

**PGCEA Bargaining Proposals
March 15, 2022**

Smaller Class Sizes, Case Loads and Service Provider Ratios & Healthy Learning Environment/Safety and Security

Article 4.5 HALF TIME LEAVE WITH PAY FOR PGCEA'S VICE PRESIDENT

The Board shall release the person duly elected as Vice President from normal assigned duty to function on a half-time basis for PGCEA. PGCEA will reimburse the Board for one-half the salary and fringe benefits the Vice President normally would receive. An individual employed by the Board as an eleven (11) month employee shall one (1) additional month half-time salary with all related costs to be reimbursed to the Board by PGCEA. An individual employed by the Board as a ten (10) month employee shall receive two (2) additional months half-time salary with all related costs to be reimbursed to the Board by PGCEA. All salary covered by this article shall be treated as normal salary for retirement purposes. The Vice President will revert to their full-time position with PGCEA at the end of their term in office.

Article ~~4.5~~ 4.6 FACULTY ADVISORY COUNCIL

Article 4.7

In the event a local, state, or national health or other emergency, such as a pandemic or natural disaster, causes PGCEA to institute any form of distance or hybrid learning in place of in-person instruction, The Board of Education and PGCEA will immediately open negotiations of a Memorandum of Understanding regarding any changes to Unit I members working conditions not addressed in this negotiated agreement.

Article 13. I.

~~PGCEA will continue to provide training, policies and administrative procedures to promote atmospheres where Unit I members are not subjected to harassment, hostility, humiliation, and bullying.~~

1. PGCEA shall commit at all levels to ensuring that no Unit I member shall be subject to bullying, harassment, hostile or humiliating behavior, or be subjected to abusive language or threats by supervisors, parents, or students, as required under Maryland statute, Board policies and the negotiated agreement. PGCEA and the Board of Education will work with PGCEA to ensure appropriate policies and administrative procedures are followed to ensure compliance.
2. Workplace Bullying Incident Reporting Forms filed with the EEOC Advisor under Administrative Procedure 4185 shall be decided within 15 calendar days of filing. If an extension is needed the EEOC advisor shall contact the claimant, explain the reason for an extension and provide a revised timeline of determination.
3. At the conclusion of an investigation of workplace bullying, the EEOC advisor shall immediately report the findings of their investigation to the employee making the report. They will also meet with the employee to discuss remedies if the bullying claim is sustained.

14. A. Provision of General Facilities and Supplies

To the extent possible, the Board of Education shall make the following facilities available to Unit I members at their base ~~school~~ work site:

1. A furnished air-conditioned room to be reserved for the exclusive use of faculty, all employees, excluding administrators and supervisors.
2. Suitable desk, chair, file cabinet and a space such as a cabinet or closet to lock up personal items, such as bags, purses, backpacks, and coats.
3. A working laptop computer which shall be replaced every three years.
4. A private place for storage of material at each school work site to which itinerant Unit I members are assigned and where it is administratively feasible.

5. An **appropriate number of** restroom(s) reserved for the exclusive use of faculty and staff. ~~The~~ **Each** restroom is to be kept clean and adequately supplied. It is understood that common facilities used by the staff must be maintained in an orderly condition by those using the facilities.
6. Adequate parking space.
7. A general work area containing equipment and supplies necessary for the preparation of instructional materials. Principals/**supervisors** should be aware of the needs of Unit I members regarding access to a copier. Problems concerning scheduling or use of a copier should be addressed by the FAC, which shall make suggestions for the resolution of the problems to the principal. If problems continue, they may be referred to the appropriate Instructional Director.
8. A general space for the storage and display of professional books and literature.
9. Separate dining tables for Unit I members within the school lunchroom or in another room, which may be available.
10. Adequate lighting in the parking lots of all ~~schools~~ **worksites**.
11. Adequate security for all school and school-related activities.
12. Adequate telephone service ~~in each school at each worksite consistent with budgetary restrictions.~~ **including working telephones in all classrooms.**
13. Summer school and summer workshops which are offered in air-conditioned schools, unless physically impossible.
14. A secured area within existing facilities for each Unit I member to store materials used in the ~~classroom, as may be feasible~~ **performance of assigned duties.**
15. Schools/work sites in need of mold, air and/or water quality testing and remediation shall be discussed at Labor -Management Meetings between PGCEA leadership and the Administration.
16. **Unit I members shall be allocated \$250 per school year for supplies, materials, and other items used in the workplace.**
17. Appropriate keys or other entry devices to access the school or worksite, classroom or office, faculty restrooms, supply closets and elevator if appropriate.
18. **Each school shall include dedicated space available to educators to complete confidential tasks and communicate confidentially with parents, families, students and other educators.**
19. **PGCPS shall supply adequate paper and other supplies necessary for Unit I members to perform their duties.**

Article 13. J.

All requests for reasonable accommodations filed under AP 4172 will be considered and processed in a timely manner, not exceeding 15 calendar days. If an extension is needed the EEOC advisor shall contact the claimant, explain the reason for an extension and provide a revised timeline of response. All requests for accommodation will be handled on an individual basis and include an interactive process between the employer and employee before an initial decision is made. Where appropriate, supported by medical documentation, and in the best interest of the health and safety of the individual, telework will be considered a reasonable accommodation for Unit I positions.

Article 13. K.

No Unit I member will be required to enter a non-PGCPS facility, such as a family home or third-party childcare facility, to complete their work or provide services, unless it is a part of their written job description. Those employees required to make home visits as an essential function of their job shall have the right to have another PGCPS employee accompany them for such visits. Unit I members shall have the right to refuse to enter a non-PGCPS facility based upon a reasonable concern for their personal safety. In such cases the visit will be rescheduled after safety concerns have been resolved.

Article 14. D. Work Site Health and Safety Committee

1. Each school building/worksite shall have a standing Committee focused on the health and safety of their specific building. Each Committee shall include, but not be limited to, the building

principal or site supervisor, the PGCEA Building Representative or designee, the FAC Chair or an FAC member appointed by the chair, the school nurse and staff representing building operations.

2. In buildings without an elected PGCEA Representative and/or FAC Chair the Unit I members will elect Committee members by a vote open to all Unit I members.
3. The committee shall meet at least monthly.
4. This Committee shall be responsible for collaboratively addressing building level health and safety issues, plans and protocols. Any health or safety issue not satisfactorily addressed at the building level may be moved by either employees or administration members to the county level joint PGCPs labor-management committee, which shall hear, discuss, and resolve the issue at their next meeting after receiving the concern. If the joint labor-management committee cannot reach agreement in resolving an issue it will be immediately moved to the CEO who will decide how to resolve the issue after consultation with the PGCEA President.
5. This language does not replace or bypass the processes, appeals or grievance procedures in the negotiated agreement.

Article 14. E.

~~Whenever possible PGCPs will avoid using~~ shall not use temporary classrooms at regional schools serving students with profound/significant physical disabilities or at Early Childhood Centers for classrooms.

Article 14. F.

Unit members who reasonably believe their health and safety is in jeopardy have a right to refuse to work in unsafe conditions and will not be retaliated against for that refusal and reporting the same. Nothing in this agreement will be considered to limit or interfere with any employee's rights under §6-902 of the Maryland Education Article (Whistleblower statute). Nothing in this Agreement will interfere with an employee's right to file a complaint with or provide information to the Maryland Occupational Safety and Health ("MOSH") in the event the employee believes the Board has failed to maintain a safe and healthy working environment.

Article 14. G.

All PGCPs facilities, including school buildings, offices, outbuildings, and buses/vans, will be thoroughly cleaned and disinfected per CDC/MDH/MSDE guidelines before being used by students or staff; and a regular schedule for routine cleaning and disinfection throughout the school day be developed at each work site in collaboration with maintenance staff, including maintaining a record of when cleanings were performed. Routine cleaning and disinfecting should include all door handles, stairwell railings, restrooms, all desks, tables and countertops, all light switches, all regularly used computer equipment, touch screens, and any other frequently touched surfaces. Records of cleaning and disinfecting will be made available to the work site's Health and Safety Committee.

Article 14. H.

The Board shall install handwashing and hand sanitizer stations throughout the school and facilities, including at all entrances and exits to the school. All handwashing stations and bathrooms shall be stocked with adequate soap and paper towels. Bathrooms will be checked regularly throughout the day and soap and paper towels will be replenished as needed.

Article 14. I.

Each classroom and workspace shall be provided with proper cleaning supplies, including sanitization materials, such as sanitizing wipes, for employees to clean work tools and equipment or surfaces before/after use. Failure to provide these supplies will be addressed by the Work Site Health and Safety Committee.

Article 14. J.

The Board shall fix and/or upgrade building ventilation systems, if inadequate according to CDC/MDH/MSDE guidelines. In doing so, the school system shall do the following:

1. Review results of annual maintenance checks and air quality tests as well as the status of the implementation of any necessary system upgrades resulting therefrom.
2. Ensure adequate air flow and air quality based upon the occupancy of the space.
3. Eliminate HVAC air recirculation.
4. Improve central air filtration.
5. Provide fans to increase circulation of outdoor air as much as possible, making sure that fans do not blow air from one person to another.
6. Make sure that all windows can open, and fans are available to increase air flow.
7. Run the HVAC system at maximum outside airflow for two (2) hours before and after a building or school is occupied.
8. Inspect local exhaust ventilation in areas such as restrooms and kitchens and fix or upgrade if inadequate.
9. Provide portable high efficiency particulate air (HEPA) fan/filtration systems to enhance air cleaning in rooms with poor circulation of air.

Article 14 K.

Unit members shall not be charged any fee to fix or replace laptops or other system issued devices damaged in the performance of their duties. Unit members shall not be charged any fee to replace defective system issued devices or to replace items that need to be replaced because of normal wear and tear or events beyond the member's control. PGCPS shall repair or replace these items as needed for the Unit I member to meet their job expectations.

Article 16.2 Reimbursement

Each Unit I member is to be reimbursed in the sum of not more than a total of ~~\$300.00~~ \$750 per occurrence, for proven destruction of ~~watches, jewelry, personal electronics, and~~ clothing, including eyeglasses, caused by an act in the performance of duties. Reimbursement for watches, ~~including smart watches and other personal electronic devices~~ will be in the sum of not more than ~~\$125.00~~ \$600.00.

20.4 ASSIGNMENT EQUALIZATION

~~The Board of Education and PGCEA hereby agree that subject to building limitations, budget and program requirements, action will be taken to maintain favorable class size in accordance with Board of Education policy and reduce classes which exceed by more than 10% the County wide class size average based upon the 1973-74 figures only when the average exceeds twenty five (25) for that grade level or subject field. If, subsequent to September 30, any Unit I member has a class which exceeds the county class size as indicated above, the Unit I member after consultation with the principal may request a review by the FAC. If after a review of the Unit I member's complaint and consultation with the principal, the Unit I member or the FAC determines by a majority vote that further adjustment in class size is essential, the FAC or the Unit I member may request a review by the CEO who will recommend appropriate adjustments in an attempt to achieve a mutually acceptable settlement. If the FAC believes that the class size concern could be relieved through changes in the~~

master schedule, the FAC may submit any suggestion in writing to the CEO who will have that matter reviewed within five (5) working days of receipt of the request. If after consideration by the CEO to a mutually acceptable settlement is not achieved, the FAC may refer the matter to the Chief Executive Officer for final action. The FAC may request that the PGCEA President or designee be present at any meeting scheduled to review class size concerns.

20.7 Class Size and Case Load

- A. ~~PGCPS and PGCEA will form a joint task force to establish a mutually agreed upon measure of class size. Recommendations for appropriate teacher to student ratios across PGCPS will be established. Ratios will not rely on increasing or exempting specialists (such as music, art and PE teachers) from appropriate ratios.~~

CLASS SIZE IN SECONDARY SCHOOLS:

1. The Board of Education and PGCEA hereby agree that subject to building limitations, budget and program requirements, action will be taken to maintain favorable class size of no more than 25 to 30 for Secondary Schools.
 2. For classes requiring one-to-one instruments/equipment on a daily basis such as Orchestra, Band, Computer and for those courses that require shared equipment, class size shall not exceed the number of available instruments/equipment.
 3. Classes that contain special education and/or English language learners shall not exceed 20 to 25.
 4. Classes with 20% or more ELL students should include additional supports in the form of a Paraprofessional.
 5. Supported Inclusion classes shall have a maximum of 15 students with two adults (Special Educator and a Paraprofessional, dedicated aide, or other assigned staff)
- B. ~~PGCPS and PGCEA will form a joint task force to make recommendations for appropriate case load ratios for school counselors, psychologists, speech language pathologists, therapists, pupil personnel workers and social workers.~~

CLASS SIZE IN ELEMENTARY SCHOOLS:

1. Elementary School class sizes shall not exceed 22 students with a limitation of 18 to 20 students for classes with special education and English language learners.
 2. Pre-K will maintain a 1 to 9 teacher to student ratio.
 3. An additional Educational Assistant will be assigned if classes are scheduled above the recommended range.
- C. ~~Assignment Equalization language (Article 20.4) will be updated and clarified for the 2020-21 school year based on recommendation of the joint task force on class size. D. Both task forces will begin their work in September of 2019 and report back to PGCEA and PGCPS by March 1, 2020. If, subsequent to fifteen (15) student days after the start of a semester, any Unit I member has a class which exceeds the county class size as indicated above, the Unit I member, after consultation with the principal, may request a review by the FAC. If after a review of the Unit I member's complaint and consultation with the principal, the Unit I member or the FAC determines by a majority vote that further adjustment in class size is essential, the FAC or the Unit I member may request a review by the Instructional Director who will recommend appropriate adjustments to achieve a mutually acceptable settlement. If the FAC believes that the class size concern could be relieved through changes in the master schedule, the FAC may submit any suggestion in writing to the Instructional Director who will have that matter reviewed within five (5) working days of receipt of the request. If after consideration by the Instructional Director a mutually acceptable settlement is not achieved, the FAC may refer the matter to the Deputy~~

Superintendent for final action. The FAC may request that the PGCEA President or designee be present at any meeting scheduled to review class size concerns.

D. CASELOAD RATIOS

1. Professional School Counselors ratios shall be one (1) school counselor for every two hundred-fifty (250) students.
2. Speech Language Pathologists shall be limited to sixty-four (64) hours per month direct and/or indirect service hours.
3. Social Worker ratios shall be one (1) social worker for every 250 students. The ratio shall be determined by the total number of students with IEPs, 504s and IFSPs, and additional serviceable general education students.
4. Pupil Personnel Worker assignments shall be based on a feeder school planning model.
5. Secondary Schools with over two thousand (2,000) students shall have two (2) Pupil Personnel Workers assigned.
6. Pupil Personnel Worker caseloads shall be equitably distributed among all PPWs with consideration of special student populations including alternative settings and based on a ratio of one (1) Pupil Personnel Worker for everyone thousand five hundred (1,500) students.
7. School Psychologist ratios shall be one (1) school psychologist for every five hundred (500) to seven hundred (700) students for comprehensive services.
8. School Psychologist caseloads shall be equitably distributed among all school psychologists utilizing a staffing formula inclusive of the needs of the students.
9. Occupational and Physical Therapists, Audiologists and Vision Services shall be limited to sixty (60) hours per month of direct or indirect service hours.
10. Infants and Toddlers Program Educators shall be limited to 64 hours monthly direct or indirect service hours.