

**BALTIMORE TEACHERS UNION
PROPOSED PSRP AGREEMENT
SCHOOL YEARS 2022–2023 AND 2023–2024**

JANUARY 2023

Subject to Ratification by the Membership, BTU's Negotiations Team Has Tentatively Agreed to a New Two Year Agreement. The Following Is a Summary of the Major Changes in Contract Language. While it Fairly States All New Terms, this Summary Is Not Intended to Be an Exact Statement of All the Terms Agreed.

(New language is in **BOLD** typeface. Deleted language is shown by ~~strikethrough~~.)

Two Year Term

Two-year agreement that covers school years 2022-2023 and 2023-2024. It will be in effect from July 1, 2022 to June 30, 2024.

Compensation

Summary of Article XIX.A

Year 1 – School Year 2022-2023

- **2.25% increase or \$900 added to base pay, whichever is greater, retroactive to July 1, 2022 to be paid within 20 business days after ratification by the Board. Longevity stipends increased by 2.25%.**
- **Longevity stipends added for 30 years and 35 years for paraprofessionals.**
- **\$2,500 one-time bonus to be paid no later than the pay period following the retroactive payment above.**

Year 2 – School Year 2023-2024

- **3% increase or \$1,1000 added to base, whichever is greater, on July 1, 2023 with salary adjustments implemented on July 1, 2022. Longevity stipends increased by 3%.**
- **\$1,250 one-time bonus in December 2023.**
- **\$1,250 one-time bonus in June 2024.**

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Healthcare Article XIV

- No changes for calendar year 2023 or 2024.

Other Changes

Article I – Declaration of Principle, Policies and Purpose

- Agreement to change all gender based pronouns to gender neutral pronouns throughout the Agreement.
- Add new Paragraph C with definitions, similar to Teacher Agreement.

Article III – Checkoff and Union Rights

- Delete language that refers to service fees because they cannot be collected due to the U.S. Supreme Court’s *Janus* decision.

Article V – Fair Practices

- Add to Paragraph A: **“No employee shall be retaliated against for exercising their rights under this Agreement.”**

Article VI – School Calendar and Hours

- ~~Delete from Paragraph C.4.a(i): The parties recognize that there is a continuing concern regarding the issue of a paid lunch for certain bargaining unit members who were transferred into the unit as a result of the Board Resolution of June 8, 2010. The parties agree that this issue shall be a priority in negotiations for a successor agreement.~~
- Add Paragraph C.4.d.4: **“All secretaries and office assistants shall work an eight (8) hour work day, inclusive of a thirty (30) minute paid lunch starting July 1, 2023.”**
- Amend Paragraph C.6. – Emergency Closing of Schools

School secretaries, ~~and~~ office assistants **assigned to schools, and business managers assigned to schools** who are designated as essential employees in **accordance with** Board policy and regulations may take liberal leave using accrued vacation leave, which shall not be denied, when all schools are closed for weather or other emergencies. Absence for this purpose shall not be counted as an occasion under the Board’s attendance program nor will the absence be considered in the employee’s annual evaluation. Community School Site Specialists,

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Community School Specialists, ~~and~~ Student Wholeness Specialists, **school secretaries, office assistants assigned to schools, and business managers assigned to schools who are not designated as essential employees in accordance with Board policy and regulations** need not report to work when all schools are closed for weather and other emergencies.

- Amend Paragraph C.7. concerning Collaborative Planning:

Collaborative planning between PSRPs and teachers is often beneficial to ensure that each child receives a free appropriate public education. To this end, ~~every effort shall be made to provide collaborative planning time for PSRPs and teachers~~ **paraeducators who are regularly assigned to classrooms to support instruction shall be included in at least one (1) collaborative planning or professional development opportunity (ex. Systemic professional development, school based professional development, early release days) with teachers each semester.**

Article VIII – Leaves

- **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. **If the funeral or memorial service is not scheduled to occur within four (4) days after the date of death, the employee may bifurcate the four (4) days of leave to attend such subsequently scheduled funeral or memorial service.** 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 **or memorial service**. Additional days for this purpose may be charged to personal business leave with no loss of pay if the employee so elects.

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- **S. Family Leave – new paragraph:**

2. Bifurcation of FMLA Bonding Leave

The Board recognizes the importance of parental bonding time with newborn children or after placement of a child for adoption or foster care, and further recognizes that employees may wish to bifurcate their available FMLA leave between time immediately after birth/adoption/placement and a later period that better facilitates bonding in their particular situation. To this end, employees may apply to bifurcate their available FMLA bonding leave into two separate blocks of time, one immediately adjacent to birth/adoption/placement and a second ending no later than one (1) year after birth/adoption/placement. In the event of a material change in circumstances occurring within two (2) weeks after birth/adoption/placement, an employee who had been approved for bonding leave to be used in a single block of time may apply to interrupt that leave period due to such changed circumstances, return to duty for a period of time, and then resume the leave for the remainder of such approved leave ending no longer than one (1) year after birth/adoption/placement.

Article XII – Personnel Practices

- **A.5. Use of Substitute Teachers**

A Paraprofessionals 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 a 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 for both short and long-term substitutes. The Board shall provide to the Union a copy of the current per diem substitute schedule annually on or before the first day of school for students each school year, and shall notify the Union of all changes to 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 Paraprofessionals must substitute, the Paraprofessional shall be paid pursuant to the per diem substitute schedule **for both short and long-term substitutes.** No Paraprofessional shall be given compensatory time for substituting.

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- **A.17. Right to Representation – new paragraph:**

When a PSRP bargaining unit member is notified to appear for a meeting or an investigatory interview which may lead to discipline, including, but not limited to, reprimand, suspension, or termination, the PSRP bargaining unit member shall be advised of their right to representation prior to the beginning of any such meeting or interview and shall be given a reasonable time to arrange for representation.

- **A.18. Negative Comments – new paragraph:**

No bargaining unit member shall be subjected to negative or disparaging comments from any administrator or supervisor in the presence of students, families, other nonsupervisory employees, or at public gatherings. This is not intended to prohibit school system officials from responding to the media or addressing school communities in a manner consistent with applicable law. Similarly, this is not intended to prohibit an administrator or supervisor from engaging in full and frank discussions with employees. All interactions by all participants shall adhere to normal standards of civility and mutual respect.

- **A.19. Individualized Lactation Plans – new paragraph:**

In furtherance of Board Policy ACH and Administrative Regulation ACH-RA, a school-based administrator shall meet with a bargaining unit member who is lactating to establish an individualized lactation plan in connection with a Lactation Time Request submitted to the Office of Equal Opportunity and Title IX Compliance. The plan should, where possible, include access to a sanitary private locking space for the purpose of expressing breast milk and, when necessary, consideration of coverage during authorized lactation breaks.

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Article XX-I – Secretaries, Office Assistants, and School Related Personnel

- **B.** A committee composed of four (4) representatives from the Union and four (4) representatives from the Board shall meet to discuss the creation of a career pathway for Office Assistants, Secretaries, and all other bargaining unit school related personnel. **The committee shall conduct its first meeting no later than January 23, 2023, and shall conduct no fewer than six (6) such meetings.** The committee shall report to the Board and the Union by no later than ~~August 15, 2018~~ **January 31, 2024** with recommendations for the creation of a promotional process and professional development opportunities **for, at a minimum, Office Assistants and Secretaries** to be implemented by the Board by no later than the start of school year ~~2019-2020~~ **2024-2025.**

Side Letter

The Board commits to examining the accuracy of work hours assigned for each job title identified in Addendum II. In instances when a discrepancy exists, (1) the work hours will be corrected going forward, and (2) for any employee owed additional compensation because of the discrepancy, the Board shall remedy the error up to three (3) years of back pay.