related Personnel receiving tuition reimbursement shall be required to remain an employee of the Board for three (3) school years following the reimbursement. If the Paraprofessional or School Related Personnel employee voluntarily terminates employment with the Baltimore City Public School System, he/she shall return all tuition reimbursement for the previous three (3) school years.

The grade requirement for tuition reimbursement shall be “B” or better.

Application for course approval and proof of passing shall be made by certified mail to the Human Capital Officer, Attention: Tuition Reimbursement, 200 East North Avenue, Baltimore, Maryland 21202.

The following deadlines for submitting applications for approval of tuition reimbursement shall be as follows:

1. October 1- Fall Semester
2. February 1- Spring Semester
3. July 1- Summer Semester

Note: A tuition payment statement or bill with a canceled check must accompany the completed application. Should any deadline fall on a weekend or holiday, applications shall be due the following workday.

The Board shall notify all applicants of course approval within fourteen (14) days of application.

If all appropriate information and documentation that a course has been passed is completed and submitted as specified in Article XIII, payment for tuition shall be made within forty (40) school days.

- D. The Teacher Recruitment through “PSRP to Teacher Initiative,” and the Memorandum of Understanding between the Baltimore City Public School System (BCPSS), Baltimore Teachers Union (BTU), Baltimore City Community College (BCCC), and Coppin University (CU) as proposed for a Paraprofessional and School Related Personnel to Teacher Degree Cohort in Special Education, is hereby incorporated and made a part of this Agreement.

## **ARTICLE XIV**

### **Health and Welfare**

- A. The current level of health benefits shall continue.

1. The Blue Cross/Blue Shield Traditional Plan shall terminate on December 31, 2007 provided that no current participant in Blue Cross/Blue Shield shall pay a higher premium than PPN in calendar year 2008 (or thereafter) as a result of the discontinuation of the Traditional Plan.

Effective January 1, 2008, for those employees in the Blue Cross/Blue Shield Preferred Provider Network (“PPN”), 83.5% of the actual premium shall be paid by the Board and 16.5% shall be paid by the employee. Effective January 1, 2009, for those employees in the Blue Cross/Blue Shield Preferred Provider Network (“PPN”), 81.5% of the actual premium shall be paid by the Board and 18.5% shall be paid by the employee. Effective January 1, 2008, employee co-pays for office visits shall be \$5.00 for primary physician and \$10.00 for specialists.

For those employees utilizing the Health Maintenance Organization (“HMO”) option, effective January 1, 2008, shall pay 2.5% of the actual premium and the Board shall pay 97.5% of the actual premium. Effective January 1, 2009, employees utilizing the HMO option shall pay 5% of the actual premium and the Board shall pay 95% of the actual premium.

2. The employee cost of the drug prescription plan will be \$10.00 for generic drugs and \$15.00 for brand drugs and an average monthly premium cost to employees of \$3.50 (10 months only). A single co-pay of \$5.00 for generic and \$15.00 for brand drugs shall be charged for a ninety day fill. Optional mail order for a 90 day fill with a \$15.00 co-pay for generic drugs and a \$20.00 co-pay for brand drugs.

B.

1. A joint committee, named by the Board and named by the Union, shall be established to monitor the health program and to work collaboratively to achieve sustainable savings in health care. This committee shall meet on a monthly basis and shall submit a report to the Board of School Commissioners. Any committee member shall be entitled to request and receive all utilization, expenditures and financial data directly from the BCPSS. Members of the committee shall have timely access to all utilization, expenditures and financial data regarding insurance programs covering Paraprofessionals employed. The joint committee will meet upon request to discuss the effectiveness and status of the program with the BCPSS at least twice a year. The BCPSS shall not make any changes in insurance benefits without first consulting with the joint committee established by this subsection.
2. In the event an employee is on leave without pay for personal illness, the Board shall continue to pay its share of the cost of his Blue Cross/Blue Shield or HMO coverage for a period not to exceed thirty (30) days, provided the affected employee continues to assume his appropriate contribution for said coverage. The Union and the Board shall work out a means whereby employees shall have a reasonable opportunity to apply for and be granted additional approved days of sick leave from the Sick Leave Bank before being billed for the full amount of BC/BS or HMO premiums.

- C. The health insurance vendor shall be selected by the Board through the process of competitive bidding. The process of competitive bidding is based on updated RFP’s reviewed by the Union. Any health care vendor selected through competitive bidding must provide “At least the same level and type of benefit coverage” as provided under the 2007-2009 Agreement.

D. In the event there is a dispute about whether “At least the same level and type of benefit coverage” is provided by any potential vendor, the following procedure shall be used to resolve that dispute:

A tripartite panel including a representative of the Board, a representative of BTU (Paraprofessional), and a neutral third party that is acceptable to the Board and the Union shall within five (5) working days of the declaration of a dispute, schedule a hearing(s) on this matter. The panel shall have fifteen (15) working days from the conclusion of the hearing(s) to issue a final and binding decision limited solely and exclusively to a determination of whether “At least the same level and type of benefit coverage” is provided by a potential vendor.

E. The Board shall contribute not less than \$200 to a health and welfare program which consists of life insurance, optical services and dental. The optical program will include fashion frames as allowed. The Board will pay \$50.00 toward the cost of physical exams. A detailed listing of benefits can be found in the health plan comparison chart distributed during annual open enrollment. No benefit available through December 31, 2007 shall be discontinued.

The Board shall provide life insurance in the amount of \$27,000 or one year’s annual salary, whichever is higher, for each employee, \$2,000 for the spouse of each employee, \$1,000 for each child age more than 6 months to 23 years of each employee, and \$200 for each child age 14 days to 6 months of each employee.

Employees covered in this Agreement are covered by the following cost containment except as provided in Sections A, B, C and E. Employees whose positions were within the Public School Administrators and Supervisors Association (“PSASA”) on June 30, 2010 may elect to receive the dental plan coverage provided under the negotiated agreement with PSASA or the dental plan coverage provided under this Agreement.

Dental Plan Feature	Employee Co-pay - Network Only
Preventive and Diagnostic Services · Examination · Cleaning · x-rays	\$0 \$0 \$0
Minor Restorative · Fillings and extractions · Oral surgery · Endodontic services · Periodontal services <sup>1</sup>	\$0 \$40-\$196 based on specific service \$45-\$310 based on specific service \$25-\$145 based on specific service
Major Restorative · Crowns · Bridges	\$92-\$190 based on specific service \$115-\$291 based on specific service

· Complete Dentures	\$249-\$264 based on specific service
Complete Orthodontics	\$1,850 co-pay

<sup>1</sup> Additional employee co-pay if approved specialist performs services.

1. Basic Plan - A detailed listing of benefits can be found in the health plan comparison chart distributed during annual open enrollment. No benefit available through December 31, 2009 shall be discontinued.
  - a) Blue Cross - 365 days hospitalization (with one time per year \$50 deductible per person).
  - b) Blue Cross -Diagnostic Endorsement #3 (with cost containment items as enumerated below).
  - c) Blue Shield Plan B
2. Blue Shield Plan C (with cost containment items as enumerated).
3. Diagnostic #4.
4. Major Medical (\$200) deductible effective January 1, 1991.
5. Pre- and post-natal care.
6. Sudden and serious onset coverage.
7. Second Surgical Opinion (with cost containment provisions as enumerated below).
8. Health Maintenance Organization alternative to Blue Cross/Blue Shield. (Board shall contribute the same dollar amount it contributes for the employee's Blue Cross/Blue Shield coverage.)
9. Alcoholism Treatment Program
  - a. Hospital/In-patient care - 30 days per year; 60 days lifetime maximum.
  - b. Outpatient Care - 30 visits -100% covered services; 15 additional visits 50% covered services.
10. Hospice Care
  - a. Non-Hospital Care -100% with \$20,000 lifetime maximum.
  - b. In-Hospital Care - 80% with \$20,000 lifetime maximum.
11. \$50.00 fee for Emergency Room use in non-emergency situations, waived if

admitted to the hospital.

12. Pre-admission Testing

- a. 100% reimbursement for pre-operative laboratory tests and x-ray examinations only if performed on an out-patient basis (unless medically necessary).
- b. 50% for same if performed on an in-patient basis.

13. Ambulatory and Diagnostic Procedures (non-emergencies) 100% reimbursement when certain enumerated procedures performed on outpatient (physician's office, ambulatory surgical center, outpatient department of hospital) basis.

14. Second Surgical Opinion must be obtained for certain enumerated elective surgical procedures.

15. Hospital Admissions/Discharge

a. No Friday, Saturday, or Sunday Admissions

- Non-emergency situations,
- Unless surgical procedures are scheduled over the weekend; or

b. Discharge from hospital within 24 hours of Doctor's release.

G. In the event either the state or federal government pass legislation mandating all employers to participate in a national or statewide health care plan, it is agreed to by the parties to this Agreement that the Board contributions for the employees' health care that were negotiated into the Agreement prior to the passage of such state or federal law, shall continue to be a part of this Agreement, but they shall upon the effective date mandating participation in such state or federal law, first be applied to the premium cost of such plan, with any remaining amounts to be used to purchase supplemental coverage for any items covered under the current health care plan.

## **ARTICLE XV**

### **Discipline and Discharge**

#### **A. Discipline**

Disciplinary action may be imposed upon an employee only for just cause. If the Employer has reason to reprimand an employee it shall be done in a manner that will not embarrass the employee before other employees or the public.

- B. The CEO shall impose a disciplinary action no later than thirty (30) days after the CEO or designee acquires knowledge of the misconduct for which the disciplinary action is imposed; except in those cases where the employee(s) involved may be charged with criminal offenses, or with offenses related to suspected violations of civil statutes that require specific forms of investigation, and in those cases the CEO (i) must give notice when appropriate to the employee(s) that the CEO's investigation is ongoing, and (ii) impose a disciplinary action no later than thirty (30) days after its investigation is completed. In any event, the Board's investigation of and disposition on an alleged infraction shall occur with reasonable dispatch.
- C. Discharge, Reduction in Pay or Position, or Suspension for More Than Thirty (30) Days
1. The Board shall not discharge any employee who has completed his probationary period nor shall the Board reduce in pay or position or suspend any employee without just cause. The employee will be promptly notified in writing giving reasons for any discharge, reduction in pay or position, or suspension for more than thirty (30) days. The probationary period shall be for a period of one (1) year.
  2. No employee shall be suspended without pay, even if only pending further investigation without (i) prior written notice of the offense(s) for which the employee may be charged, (ii) prior notice to the Union of the same; and (iii) prior informal hearing at which management shall be required to present its evidence and findings to sustain the charge(s) to the extent of a probable cause determination.
  3. Any employee who is discharged, reduced in pay or position, or suspended for more than three (3) days may contest the action by filing an appeal with the Board under Education Article 4-205 (c). In the event of any appeal involving either a suspension without pay or a termination, the Union may request an evidentiary hearing. If an evidentiary hearing is requested, the CEO, or designee and the Union shall mutually select an impartial hearing examiner from the list of hearing examiners maintained by the Board. The hearing examiner shall conduct an evidentiary hearing in accordance with Section 6-203 of the Education Article, and the CEO shall have the burden of proof. The hearing examiner shall transmit a proposed decision along with the record to the Board within thirty (30) days of the hearing. Either party may file written exceptions to the hearing examiner's recommendation consistent with Board Rule 407.04. The Board may permit the parties upon review of the exceptions oral arguments of fifteen (15) minutes per side on whether the hearing examiner's proposed decision should be accepted, rejected or modified. All costs for the evidentiary hearing, including the hearing examiner's fee, shall be the responsibility of the Board.
  4. The Board shall not drop or suspend health insurance coverage, or its contribution to the cost of such coverage, for any employee who is suspended without pay for thirty (30) days or less.

## **ARTICLE XVI**

### **Savings Clause**

If any provision of this Agreement is, or shall at any time be, contrary to law, then such provision shall not be applicable or performed or enforced, except to the extent permitted by law and any substitute action shall be subject to appropriate consultation and negotiations with the Union.

## **ARTICLE XVII**

### **Negotiations**

- A. The party submitting proposals shall separate all new proposals from present contract items for purposes of presentation; or he shall underscore all new language which is submitted within the context of previously adopted language.
- B. Negotiations shall be conducted in closed sessions unless both parties agree to the contrary.

## **ARTICLE XVIII**

### **General Provisions**

#### **A. Chapter Committee**

The Paraprofessionals and School Related Personnel of each school and each work site may establish a Chapter Committee, composed of not more than five (5) Paraprofessionals and School Related Personnel, for the purpose of meeting with the Principal and/or administration to discuss areas of concern. The Committee, at its option, may combine its meetings with those between the Principal and/or administration and the Teachers' Union Chapter Committee in the school.

#### **B. Employee Protection**

- 1. If an employee, in connection with his employment, is subjected to assault or battery, he shall immediately report the incident and the circumstances to his Principal or supervisor. The Principal or supervisor shall forward the report to the Executive Director of Elementary/Middle or Secondary School or the Office of Human Capital, as appropriate, with a copy to the Union.
- 2. A student involved in an assault on an employee may be removed from the school by the Principal or other appropriate administrator in accordance with Board rules and State law.



3. The alleged assault will be promptly investigated. The report of this investigation shall be forwarded to the Board and to the Union. The employee has the right to have a conference with the appropriate Executive Director or supervisor prior to a decision relating to the student's placement in the school. If there is an objection to the placement decision, diligent efforts shall be made by the CEO to find alternative placements for the student or the employee.
4. If the assault is by a pupil or a non-pupil and the employee wishes to file juvenile or criminal charges, the Principal or their appropriate staff will promptly report the incident to the proper law enforcement authorities.
5. In either case (pupil or non-pupil), the Board agrees to cooperate with the employee by complying with any lawful request by the employee for information in the Board's possession relating to the incident or the person involved.
6. In cases involving an assault upon an employee, the security officer shall, upon request of the employee involved, provide the necessary advice and assistance including assistance in securing proper warrants, investigation of assaults, filing of juvenile petitions, calling for Police Department assistance, accompanying the employee to court and sharing information relevant to the assault incident.
7. If an employee who was assaulted by a student files juvenile or criminal charges against the student, the employee may request that the CEO alternatively place the student pending the outcome of those juvenile or criminal charges. In all cases the actions described herein are subject to the Family Educational Rights and Privacy Act and the order and direction of appropriate judicial authority.
8. The Labor Management Committee shall establish a subcommittee with an equal number of Board and Union representatives to study and propose responses to the issues of employees' personal property destroyed, stolen or damaged by students or others on school property, as a result of accident, vandalism or theft. The subcommittee shall issue findings and recommendations to be presented to the CEO for his/her consideration.

#### C. Liability Insurance

The Board shall provide comprehensive liability insurance to any employee in accordance with State law. Such insurance shall provide, within the limits of the coverage, indemnification against damages sustained by him by reason of an action or claim against him arising out of his employment.

#### D. Legal Counsel

If criminal or civil proceedings are brought against any employee as a result of any action or inaction on the part of the employee during the course of his employment, the Board shall furnish in accordance with State law legal counsel to defend him in such proceedings upon his request.

## E. Personal Affairs

1. The Board will continue to recognize that the personal life of an employee is not an appropriate concern or attention of the Board, except as it may prevent the employee from performing properly his/her assigned functions or where it disturbs the educational environment or delivery of educational services.
2. Complaints received by the Board against an employee concerning unpaid bills, bad checks, delinquencies, or Court judgments, will be forwarded to the employee without comment.

## ARTICLE XIX

### Compensation

- A. Commencing July 1, 2010, there shall be a retroactive 2% across the board increase on all existing pay scales of employees covered by this Agreement. Longevity rates shall remain, shall be increased by 2% and shall be paid retroactively. In addition, each employee shall receive a one-time stipend of \$750.00.

Commencing July 1, 2011, there shall be a 1% across the board increase on all existing pay scales of employees covered by this Agreement. Longevity rates shall remain and shall be increased by 1%. In addition, each employee shall receive a one-time stipend of \$500.00. In addition, paraprofessional pay scales 1, 2, 3, 4, 6, 7, and 8 shall be collapsed to Oracle Grades 824, 818, 826, 827, 823, 822, 820 respectively, such that employees in lower pay grades shall receive the next highest pay on the new scale. No employee shall receive less than a 1% raise and \$500 as a result of the collapsing of pay scales. Employees who receive more than the equivalent of a 1% raise and \$500 as a result of the collapsing of pay scales shall receive the rate on the new pay scale only.

By no later than June 30, 2011, a Joint Board-BTU Salary Study Committee ("Salary Study Committee") shall be established to examine and recommend new salary scales for all bargaining unit employees not on paraprofessional pay scales, including licensed therapy assistants. The Salary Study Committee shall be staffed by two full time employees of the Board, one designated by the Board, and the other designated by the Union, and such other bargaining unit members and Board employees as are necessary. The Salary Study Committee shall retain an expert consultant to work with it to study the existing pay scales (other than paraprofessional scales, 1, 2, 3, 4, 6, 7, 8, and 9), review job descriptions, and research compensation for comparable positions and job responsibilities in the public sector in Baltimore City, Baltimore County, Howard County, Anne Arundel County and Harford County. The consultant, in consultation with the Salary Study Committee, shall prepare a written report and recommendations for new pay scales for the bargaining unit (other than paraprofessional scales, 1, 2, 3, 4, 6, 7, 8, and 9). The Salary Study Committee shall present both its report and recommendations and the data and information upon which it is based to the Board and the Union by no later than December 30, 2011. It is anticipated that the Salary

Study Committee will develop wage recommendations based on current levels of comparability, and the finally adopted levels should be considered appropriate for fiscal year 2012. For fiscal year 2013, and to remain competitive, the recommended wages should be increased by a percentage that is the average of the Employment Cost Index for Civilian Workers (December 2011) and the Washington Baltimore Consumer Price Index for all Urban Consumers (January 2012).

This Agreement shall be opened for negotiations between the Board and the Union for purposes of accepting, rejecting or modifying the Salary Study Committee's recommendations, and shall commence to meet, for this purpose only, by no later than January 15, 2012.

Commencing July 1, 2012, all paraprofessional pay scale, including longevity payments, shall be increased by a percentage that is the average of the Employment Cost Index for Civilian Workers (December 2011) and the Washington Baltimore Consumer Price Index for all Urban Consumers (January 2012). Paraprofessionals who receive a satisfactory evaluation shall move one interval on the pay scale. Paraprofessionals who do not receive an evaluation shall be deemed to have received a satisfactory evaluation and shall move one interval on the pay scale. All other bargaining unit employees shall be placed on the new salary scales as negotiated by the Board and the Union after review of the Salary Study Committee's report and recommendation.

Commencing July 1, 2013, all pay scales, including longevity payments, shall be increased by a percentage that is the average of the Employment Cost Index for Civilian Workers (December 2012) and the Washington Baltimore Consumer Price Index for all Urban Consumers (January 2013). All bargaining unit employees who receive a satisfactory evaluation shall move one interval on the pay scale. All bargaining unit employees who do not receive an evaluation shall be deemed to have received a satisfactory evaluation and shall move one interval on the pay scale.

- B. Paraprofessionals in central administrative offices shall receive an additional 5% salary, differential which amount is built into the existing pay scale.
- C. Twelve (12) month employees shall receive wages as described in Article XIX, effective July 1 of each contract year. In the event that the effective date of the salary adjustment falls within the first half of the pay period, the employee shall receive the payment for the entire pay period, the payment shall be made as of the next succeeding pay period.
- D. Employees assigned to 12 month positions working administrative hours (8) hours shall continue to receive their salary for hours worked as described in Article VI, Section C.3 for the months of July and August.

- E. In order to be paid on the Para Educator Pay Scale employees must be either adjudged “highly qualified” as defined by MSBE in conformance with the No Child Left Behind Act and classified and assigned as an instructional paraprofessional, or classified and assigned as a special education assistant.

### **Job Security**

Employees may be laid off based upon projected decline in pupil enrollment, program curtailment, or loss of budgeted funds or other government agency whether Federal, State, or Local. In the event such action becomes necessary, the Board shall notify the Union and the affected employee thirty (30) days in advance of the date of layoff.

### **Out of Title Pay**

Non-instructional paraprofessionals who work out of title (i.e., in a higher classification, such as an instructional position) for five (5) consecutive days or more, shall be paid out of title pay at the rate of the higher classification for all days worked in the higher classification.

Whenever any other employee under this Agreement is assigned to perform the duties and responsibilities of a higher classification, he shall be paid the higher rate for such services from the first working day. Time spent performing such duties and responsibilities shall accrue in one (1) month intervals, and shall be applied to future promotions of such employee to a permanent position in the same job for purposes of step or experience level compensation.

## **ARTICLE XX**

### **Occupational/Physical Therapy Assistants**

The Board recognizes that this group of employees provides specialized services to the BCPSS. Toward that end, the Board agrees to assist each employee in striving to maintain certification or licensure as required. In order to do that, the Union and the Board will convene a committee consisting of an equal number of representatives from the Board and the Union that will develop a program of staff development for these employees with implementation to take place upon approval by the Board.

## **ARTICLE XX-A**

### **JROTC**

- A. All JROTC instructors shall be 12-month employees. All JROTC instructors must be currently certified by one of the Armed Services that sponsors JROTC programs and provides cost sharing of personnel costs. When hired, all JROTC personnel shall be assigned pay that at least equals the Minimum Instructor Pay determined appropriate for that individual by the Military.

B. The Board shall continue its current practice to compensate JROTC personnel for weekend work, summer camp and summer duties; and the rate(s) at which the Board compensates candidates for that work shall be uniform throughout the Public School System.

C. JROTC Compensation

1. The BCPSS hiring rate for JROTC Instructors is a rate that uses a benchmark compensation level established by the cognizant branches of the U.S. Armed Services. The actual paid rate shall be within the pay structure that is closest to but not less than the benchmark rate. The rate provided by the cognizant branch of the U.S. Armed Services shall apply only to those instructors representing a specific military branch.
2. A change in rate will only occur when the military service adopts a higher benchmark compensation level or BCPSS negotiates into the labor agreement a higher rate of pay. The JROTC employee will receive the higher of the two rates.
3. JROTC Instructors remain on the appropriate level of the salary schedule and shall not receive level movement. In the event the MIP increase exceeds the negotiated salary increase, JROTC Instructors shall be placed on the step of the salary schedule that most closely reflects the MIP increase.
4. Military credentials are not a substitute for academic certification requirements and therefore no credit is granted for advanced education attainment under the JROTC compensation plan.

**ARTICLE XX-B**

**Transportation Expenses**

A. Travel Allowance

The Board shall provide employees with a travel allowance in accordance with the business standard mileage rate as prescribed by the Internal Revenue Service (IRS). Employees shall also be reimbursed for the use of any parking facility expenditure they incur as part of their work assignment as authorized by the Board.

**ARTICLE XX-C**

**Safety and Health**

- A. The Board and BTU shall cooperate in the enforcement of safety rules. Should an employee feel that his work requires him to be in an unsafe or unhealthy situation, the matter shall be considered immediately by the Board. If the matter is not adjusted satisfactorily, it may

become the subject of a grievance and shall be processed pursuant to the Grievance Procedure.

B. The Board shall, where applicable, provide its employees with adequate safety equipment. The Board and BTU shall establish, where appropriate, joint committees to review safety standards, accident-related causes and safe place-to-work grievances. The Board shall establish first-aid stations at work areas designated by the Director of Safety. Moreover, the Board shall cooperate with the Red Cross to provide First Aid training courses to all interested employees at areas designated by the Director of Safety. Any employee required to work in areas identified as, or suspected as containing asbestos, shall be provided OSHA approved training, and where necessary, personal protective equipment in advance of being required to enter such areas.

C. Video Display Terminal (VDT) Safety Rules

1. The Board and the Union recognize that the use of technologically advanced office equipment can increase the productivity and efficiency of BCPSS operations. To address issues of health and safety concerns which may be created by the use of video display terminals (VDTs), the Board agrees to provide the following for all employees whose primary job responsibility is to work on VDTs for six (6) or more hours per day:
  - a. Annual eye examinations to be provided by the Office of Occupational Medicine and Safety.
  - b. After one (1) hour of continuous work on a VDT, an employee shall be entitled to a rest break or rotation to other work activities not using a VDT, for a period of fifteen (15) minutes.
2. The Labor Management Committee shall establish a subcommittee with an equal number of Board and Union representatives to address other health and safety concerns associated with prolonged exposure to VDTs.

**ARTICLE XX-D**

Due to the severe and extraordinary fiscal circumstances in which the parties find themselves, and the parties desire to have the most qualified person assigned to provide services to children, the Board and the Union agree that for the period 2010-2011 to 2012-2013, the parties shall adopt the following procedure to minimize surpluses, to ensure placement of existing staff in vacant positions, and to assist existing staff in locating vacant positions for which they are qualified.

- Individuals who have satisfactory evaluations but whose positions are identified to be removed from their schools solely on fiscal considerations shall be assigned by the Central Office to support education in areas for which they are qualified for a period of at

least one school year, commencing with the removal from their current position and ending with the beginning of the next full school year.

- During the time that the employee is assigned to a position by the Central Office, the employee shall be given 10 school days per year, pro-rated, during which the employee may research, apply for and interview for open positions.
- If there are any vacancies, schools first must offer open positions to current qualified BCPSS employees prior to making any offer to a non-BCPSS candidate.
- If the employee is unable to obtain a position for which the employee is qualified after the expiration of the above stated period, the employee shall be released from employment and kept on a qualifications based recall list for one (1) year.
- The Board shall provide the Union with monthly notice of all open positions in the bargaining unit, and the Board shall place notice of vacancies on the BCPSS intranet, school bulletin boards and the Office of Human Resources as positions become available.

If there are any bargaining unit members who are in a surplus status, the Board shall, within 30 days of the execution of this Agreement, terminate all contracts with third parties that provide services ordinarily assigned to or performed by bargaining unit members in surplus status provided that there is no penalty for terminating the specific contract prior to the end of its stated term. Bargaining unit members currently assigned to surplus positions shall be assigned, if qualified, to openings caused by the termination of third party contracts. If, during the term of this Agreement, there are any bargaining unit members who are in a surplus status, the Board shall not contract with third parties to provide services ordinarily assigned to or performed by qualified bargaining unit members who are available to perform the particular services.

Any I.E.P. that requires services that are ordinarily performed by bargaining unit members shall be performed by bargaining unit members. This work may not be subcontracted unless there are no qualified bargaining unit members available to perform the service required under the I.E.P. No bargaining unit member shall be regularly assigned work that is ordinarily assigned to and performed by other employees or other bargaining unit members. For example, a paraprofessional shall not be assigned to perform the duties of a secretary.

#### **ARTICLE XX-E**

- A. Quarterly and upon request, the Board shall prepare a written report (the “Quarterly Report”) which shall be delivered by the Board to the Union within the first ten days of the month.
- B. The Board shall list in the Quarterly and requested Reports the number of all bargaining unit positions that are authorized within the annual operating budget of the Baltimore City Public School System, and the number of positions that are vacant or are not filled by permanent employees who are covered by this Agreement.

- C. The Board shall meet with the Union to discuss the Board's efforts to fill those positions identified as vacant or unfilled. If the Union requests it, the Board shall attempt to identify every bargaining unit position that is vacant for more than sixty (60) days, within the month following that Monthly Report.
- D. Within forty-five (45) days before the first day of school in each school year, the Board shall deliver to Union a list of the types of bargaining unit work and of bargaining unit-type positions expected for each public charter school for the ensuing school year. The Board shall, upon demand by the Union, meet with the Union to bargain over the effects of such work and work assignments in the Public Charter Schools.
- E. The Board shall not unreasonably require any bargaining unit personnel to perform tasks that are not within the employee's job descriptions, or for which they have not been adequately trained. The Board also shall not ask or require any bargaining unit personnel to be responsible for the work of any outside contractor.
- F. If the occupants of any bargaining unit positions have been required, as a matter of routine, to perform higher rated work, work for which they are not trained, or work that is not within their job description, the Board shall upon demand of the Union commission a job classification study to reassess the value of their work. The Union and the Board shall negotiate the rate of compensation for any newly created classification.

## **ARTICLE XX-F**

### **Technological Changes**

The Board and BTU recognize that advances in technology lead to changes in the work environment. The Board and BTU also recognize that the retention of experienced employees is essential to efficient BCPSS operations. The Board and BTU will cooperate in providing transitional assistance to those employees affected by technological changes. The Board shall make every effort to find a position for which the affected employee is qualified within the BCPSS.

## **ARTICLE XX-G**

### **Labor-Management Meetings**

The Board and BTU agree to the establishment of Labor-Management meetings to discuss concerns of both parties, foster improved communication between the Board and members of the bargaining unit, and to convene meetings and/or create subcommittees to address the matters delegated to committees in Article XVIII, Section B.8, Article XX-D, and Article XX-H, Section B. The parties shall meet at least once a month, unless both parties agree to waive the meeting. The parties may agree to meet in the interim between regularly scheduled meetings. Labor-Management meetings are not negotiations and cannot add to, subtract from, or otherwise modify the terms of the collective



bargaining agreement, nor shall grievances or appeals be discussed at these meetings. Labor-Management Committees shall be composed of no more than five (5) Union representatives and five (5) Management representatives. The Union representatives shall be granted paid release time to attend Labor-Management meetings.

At least five (5) working days prior to the agreed meeting date, each party shall provide the other with an agenda. This requirement may be waived by mutual agreement.

## **ARTICLE XX-H**

Applicable to Employees Whose Positions Were in Unit IV (City Union of Baltimore) or Unaffiliated on June 30, 2010:

### **A. Pension and Related Benefits**

1. In accordance with SB 795 (1997), Sections 19 and 20, employees covered by the Agreement shall continue as members of the Employees' Retirement System of Baltimore City or the Teachers Retirement System of Baltimore City or the Teachers' Pension System, whichever is applicable. It is recognized that the Board does not control or serve in a fiduciary relationship on these plans. Nonetheless, the Board agrees to submit to BTU and all information that it receives from the retirement system.
2. During the term of this Agreement, the Board agrees to submit to BTU all proposed changes, modifications and/or amendments to the Retirement System that it receives from the Retirement system. No proposed changes, modifications and/or amendments to the Retirement System shall be submitted during the term of this Agreement without prior consultation with BTU.
3. Employee Pension Counseling Service - BTU shall submit the names of eight (8) representatives to the Human Capital Officer within sixty (60) days of the effective date of this Agreement. Within thirty (30) days thereafter, the Board shall begin to train the representatives in the counseling of employees so that they may assist employees in the selection of retirement plan and/or retirement allowance options. BTU representatives selected as counselors shall be granted time with pay from their positions in the classified service while engaged in training and orientation and during the periods spent counseling prospective retirees.
4. Transfer of Pension Funds: Employee Authorization and Release - In cases where the Employees' Retirement System transfers annuity and pension funds to either the State Retirement System or Teachers' Retirement System, the Board agrees to contact affected employees to notify them of executing an authorization and/or release for such transfer. Prior to and after the employee's annuity and pension funds have been transferred to either the State Retirement System or Teachers' Retirement System, the Employees' Retirement System shall provide each affected employee with a financial statement regarding his respective annuity and pension funds. Until this authorization and/or release is fully executed, the member shall remain in the Employees' Retirement System without loss of benefits.

### **B. Child Care Committee**

The Board and BTU recognize that the issue of child care is a concern of unit members. The Labor Management Committee shall establish a subcommittee with an equal number of Board and Union representatives which shall explore the child care needs of unit members and study available alternatives. The subcommittee shall report its findings and recommendations to CEO.

- C. Death and Accidental Death and Dismemberment and Catastrophic Illness Benefits Death benefits shall be provided in the amount of \$20,000 or the employee's annual salary, whichever is greater. The death and dismemberment benefits for permanent part-time employees who work an average of 50% of a regularly scheduled work week shall be the greater amount of their annual salary or that percentage of \$20,000 which corresponds to the percentage of the work year of a full-time employee which is represented by that part-time employee's regularly scheduled annual hours. In all cases, the Board shall provide coverage at no less than was available to unit members on June 30, 2010.
- D. Promotional Employment Opportunity and Job Transfer Lists
  - 1. BTU shall receive notice prior to the expiration of Human Capital Office lists at the time such notice is sent to department heads.
  - 2. All job announcements shall designate whether the job announced is competitive or non-competitive and such designation shall not be changed.
  - 3. Examination and recruitment lists shall be publicly and conspicuously posted at the offices of the Office of Human Capital and at conspicuous locations in all other BCPSS buildings.

## **ARTICLE XXI**

### **Enterprise Schools**

#### A. Enterprise Schools

The Board will honor Article XXI (Enterprise Schools). By definition, Enterprise Schools are individual schools that have been granted authority to make decisions concerning their administrative and educational operations. This authority is derived from the Board of School Commissioners and the CEO. These decisions are to be made in accordance with Labor Agreements.

#### B. School Oversight Committee

- 1. School improvement planning is a continuous process which provides direction and parameters for school operations. More important, school improvement planning is a process that allows key stakeholders the opportunity to collaborate on the mission, philosophy, goals, and strategies for improved management, teaching, and learning at the school site.

2. To fully exercise the instructional and management decision-making authority inherent in the current school improvement process, each school must involve a School Oversight Committee in the development and implementation of the school improvement plan. Each committee must have core membership which shall include at least two employees from the Paraprofessional and School Related bargaining unit, one of which will be the Building Representative.
3. Paraprofessional and School Related Personnel who serve in the school improvement process shall be given an opportunity to interact and collaborate without fear of reprisals.
4. No paraprofessionals or school related personnel shall be transferred solely on the basis of their involvement in the School Oversight Committee process.

C.

1. School Oversight Committees shall choose from the approved system-wide menu those activities which they determine best meet the needs of both students and teachers at each school. The Executive Director of Partnerships, Communications and Community Engagement shall ensure that the School Oversight Committees are properly constituted and are functioning appropriately. Each School Oversight Committee's recommendation of Professional Development Activities must be reduced to writing and submitted simultaneously to both the principal and the Executive Director by September 15. Included in the School Oversight Committee's report shall be its recommendation about when Professional Development activities would occur, guided by the instructional needs of the students. Options include: before the school day begins, after the school day ends, or on weekends. If the School Oversight Committees recommendation on any of these matters is rejected or modified, the principal and the Executive Director shall jointly provide the reasons, in writing, to the School Oversight Committee.
2. At the end of each semester, each School Oversight Committee must provide a report to the principal and to the Executive Director stating when and how each Professional Development activity was implemented.

## **ARTICLE XXII**

### **Employee Assistance Program**

The Board shall maintain an Employee Assistance Program. It shall be the policy of the Program to assist, in a strictly confidential manner, employees who seek assistance for alcoholism, drug abuse, family problems, psychological or other medical problems. This policy recognizes that these are treatable conditions and it is the employee's responsibility to seek professional assistance for them. Employees with such problems are encouraged to contact the

Employee Assistance Program by telephone or personal visit. Any contact with the Employee Assistance Counselor will be strictly confidential. The Employee Assistance Program shall make an evaluation of the employee's problem and recommend remedies, which may include referral to an appropriate treatment agency. It is the employee's responsibility to follow the recommendations of the Employee Assistance Counselor.

### **ARTICLE XXIII**

#### **HIV Policy**

The Board will follow policy guidelines for management of children with AIDS and/or HIV and HIV-related illnesses. The Union shall be notified of any change on these guidelines.

### **ARTICLE XXIV**

#### **Termination, Change or Amendment**

This Agreement shall become effective on July 1, 2010 and remain in full force and effect until June 30, 2014 unless otherwise stated herein. It shall automatically be renewed from year to year thereafter, unless either party shall give to the other party written notice of a desire to terminate, modify or amend this Agreement. Such notice shall be given to the other party in writing by registered mail no later than January 1 of the year involved.

### **ARTICLE XXV**

#### **Printing of Agreement**

The Union shall make arrangements for the printing of this Agreement, the cost of which the Board agrees to share with the Union. The Agreement shall be printed in a timely manner, within thirty (30) to forty-five (45) days of execution of the Agreement.

IN WITNESS WHEREOF, the Parties hereby have caused these presents to be signed and sealed the \_\_\_ day \_\_\_\_\_ of 2011 in Baltimore, Maryland.

Baltimore City Board of School Commissioners Negotiations Team:

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Edmund J. O'Meally

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Tisha Edwards

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Lisa Merchant

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Michael Frist

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Jerome Jones

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Pamela Holland

Approved as to form and legal sufficiency.

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Edward J. O'Meally

Approved and Noted by the Baltimore City Board  
Of School Commissioners

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Neil E. Duke, Esq.

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Andrés A. Alonso, Ed.D.  
Chief Executive Officer

Baltimore Teachers Union  
Paraprofessional and School Related Personnel Chapter Local #340  
American Federation of Teachers

BTU Paraprofessional Negotiations Team:

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Loretta Johnson

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Marietta English

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Shirley A. Kane

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Sandra Davis

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Inez Chambers

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Sita Chaitram

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Linda Steward

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Ozelle Howell

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Sherri G. Harris

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Thea Walker

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Shawn J. McKay

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Connie Goodly-LaCour

## **Addendum – Wage Scales**

### **Addendum**

#### **Representation Fee**

##### **1. Amount and Purpose of Representation Fee.**

- A. On or before August 20 of each contract year, the Union will determine the representation fee based on a percentage of its regular expenses and budget; said percentage to represent the cost of all services performed by the Union under the current version of the Maryland Code Annotated Sections 6-501 et seq. of the Education Article. The fee may include all costs incurred by the Union: (1) in negotiation, administration and implementation of the terms of a Memorandum of Understanding or Labor Agreement, all modifications and amendments thereto, and all related proceedings before an Impasse Panel or arbitrator; (2) in processing grievances; (3) in the conduct of disciplinary proceedings under Sections 6-201 and 4-205(c) of the Education Article and in the appeal thereof; (4) in the protection of rights available under local, state and federal anti-discrimination laws; and (5) in any and all other proceedings and matters for which the Union is deemed an exclusive bargaining representative.
- B. The Union will base its determination of the representation fee on an audit of its financial records and other documents describing the Union's activities for bargaining unit members and will be guided by the language of Section 6-504 of the Education Article, and United States Supreme Court decision in *Chicago Teachers Union v. Hudson*, 475 U.S. 292 (1986), and other relevant federal and state court decisions. The representation fee will not include the cost of political or ideological activities unrelated to collective bargaining, or activities unrelated to or benefiting only union members.
- C. Each year, when it determines the representation fee, the Union shall follow these guidelines (which guidelines shall be irrefutably presumptive and may not be challenged in any proceeding on the amount of the fee in any year):
- (i). The Union shall not charge nonmembers for its costs associated with the Day Camp, Local and State AFL-CIO per capita or affiliation fees and organizing.
  - (ii). The Union shall charge nonmembers for its costs associated with the Accounting & Bookkeeping Services, insurance premiums, service grants (that do not include items otherwise excluded under 1.c.(i).), preservation or defense of the Union's status as an exclusive bargaining representative, or in the adjustment of any jurisdictional disputes.
  - (iii). The Union shall charge the lesser of either: (a) the chargeable portion of the per capita tax paid by BTU to AFT as determined by the American Federation of Teachers, or (b) seventy and five tenths percent (70.5%) of per capita taxes or

dues paid to the American Federation of Teachers, but in no event more than 70.5%.

(iv). Those costs associated with legislative activities (before City Council and the Maryland General Assembly), Conferences, and all other expenses, shall be allocated, as between chargeable and non-chargeable expenses, by purpose, and shall be chargeable to nonmembers to the extent permitted under Sec. 1.A above.

(v). The Union shall not claim as chargeable (or attempt to collect a fee) any item or items of expense for which there is insufficient competent evidential material to support a charge against nonmembers, or for that portion of its expenses or financial statements as to which Certified Public Accountants express either a qualified or adverse opinion (AICPA Sections 509.15, 509.16 & 509.17), or a disclaimer of opinion (AICPA Sections 509.45, 509.46 & 509.47).

(vi). The Union shall engage independent public accountants to audit and issue a Special Report on its allocation of chargeable and non-chargeable costs, consistent with AICPA Section 621.

## 2. Notices to Employees.

On or before September 10 in each contract year thereafter, the Union will send written notice, using either the public school system's interdepartmental mail facilities or United States Postal Service mail, as it may prefer, to each employee in the unit who is required to pay such a fee under Article III of the Agreement. The notice will inform and disclose to each member of the bargaining unit:

- A. His or her obligation under Article III of the Agreement to pay a representation fee;
- B. All procedures described in Article III of the Agreement and this Addendum;
- C. The amount of the representation fee and the manner in which it was determined, including financial disclosure of the major categories of Union expenditures which form the basis for the representation fee;
- D. The Board's procedure for automatic payroll deduction of the representation fee and the transmission of such fee to the Union; and
- E. The employee's option not to pay the fee, where, if documented, the employee sincerely holds religious beliefs opposed to joining or supporting a labor organization.

## 3. Pro Rata Portion in Certain Circumstances.

If an employee who is required to pay a representation fee under Article III of the Agreement is employed on a part-time basis, or for less than a full contract year, the representation fee



for that employee for said contract year will be a pro rata portion of the annual fee, based on the number of days or proportion of time actually worked during said year rounded to the nearest month.

4. Collection of the Fee.

The fee will be collected by direct payroll deduction made bi-weekly, out of wages, in installments that are as equal as practicable. Collections shall begin, each year, no earlier, than the first full payroll period in the month of October.

5. Exclusions.

A. The obligation to pay a representation fee will not apply to an employee whose religious beliefs are opposed to joining or financially supporting any collective bargaining organization. In order to be eligible under this Subsection for an exemption from the obligation to pay a representation fee for any contract year, an employee must:

- (1) Submit to the Union and the Board prior to October 15 of each contract year, or within thirty (30) days after being hired into a bargaining unit position, whichever is later, a written statement setting forth the basis of his or her religious beliefs;
- (2) During said contract year, pay an amount equal to the representation fee to a non-religious, nonunion charity or to such other charitable organization as may be agreed upon by the employee and the Union; and
- (3) Prior to the end of said contract year furnish to the Union and the Board written proof of such payment. However, if dictated by administrative need, the Union may continue to collect and segregate the amount of the fee out of the employee's pay, biweekly, and, at the year's end, upon tender of proof that the employee has made the agreed contribution, return or remit such sum back to the employee, without interest.

6. Information and Disputes

A. Within ten (10) days after the end of each calendar month, the Board will submit to the Union a list of all employees who are newly hired into unit positions during the previous month.

B. Any dispute between the Union and the Board as to the meaning or application of Article III of the Agreement or as to this Addendum or as to the administration or the representation fee will constitute a grievance within the meaning of the grievance procedure in Article VII of this Agreement, and will be processed accordingly. However, any dispute or protest by an employee who is required to pay a representation fee shall be handled between the protesting employee and the Union in a manner

described in paragraph 7 of this Addendum.

7. Protest Procedure and Escrow Provisions.

- A. Any employee who is obligated to pay a representation fee as described herein, shall have the right to protest and dissent from the amount of the representation fee, including the method of the assessment of the fee; the manner in which the representation fee was determined; the calculations involved; and the financial information upon which the representation fee was based. Such protests shall be handled exclusively in the manner herein.
- B. Within thirty (30) days after the cause or reason for any protest shall occur, the affected employee, for himself or herself shall file a written statement of protest with the Union and Board, in identical duplicate copies. A letter stating the employee's grounds for objection shall be sufficient. However, any objection not filed within thirty (30) days shall be deemed to have been waived as not timely filed. Any objection to the amount of computation of the fee in any school year must be filed within thirty (30) days after notice of that fee, as provided in Article III of this Agreement, and in paragraph 2 of this Addendum, is distributed.
- C. A dissenting employee timely filing his or her own written objection shall be entitled to have his or her protest expeditiously resolved by an impartial arbitrator. The impartial arbitrator shall be selected by the Union and the employee and the dispute resolved as follows:
  - (1) The employee shall file his or her protest in writing with the Union and the Board within thirty (30) days after receiving notice of the representation fee. The protesting employee shall state the basis for the protest. The written protest may be sent certified mail or registered mail, or hand delivered, to both the Union and the Board.
  - (2) The Union may answer the objections of all employees in a single written response, but such response shall be placed in either the interdepartmental mail or regular mail within thirty (30) days after the objections period that is referred to in paragraph 7.B. of this Addendum has expired.
  - (3) If no resolution is reached, the Union will request the Federal Mediation and Conciliation Service to provide a list of seven (7) arbitrators who are each members of the National Academy of Arbitrators. The selection of the arbitrator will be made by alternate strikes from the list furnished by FMCS until one name remains who shall be the arbitrator to hear and determine the objections of all employees who file timely written protests. The employees shall have the right to exercise the first strike. However, if the objecting employees cannot agree on a single spokesperson to strike for an arbitrator,

then the Union may request either the Director of the Federal Mediation and Conciliation Service or the Director of the Maryland State Mediation Service to assist in selecting an arbitrator, either by striking for an arbitrator or by choosing one name off of the list of seven provided by the FMCS.

- (4) The protesting employees and the Union shall each be solely responsible for their own attorney's fees and other representation costs.
  - (5) The arbitrator shall consolidate the objections of all employees and shall issue one opinion to determine their claims. To the extent permitted by law, the decision of the arbitrator shall be final and binding on all protesting employees and the Union.
  - (6) The arbitrator shall be limited in authority to rule upon the issue or issues stated in the written protest submitted by the protesting employee. The arbitrator may refer to and rely on existing legal authority on agency or representation fees outside of the Agreement when ruling on the amount of the fee.
- D. Written notice of protest by an employee shall not relieve him or her of the obligation to pay the representation fee. However, immediately upon receipt of the notice of protest, the Union shall place the amount of the protesting employee's representation fee which is in dispute in an escrow fund and shall continue to place the challenged portion of representation fee in escrow until the protest is resolved. The Union shall be obligated only to so segregate the funds of protesting employees.
- E. The fund shall be maintained by the Union at an independent bank or trust company and the agreement therefore shall provide that the escrow account be interest bearing. The Union shall not invade the fund until the receipt of the opinion of the arbitrator; and then only in accordance with that decision.
- F. The Union shall furnish protesting employees with verification of the terms of the escrow arrangement and, on reasonable request, the status of the fund as reported by the bank.
- G. When issuing a decision and award, the arbitrator shall determine the disbursement of the disputed representation fee held in escrow and the Union shall not release the funds to its general account or to a protesting employee except by direction of an arbitrator or by mutual agreement of the Union and the protesting employees.