



**PGCEA Bargaining Proposals
March 4, 2025**

<i>Section</i>	<i>Proposed Language</i>
<p>Article 1 PREAMBLE</p>	<p>1.1 DURATION OF AGREEMENT This Agreement is made and entered into by and between the Board of Education of Prince George’s County and the Prince George’s County Educators’ Association for the period of July 1, 2022 2025, through June 30, 2025 2028.</p> <p>On or before January 1 October 1 of a negotiating year, representatives of the Board and PGCEA shall enter into discussions regarding the contents of a new Agreement.</p>
<p>Article 2 RECOGNITION</p>	<p>2.7 CONTRACT EMPLOYEES The Board shall not hire contract employees for PGCPs Unit I positions without notification to PGCEA. If requested, discussion of the need and purpose of such action will occur with PGCEA.</p> <p>A. The Board shall not hire contract employees not directly employed by PGCPs for any positions assigned to Unit I without notification, discussion, and the agreement of PGCEA.</p> <p>B. Any work normally done by Unit I members, such as compensatory services, second assignments, and summer school, shall be advertised and offered to Unit I members before being offered to contract employees, vendors, or non-PGCPs service providers.</p>
<p>Article 4 PGCEA RIGHTS OF REPRESENTATIVE RECOGNITION</p>	<p>4.6 CONTRACT COMPLIANCE No changes, exceptions or waivers to this agreement shall be proposed or enacted at individual schools or other worksites. Principals/Supervisors shall not hold votes of Unit I members at their schools/worksites on changes to any provisions of the negotiated agreement.</p>
<p>Article 5 GRIEVANCE PROCEDURES</p>	<p>B. Definitions, as applied to ARTICLE 5.</p> <ol style="list-style-type: none"> 1. A complaint is any problem or misunderstanding that can cannot be settled orally between the parties involved. 2. A grievance is any unsettled complaint by a Unit I member(s) or by PGCEA on its own behalf of an alleged violation or misinterpretation of this Agreement except as provided in ARTICLE 9 and ARTICLE 11. 3. An aggrieved person/party is a Unit I member(s) making the claim. 4. The term Unit I member(s) includes individuals or groups who are members of the bargaining unit covered by this Agreement. 5. A party of interest is the person(s) making a claim and person(s) who may be required to take action or against whom action may be taken in order to resolve the claim. 6. The term days shall mean days other than Saturday, Sunday and School Holidays workdays. In the event a grievance is filed on or after June 1, the time limits set forth herein shall be reduced so that the grievance procedure may be exhausted prior to the end of the school term or as soon thereafter as is practicable feasible. <p>C. Procedures</p>

Unit I member(s) electing to use the grievance procedure are required to follow the steps outlined below specifically. Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each level shall be regarded as a maximum, and every effort shall be made to expedite the process. The time limits specified may, however, be extended by mutual agreement between PGCEA and the Administration.

Step Three

In the event the aggrieved party is not satisfied with the decision of the principal or supervisor, the grievant will, within fifteen (15) ~~business~~ days by mail, by hand, or email cause to be delivered the copy of the complaint and its answer to the Chief Human Resources Officer and one copy to PGCEA. The Chief Human Resources Officer will have twenty (20) ~~business~~ days from receipt of the grievance to render a written decision. The Chief Human Resources Officer, or designee may schedule a meeting with the aggrieved party or may refer the matter to the appropriate Associate Superintendent for a conference, if such a meeting or conference might serve to resolve the grievance at this step. If the decision is made to schedule a meeting or a conference, it shall be held at the earliest mutually convenient time. In such instances, the timeline for ~~the~~ written response will be adjusted. A PGCEA staff member may be present at the meeting or conference. Copies will be sent to the aggrieved person, the principal or supervisor and PGCEA.

Step Four

If the aggrieved party is not satisfied with the decision of the Chief Human Resources Officer or if the Chief Human Resources Officer fails to render a decision within the prescribed time, PGCEA will have 15 ~~business~~ days ~~in which~~ to provide a written request for Arbitration. Upon receipt, an arbitrator shall be appointed from a panel consisting of three (3) mutually agreeable arbitrators and six (6) additional arbitrators with three (3) named by PGCEA and three (3) named by the Board annually on or about July 1 of each year. Each of the parties may replace their selected arbitrators during the year. The three (3) mutually agreed arbitrators may only be changed, if necessary, by mutual agreement of both parties. Selection shall be made by alternately striking names from the list until one name remains within thirty (30) days of receipts of the grievance at the Step 4 level. Such person shall be designated as the arbitrator. The parties understand and agree that those matters not covered by this Agreement are, consistent with Section 1.06 herein, reserved for Board policy and that, therefore, only grievances as defined in Section 4.02 herein are subject to arbitration under this Agreement. The arbitrator's decision shall be final and binding on both parties, subject to the following principles:

**Article 7
TEACHER
EDUCATOR
ASSIGNMENT**

G. Job Sharing

With the approval of the principal/~~supervisor~~ and the Chief Human Resources Officer, two ~~teachers~~ **Unit I members** may volunteer to share ~~an classroom teaching~~ assignment. Approval of such job-sharing would be based upon educationally sound principles and assurance that the students involved will not be adversely affected by such an assignment. In those instances where job-sharing is approved, the assignment will be for one year at a time. Extension of such an assignment will be based upon an evaluation of the successful completion of the educational goals and objectives set forth at the beginning of the assignment. ~~Teachers~~ **Unit I members** on job-sharing assignments will receive prorated personal leave and sick leave benefits. Seniority for ~~teachers~~ **Unit members** on job-sharing assignments will accrue on the same basis as other part-time ~~teachers~~ **unit members**. Premium payments toward insurance benefits will be on a prorated basis.

**Article 10.2
PROCEDURES
FOR
IMPLEMENTING**

A. General Criteria

The Board and PGCEA agree that requests for transfer shall be considered subject to the following criteria:

1. Factors to be considered:
 - a. Professional ~~Licensure~~/Certification for the position desired.

VOLUNTARY TRANSFERS

- b. Tenure status: Non-tenured Professionally **Licensed**/Certified Unit I members will be able to access the voluntary transfer process but shall be limited to one voluntary transfer during their probationary/non-tenure period.
 - c. Seniority.
 - d. Filling a difficult to staff or critical shortage content area based on the needs of the school system (i.e., ESOL).
 - e. Content areas requiring special qualifications such as dual **licensure**/certification or performance experience (i.e., language immersion, creative/visual and performing arts).
 - f. Professional qualifications and competence relative to the needs in an available position.
 - g. Proximity to place of residence.
 - h. Other relevant factors.
2. All voluntary transfers shall be acceptable to the receiving principal/**supervisor**.
 4. On request, between April 1 - July 15, the Division of Human Resources will supply to PGCEA a list of vacant ~~teaching~~ **Unit I** positions.

B. Transfer Procedure

1. Unit I members will have the opportunity to submit an electronic voluntary transfer application and any other supplemental information in support of the transfer application (i.e. resume and **license**/certification) through iRecruitment in Oracle Self Service between January 15 and March 15.
2. When the Division of Human Resources receives official notification (between April 1 and July 15) that a position will be vacant for the subsequent school year, the position will be filled in accordance with the procedure enumerated below.
 - a. The Division of Human Resources will provide Principals/**Supervisors** with access to all applicants who have applied for a transfer to their school/location through iRecruitment. Principals/**supervisors** should review all voluntary transfer applications for their school/location and schedule interviews for vacant positions.
 - b. The principal/**supervisor** and the transfer applicant must agree in writing to the voluntary transfer. Written voluntary transfer acceptance agreement from the principal/**supervisor** and transfer applicant must be received in the Division of Human Resources by July 15.
 - c. The Division of Human Resources will provide principals/**supervisors** access to voluntary transfer applicants for all schools/**departments**. The lists will include all eligible transfer applicants to be considered by the principal/**supervisor** and who have met the requirements to transfer. The lists shall be valid until July 15. Vacancies can be filled from these lists. If no applicants were available to establish the lists, vacancies may be filled by a new hire.
 - d. The agreement to accept a transfer may be withdrawn by the transfer applicant any time before a transfer is approved by the Division of Human Resources.
 - e. It is understood that a transfer applicant's written agreement to accept a transfer will not be valid if at the time a vacancy occurs a new principal/**supervisor** has been assigned to the school/**department**, or the vacancy involves an out-of-field assignment. In either case the Division of Human Resources will make one attempt to contact the transfer applicant by phone to ascertain ~~whether or not~~ **if** the applicant still wants the transfer.
 - f. When the principal/**supervisor** at the receiving school/**worksites** is not reassigned or an out-of-field assignment results after a transfer has been affected, the transferee may refuse the transfer and return to the former position only if said position has not been filled and **the school year** has not started.
 - g. Once the Division of Human Resources sends written electronic confirmation of the transfer assignment to the selected transfer applicant and the principal/**supervisor**, the voluntary transfer may not be changed or rescinded and

<p>Article 10.3 PROCEDURES FOR IMPLEMENTING INVOLUNTARY TRANSFERS</p>	<p>will be considered final. The Unit I employee will not be eligible for another voluntary transfer in the same school year.</p> <p>A. The Board and PGCEA recognize that valid educational principles compel the staffing of each public school based on school enrollment factors. To that extent involuntary transfers may need to be affected enacted from time to time to conform with Board of Education Staffing Formulas. When involuntary transfers have to must be made the Division of Human Resources will provide the principal/supervisor with the names of any teacher(s) Unit I members who have been declared staff reductions in accordance with the following procedures applied in sequential order:</p> <ol style="list-style-type: none"> 1. Volunteer(s) shall first be sought. A teacher Unit I member who volunteers to become the involuntary transfer shall do so in writing to the principal/supervisor and the Human Resources Division. A teacher Unit member who volunteers to become the involuntary transfer will be given the same consideration in determining the school a transfer as is given to other involuntary transfers. 2. Persons Unit I members holding less than an initial professional license/standard professional certificate in the subject or teaching level position to which they are assigned shall then be selected. 3. Should the previous two steps not satisfy the required transfer, the decision shall be made according to: <ol style="list-style-type: none"> a. The least senior person in the PGCEA in that school/department within the category affected. Categories are as follows: <ul style="list-style-type: none"> • Early Childhood Education/Elementary Areas (Grades Pre K-3) • Elementary (Grades 1-6) • Elementary subject areas of art, music, physical education, librarian, reading, guidance • Middle School subject Areas • High School subject area • General Secondary Content Areas • Special Education • Specialty Areas (PreK-12) • Specialist Areas b. The official evaluation and performance for the previous year. c. The procedures indicated above shall not apply in the transferring of itinerant teachers resulting from the regrouping of schools. <p>B. The principal/supervisor shall notify a teacher Unit I member in a private conference by June 1 that the teacher they will be a staff reduction. Final notification will be given in writing by the Division of Human Resources after notification by the principal/supervisor.</p> <p>C. If a teacher Unit I member is involuntarily transferred during the school year or after the opening of school for any one year, the salary shall not be reduced for the remainder of the initial year of the transfer</p> <p>D. Teachers Unit I members to be involuntarily transferred will be reassigned ahead of teachers Unit members returning from an approved leave of absence and new hires. After July 15, teachers Unit I members to be involuntarily transferred will be reassigned ahead of teachers those requesting voluntary transfers.</p> <p>E. In referring teachers Unit I members who had been declared staff reductions to existing vacancies, system wide seniority in the subject licensure/certification area will be the determining factor in establishing the order of referrals.</p>
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- F. A person to be involuntarily transferred shall be referred for a maximum of three interviews to principals/supervisors of schools where there are approved vacancies within their area(s) of licensure/certification. A maximum of five (5) workdays after the interview and selection will be permitted for the ~~teacher~~ Unit member to advise the Division of Human Resources regarding the acceptance or non-acceptance of the position. Acceptance of the position shall be acknowledged when the ~~teacher~~ Unit member and the receiving principal/supervisor complete the designated form. If a ~~teacher~~ Unit I member does not accept any of the positions to which referred and/or selected, the Division of Human Resources will assign ~~the teacher~~ them to an existing vacancy.
- G. The June 1 deadline above is based upon estimated pupil enrollment and preliminary staff allocations. Changes in student enrollment after June 1 may result in further staff reductions prior to the ~~opening of school~~ start of the school year. A ~~teacher~~ Unit member affected by such a change, however, may request within five (5) days of notification a conference with the Associate Superintendent or designee. A PGCEA representative may be called in by the teacher.
- H. Any ~~teacher~~ Unit member who is involuntarily transferred after the first workday for returning teachers at the beginning of a school year shall not be involuntarily transferred again after the first day of a new school year for three succeeding years. A ~~teacher~~ Unit I member involuntarily transferred after the first workday who wishes to request a voluntary transfer out of the new assignment must do so in accordance with the provisions of Article 10.2. If said ~~teacher~~ Unit member ~~does~~ files a timely request for transfer, the teacher shall be considered as an involuntary transfer and will be given the same consideration in determining school transfer as is given to other involuntary transfers. No involuntary transfer for reasons of correcting prior scheduled staffing will be made after September 30, except if special, unanticipated problems arise in secondary assignments, an involuntary transfer may be effectuated at the secondary level until October 15.
- I. An administrative transfer requested by the immediate supervisor for a reason other than reduction in staff or change in ratio must be approved by the Chief Human Resources Officer prior to the completion of the transfer. The ~~teacher~~ Unit Member shall be given written notification by the immediate supervisor with specific reasons behind the intent to request the transfer prior to May 15, and given an opportunity to write a rebuttal by June 1, for the record. In the event the immediate supervisor and Chief Human Resources Officer still wish to proceed with the transfer, the Chief Human Resources Officer and the President of PGCEA or their designees shall meet to discuss outstanding concerns not hereunder covered, prior to the transfer being implemented.