

## FY 2026-2028 PGCEA Negotiations

**PGCEA March 4, 2025, Reducing the Unsustainable Workload on Educators Proposals - PGCPS March 18, 2025, Response**

Article Section Title Alpha Number (& Letter if applicable)	Current language	PGCEA Proposal – March 4, 2025	PGCPS Response – March 18, 2025	PGCEA Response – March 25, 2025	PGCPS Response – April 22, 2025	PGCPS Response – April 29, 2025
<b>Article 6</b> <b>6.1 Work Year</b> <b>M. NON SCHOOL BASED SCHEDULES</b>  <b>Proposed structure change to have provision a and b.</b>  <b>NEW Provision b</b>	M. NON SCHOOL BASED SCHEDULES Non School-Based Unit I members, may, in coordination and approval of their supervisor, adjust their weekly work schedule as these educators and their supervisor determine given the priorities and scope of the work. Requests for adjustments will not be unreasonably denied.	M. NON SCHOOL BASED SCHEDULES  a. Non School-Based Unit I members, may, in coordination and approval of their supervisor, adjust their weekly work schedule as these educators and their supervisor determine given the priorities and scope of the work. Requests for adjustments will not be unreasonably denied.  b. Unit I Members assigned to the Special Education Infants and Toddlers Program will work with their supervisor to determine when they need to be at their base location. At times it is not necessary to be at their base location, they shall work remotely at an alternate location to fulfill their assigned duties.	<p style="color: green;">There is an expectation of increased responsibilities as teachers progress up the career ladder. These “other teacher activities” should be studied by the proposed committee.</p> <p style="color: green;">We will review.</p>		Same as 3/18/25	Reject - Maintain current language  Special Education Infants and Toddlers Program are classified as Non School-Based Unit I members and are eligible for telework per AP 4165. These identified Unit I members may, in coordination and approval of their supervisor, adjust their weekly work schedule as these educators and their supervisor determine given the priorities and scope of the work. Requests for adjustments will not be unreasonably denied.
<b>Article 8</b> <b>F</b>	F. Unit I members are encouraged to take an active role in the school parent organization and each Unit I member is required to attend Back-to-School Night. Unit I members with multiple school assignments shall only be required to attend Back-to-School events at their base school.	F. Unit I members are encouraged to take an active role in the school parent organization and each Unit I member is required to attend one Back-to-School Night event. Unit I members with multiple school assignments shall only be required to attend one Back-to-School event at their base school.	F. Unit I members are encouraged to take an active role in the school parent organization and each Unit I member is required to attend one Back-to-School Night event. Unit I members with multiple school assignments shall only be required to attend one Back-to-School event at their base school. Reject. Maintain current language. Some schools have different events.	PGCEA holds to 3/4/24 Proposal	Same as 3/18/25	HOLD - Under further review

**PGCEA March 11, 2025, Safe Work and Learning Environments Proposals - PGCPs March 18, 2025, Response**

Article Section Title Alpha Number (& Letter if applicable)	Current language	PGCEA Proposal – March 11, 2025	PGCPS Response – March 18, 2025	PGCEA Response – March 25, 2025	PGCPS Response – April 22, 2025	PGCPS Response – April 29, 2025
<b>Article 13 D</b>	D. No Unit I member will be disciplined, reprimanded, reduced in rank or compensation or deprived of any professional advantage without cause. 1. Due process rights shall include the right for the Unit I member to have an Association	No Unit I member will be disciplined, reprimanded, reduced in rank or compensation or deprived of any professional advantage without cause.	No Unit I member will be disciplined, reprimanded, reduced in rank or compensation or deprived of any professional advantage without cause.  1. Due process rights shall include the right of the Unit I member to have an Association		No Unit I member will be disciplined, reprimanded, reduced in rank or compensation or deprived of any professional advantage without cause.	No Unit I member will be disciplined, reprimanded, reduced in rank or compensation or deprived of any professional advantage without cause.

	<p>representative present at any meeting or hearing (where the Unit I member has a reasonable belief that the meeting or hearing may result in disciplinary action. As a general rule, employee evaluation conferences are not conducted as disciplinary in nature. The existing legal and contractual rights of the Board of Education and its Unit I member as represented by PGCEA with respect to suspension or dismissal of Unit I members by the Chief Executive Officer or by the Board of Education and the existing legal and contractual rights regarding the issuance of Second Class Certificates and the classification of certificates by the Chief Executive Officer shall remain in effect during the term of this Agreement.</p> <p>2. A Unit I member temporarily reassigned to an alternate location as a result of an investigation conducted solely by the school system shall not be reassigned for a period greater than 45 days without a final report being issued and a decision being made by the Director of Employee Labor Relations Office (ELRO) regarding the Unit I member’s employment status. If extenuating circumstances prevent a final report from being issued or a decision made regarding the Unit I member’s status within 45 days, the Director of ELRO shall notify the Unit I member as soon as practicable and the temporary assignment shall continue.</p>	<p>1. Due process rights shall include <del>the right of the Unit I member to have an Association representative present at any meeting or hearing where the Unit I member has a reasonable belief that the meeting or hearing may result in disciplinary action.</del></p> <p>a. <del>the right for the Unit I member to have an Association representative present at any meeting or hearing where the Unit I member has a reasonable belief that the meeting or hearing may result in disciplinary action.</del></p> <p>b. <del>the Unit I member being informed of the specific allegation(s) against them before being asked to provide any incident statements or attend any interview.</del></p> <p>c. <del>the right to a formal hearing within thirty (30) workdays where Unit members can examine any evidence against them and respond to allegations. The final determination in the case will be issued within 30 days of the hearing.</del></p> <p>d. Generally, employee evaluation conferences are not conducted as disciplinary in nature.</p> <p>e. The existing legal and contractual rights of the Board of Education and its Unit I member as represented by PGCEA with respect to suspension or dismissal of Unit I members by the <del>Chief Executive Officer</del> <b>Superintendent</b> shall remain in effect during the term of this Agreement.</p> <p>2. A Unit I member temporarily reassigned to an alternate location <del>as a result</del> because of an investigation conducted solely by the school system, <b>or from the time an external investigation is closed</b>, shall not be reassigned for a period greater than 45 days without a <del>final report being issued and</del> a decision being made by the Director of Employee Labor Relations Office (ELRO) regarding the Unit I member’s employment status. If extenuating circumstances prevent <del>a final report from being issued or</del> a decision on the employee status from being made <del>regarding the</del></p>	<p><del>representative present at any meeting or hearing where the Unit I member has a reasonable belief that the meeting or hearing may result in disciplinary action.</del></p> <p>2. <del>the right for the Unit I member to have an Association representative present at any meeting or hearing where the Unit I member has a reasonable belief that the meeting or hearing may result in disciplinary action</del> <b>provided that the request for representation does not unreasonably delay the meeting.</b></p> <p>3. <del>the Unit I member being informed of the specific allegation(s) against them before being asked to provide any incident statements or attend any interview.</del></p> <p><del>4. the right to a formal hearing within thirty (30) workdays where Unit members can examine any evidence against them and respond to allegations. The final determination in the case will be issued within 30 days of the hearing.</del></p> <p>5. Generally, employee evaluation conferences are not conducted as disciplinary in nature.</p> <p>6. The existing legal and contractual rights of the Board of Education and its Unit I member as represented by PGCEA with respect to suspension or dismissal of Unit I members by the <del>Chief Executive Officer</del> <b>Superintendent</b> or by the Board of Education and the existing legal and contractual rights regarding the issuance of Second Class <b>Licenses</b>/Certificates and the classification of <b>licenses</b>/certificates by the <del>Chief Executive Officer</del> <b>Superintendent</b> shall remain in effect during the term of this Agreement.</p> <p>2. A Unit I member temporarily reassigned to an alternate location <del>as a result</del> because of an investigation conducted solely by the school system, <b>or from the time an external investigation is closed</b>, shall not be reassigned for a period greater than 45 days without a <del>final report being issued and</del> a decision being made by the Director of Employee Labor Relations Office (ELRO) regarding the Unit I member’s employment status. If extenuating circumstances prevent <del>a final report from being issued or</del> a decision on the employee status from being made <del>regarding the Unit I member’s status</del> within 45 days, the Director of ELRO shall notify the Unit I member <b>immediately</b> as soon as practicable and the temporary assignment shall continue. <b>We cannot agree to “immediately”. As soon as practicable should remain –especially since this provision applies “extenuating circumstances.”</b></p>		<p>1. Due process rights shall include <del>the right of the Unit I member to have an Association representative present at any meeting or hearing where the Unit I member has a reasonable belief that the meeting or hearing may result in disciplinary action.</del></p> <p>a. <b>Upon their election to do so, Unit I members have the right <del>for the Unit I member</del> to have an Association representative present at any meeting or hearing where the Unit I member has a reasonable belief that the meeting or hearing may result in disciplinary action, provided that the request for representation does not unreasonably delay the meeting.</b></p> <p>b. <del>the Unit I member being informed of the specific allegation(s) against them before being asked to provide any incident statements or attend any interview.</del></p> <p><del>c. the right to a formal hearing within thirty (30) workdays where Unit members can examine any evidence against them and respond to allegations. The final determination in the case will be issued within 30 days of the hearing.</del></p> <p>d. Generally, employee evaluation conferences are not conducted as disciplinary in nature.</p> <p>e. The existing legal and contractual rights of the Board of Education and its Unit I member as represented by PGCEA with respect to suspension or dismissal of Unit I members by the <del>Chief Executive Officer</del> <b>Superintendent</b> or by the Board of Education and the existing legal and contractual rights regarding the issuance of Second Class <b>Licenses</b>/Certificates and the classification of <b>licenses</b>/certificates by the <del>Chief Executive Officer</del> <b>Superintendent</b> shall remain in effect during the term of this Agreement.</p> <p>2. A Unit I member temporarily reassigned to an alternate location <del>as a result</del> because of an investigation conducted solely by the school system, <b>or from the time an external investigation is closed</b>, shall not be reassigned for a period greater than 45 days without a <del>final report being issued and</del> a decision being made by the Director of Employee Labor Relations Office (ELRO) regarding the Unit I member’s employment status. If extenuating circumstances prevent <del>a final report from being issued or</del> a decision on the employee status from being made <del>regarding the Unit I member’s status</del> within 45 days, the Director of ELRO shall notify the Unit I member <b>immediately</b> as soon as practicable and the temporary assignment shall continue. <b>We cannot agree to “immediately”. As soon as practicable should</b></p>	<p>1. Due process rights shall include <del>the right of the Unit I member to have an Association representative present at any meeting or hearing where the Unit I member has a reasonable belief that the meeting or hearing may result in disciplinary action.</del></p> <p>a. <b>Upon their election to do so, Unit I members have the right <del>for the Unit I member</del> to have an Union Association field representative present at any meeting or hearing where the Unit I member has a reasonable belief that the meeting or hearing may result in disciplinary action, provided that the request for representation does not unreasonably delay the meeting more than two (2) days.</b></p> <p>a. <del>the Unit I member being informed of the specific allegation(s) against them before being asked to provide any incident statements or attend any interview.</del></p> <p><del>b. the right to a formal hearing within thirty (30) workdays where Unit members can examine any evidence against them and respond to allegations. The final determination in the case will be issued within 30 days of the hearing.</del></p> <p>c. Generally, employee evaluation conferences are not conducted as disciplinary in nature.</p> <p>d. The existing legal and contractual rights of the Board of Education and its Unit I member as represented by PGCEA with respect to suspension or dismissal of Unit I members by the <del>Chief Executive Officer</del> <b>Superintendent</b> or by the Board of Education and the existing legal and contractual rights regarding the issuance of Second Class <b>Licenses</b>/Certificates and the classification of <b>licenses</b>/certificates by the <del>Chief Executive Officer</del> <b>Superintendent</b> shall remain in effect during the term of this Agreement.</p> <p>2. A Unit I member temporarily reassigned to an alternate location <del>as a result</del> because of an investigation conducted <del>solely</del> by the school system, <b>or other entity will be reassigned for the period of time necessary to investigate the matter and determine if the reassignment should continue. PGCPs will endeavor to return the employee to their assignment as soon as practical. However, if the reassignment lasts beyond 45 business days, the employee and/or union may inquire regarding the status of the investigation and the reassignment by contacting the</b></p>
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		Unit I member's status within 45 days, the Director of ELRO shall notify the Unit I member <del>immediately as soon as practicable</del> and the temporary assignment shall continue.			remain –especially since this provision applies “extenuating circumstances.”	<b>Employee and Labor Relations Advisor assigned to the case. <del>or from the time an external investigation is closed;</del></b> shall not be reassigned for a period greater than 45 days without a final report being issued and a decision being made by the Director of Employee Labor Relations Office (ELRO) regarding the Unit I member's employment status. If extenuating circumstances prevent a final report from being issued or a decision on the employee status from being made regarding the Unit I member's status within 45 days, the Director of ELRO shall notify the Unit I member <del>immediately</del> as soon as practicable and the temporary assignment shall continue. We cannot agree to “immediately”. As soon as practicable should remain –especially since this provision applies “extenuating circumstances.”
Article 14 NEW 21	NEW	21. PGCPs Employee Badges shall be replaced on a five-year cycle. Badges that are stolen or damaged at no fault of the employee shall be replaced at no cost to the Unit I member.	21. PGCPs Employee Badges shall be replaced as needed <del>on a five-year cycle.</del> Badges that are stolen or damaged at no fault of the employee shall be replaced at no cost to the Unit I member. HOLD - We are still reviewing.		Same as 3/18/25	21. PGCPs Employee <b>Photo Identification</b> Badges shall be replaced as needed <del>on a five-year cycle.</del> A fee will be assessed to replace all lost, stolen or non-job-related damaged photo identification badges. Badges that are <del>stolen or</del> damaged due to normal wear or due to a job-related occurrence at no fault of the employee shall be replaced at no cost to the Unit I member. A representative from The Division of Human Resources, Employee and Labor Relations will assess the badge and make a determination regarding replacement and any associated fees.  Employees must report lost or damaged photo identification badges to Human Resources immediately and notify their supervisor. Concurrently, the employee should submit a request via email to hr.escphotoid@pgcps.org for a replacement photo identification badge.