

ESPBC Reaches Negotiations Agreement



Presented to Membership

August 27, 2021

Agenda

- Background on negotiations process
- Why was ESPBC at impasse
- Impasse Outcomes
- Next steps
- What happens Monday
- FAQ

Background on Negotiations Process

ESPBC negotiated the entire Master Agreement. This agreement remains in effect from July 1, 2020-June 30, 2023. Included in the agreement, ESPBC has the ability to reopen 2 articles and wages each year.

2020–2021

2019–2020

ESPBC reopened the language on:

- Time Management System
- Inclement Weather
- Sick Leave Bank
- Wages

The background of the slide features several thin, curved lines in shades of gray, some solid and some dashed, creating a sense of motion or a stylized globe. A large red speech bubble is positioned on the left side, containing the text 'Why was ESPBC at impasse?'.

Why was ESPBC
at impasse?

ESPBC entered negotiations seeking revisions to the Master Agreement

BCPS's response to each proposal was "NO".

In order to advance the conversation from BCPS, ESPBC filed for impasse with the PSLRB.

The Impasse Process

- The Public School Labor Relations Board (PSLRB) required that ESPBC and BCPS participate in mediation to reach an agreement.
- Over the summer, the ESPBC negotiations team
 - Held 22 hours of team meetings to prepare for the mediation
 - Participated in 2 separate 12-hour days of in-person mediation
 - Met virtually with the BCPS team for 5 hours

Topics for Mediation and Outcomes

- Time Management System
- Inclement weather
- Sick Leave Bank
- Wages and Duration



Inclement Weather

- MOU was agreed to pilot inclement weather procedures
- 12-month ESPBC bargaining unit members have the ability to request to work remotely on inclement weather days when schools are closed.
- In order to work remotely the employee must:
 - agree to respond to phone calls and perform assigned duties/job responsibilities;
 - Have the necessary resources to work remotely; and
 - be fully available by phone and email
- ESPBC and BCPS will negotiate later this year for the final language for incorporation into the 2022-2023 Master Agreement



Time Management System

- A MOU was agreed to
- ESPBC employees are expected to track time through the use of the Universal Time Sheet
- There is no swiping in and out for lunch until a new electronic time management system is adopted
- ESPBC has 4 representatives on the BCPS taskforce to identify the new electronic time management system
- Moving forward, all tracking of lunch time will apply to ALL hourly employees

Time Tracking Documents

BCPS UNIVERSAL TIME REPORTING AND LEAVE USAGE

Baltimore County Public Schools
6901 N. Charles Street, Bldg. E
Towson, Maryland 21204
(443) 809-4240

EMPLOYEE NAME: _____
EMPLOYEE ID: _____
SUPERVISOR SIGNATURE: _____
PAY PERIOD: _____

| WEEK ONE | | | | | | | | | |
|-------------------|--------------|------------------|-------------------|----------------------|-----------------------------------|--------------------------|------------------------------------|---------------|----------------|
| DAY | Date of Work | Regular Hours | Overtime Hours | Sick (A) Hours | Family Illness (B) Hours | Vacation (C) Hours | Urgent Business (D) Hours | Other Code | Total Hours |
| Saturday | | | | | | | | | |
| Sunday | | | | | | | | | |
| Monday | | | | | | | | | |
| Tuesday | | | | | | | | | |
| Wednesday | | | | | | | | | |
| Thursday | | | | | | | | | |
| Friday | | | | | | | | | |
| TOTAL WEEK ONE | | | | | | | | | |

| WEEK TWO | | | | | | | | | |
|-------------------|--------------|------------------|-------------------|----------------------|-----------------------------------|--------------------------|------------------------------------|---------------|----------------|
| DAY | Date of Work | Regular Hours | Overtime Hours | Sick (A) Hours | Family Illness (B) Hours | Vacation (C) Hours | Urgent Business (D) Hours | Other Code | Total Hours |
| Saturday | | | | | | | | | |
| Sunday | | | | | | | | | |
| Monday | | | | | | | | | |
| Tuesday | | | | | | | | | |
| Wednesday | | | | | | | | | |
| Thursday | | | | | | | | | |
| Friday | | | | | | | | | |
| TOTAL WEEK TWO | | | | | | | | | |

| GRAND TOTAL | | | | | | | | | |
|-------------|--|--|--|--|--|--|--|--|--|
| | | | | | | | | | |

Directions: Report absence and additional time worked in HOURS and MINUTES
Report minutes in 15 minutes increments. (e.g., .15 = 15 min., .3 = 30 min.)

R-RELIGIOUS HOLIDAY
G-DEATH IN FAMILY
H-SICK & SAFE LEAVE
J-WORKERS COMP

OTHER PAYROLL REPORT CODES
K-LEGAL SUMMONS
L-OTHER BOARD BUSINESS
M-UNPAID
N-COMP TIME USED

R-MILITARY LEAVE
U-COMP TIME EARNED
W-HOURS ABOVE REGULAR DAY

The Universal Time Reporting and Leave Usage form should be used to track daily hours worked.

Time Tracking Documents

HOURLY BOARD OF EDUCATION OF BALTIMORE COUNTY OFFICE OF PAYROLL 6901 N. CHARLES STREET BLDG. E, TOWSON, MD 21204 ESPBC Para-Educator & Clerical "B" Contractual Temp. & Temp. Clerical

PERIOD ENDING _____ LDPR # _____ LOCATION _____ Title of Professional Development _____

| BCPS Employee I.D. Number | Last Name | First Name | FIRST WEEK | | | | | SECOND WEEK | | | | | Total Hours Worked This Period | Hourly Rate to Apply Per Person | Total Amount Due This Person |
|---------------------------------|-----------|------------|----------------------|------|------|------|------|----------------------|------|------|------|-------------|--------------------------------------|---------------------------------------|---------------------------------|
| | | | ENTER CALENDAR DATES | | | | | ENTER CALENDAR DATES | | | | | | | |
| 1 0000XXXXX | Doe | Jane | 0:45 | 3:15 | 2:30 | 2:00 | 5:45 | 0:30 | 1:00 | 5:45 | 2:30 | 3:15 | 27:15 | \$15.00 | \$408.75 |
| 2 | | | | | | | | | | | | 00:00 | | \$0.00 | |
| 3 | | | | | | | | | | | | 00:00 | | \$0.00 | |
| 4 | | | | | | | | | | | | 00:00 | | \$0.00 | |
| 5 | | | | | | | | | | | | 00:00 | | \$0.00 | |
| 6 | | | | | | | | | | | | 00:00 | | \$0.00 | |
| 7 | | | | | | | | | | | | 00:00 | | \$0.00 | |
| 8 | | | | | | | | | | | | 00:00 | | \$0.00 | |
| 9 | | | | | | | | | | | | 00:00 | | \$0.00 | |
| 10 | | | | | | | | | | | | 00:00 | | \$0.00 | |
| 11 | | | | | | | | | | | | 00:00 | | \$0.00 | |
| 12 | | | | | | | | | | | | 00:00 | | \$0.00 | |
| 13 | | | | | | | | | | | | 00:00 | | \$0.00 | |
| 14 | | | | | | | | | | | | 00:00 | | \$0.00 | |
| | | | | | | | | | | | | Sheet Total | | \$0.00 | |

IMPORTANT NOTES

- Enter hours as TIME and not DECIMAL
- Increments of 0:15 minutes only
- You must use a colon and NOT a decimal point.
- TOTAL PAID column already has TOTAL HOURS converted to a decimal for the calculation of TOTAL PAID*
- H - Sick and Safe Leave

I certify that the above employee(s) under LDPR _____
spent 100% of his/her/their time on the Program _____

* Report the TOTAL time worked in the pay period.
** Report a 5 DIGNITY LABOR DISTRIBUTION PROFILE for each employee to be paid.

| | | |
|---|-------|------|
| PREPARER'S NAME | PHONE | DATE |
| GRANT MANAGER'S SIGNATURE: (if applies) | DATE | |
| DEPARTMENTAL APPROVER'S SIGNATURE | DATE | |

The Hourly Miscellaneous Timesheet is used to track approved overtime.



Sick Leave Bank

- A MOU was agreed to
- ESPBC will have ownership of the Sick Leave Bank effective 2022-2023
- Benefits to ESPBC
 - The sick leave bank is now completely member driven
 - Members will have better access to the why, how, when, and where the sick leave functions.
 - Prior to this BCPS could decide not to approve something that the sick leave bank may have felt should have been approved due to confounding circumstances and further research.
 - Member sick leave approval can not be overturned by the county because the sick leave bank now completely oversees the process. The committee and the ESPBC board now has that oversight. This again gives the power back to the membership
 - The ability to accurately account for membership usage and membership enrollment.
 - The ability to create your own policies and procedures that realistically meet your concerns.

A red speech bubble graphic with a white outline, containing the text 'Work Day'. The bubble has a small tail pointing downwards and to the right.

Work Day

- The workday for 6 ½ hour employees has been extended to 6 hours and 45 minutes.
- Employees will automatically be compensated for the additional time worked.



Wages

- BCPS proposed a step and 2% COLA effective January 1, 2022.
 - Almost $\frac{1}{2}$ of the bargaining unit would receive NO compensation increase until January 2022.
- ALL bargaining unit members will receive a 3.5% COLA effective July 1, 2021.
- Everyone remains on the same step for the 2021-2022 school year.
- Longevity increments have been funded.
- No furloughs and no layoffs for the 2021-2022 school year

Impact of wages in your pocket

Note: Any member on step 10 would only receive 1.1% increase. ESPBC was able to secure a minimum of 3.5% increase for ALL employees.

| Job Title | 2020-2021 Wages | 2021-2022 Wages after Negotiations | Increase from 2020-2021 |
|---|--|------------------------------------|-------------------------|
| Interpreter (Grade 11, Step 31) | \$25.98/hour \$32,254.17 annual | \$26.89/hour \$34,667.03 annual | 7.5% |
| Paraeducator (Grade 35, Step 10) | \$27.81/hour \$34,526.12 annual | \$28.78/hour \$37,108.93 annual | 7.5% |
| 10-Month Office Professional (Grade 2, Step 70) | \$28.20/hour \$40,396.50 annual | \$29.19/hour \$41,810.37 annual | 3.5% |
| 12-Month Office Professional (Grade 12, Step 4) | \$29.80/hour \$58,333.50 annual *assuming 261 days in the year | \$30.84/hour \$60,375.17 annual | 3.5% |

The Tentative Agreement

FINAL AGREEMENT **PSLRB I-2021-06**

THIS AGREEMENT is made this 26th day of August 2021, by and between the **EDUCATION SUPPORT PROFESSIONALS OF BALTIMORE COUNTY** (hereinafter "ESPBC" or "Association") and the **BOARD OF EDUCATION OF BALTIMORE COUNTY** (hereinafter "Board")

The Association and the Board have reached agreement on matters presented at *Impasse*. And hereby affirm that Memoranda of Understanding have been fully executed in these matters, including:

- (1) Inclement Weather Pilot Program
- (2) Sick Leave Bank
- (3) Time Management System

The Parties have now reached agreement on wages and duration, specifically, as follows, the Parties agree:

I. Wages and Duration, FY 22

- a. ESPBC employees who currently work a 6 hours and 30 minutes duty day will work and be paid for the additional 15 minutes being added to the student day. Based on the foregoing, the MA shall be amended as follows:

b. 7.2 Normal Duty Hours

The paraeducators' duty day shall be six **AND THREE-QUARTER (6 ¾)** ~~one-half (6 1/2)~~ consecutive hours, not including an unpaid duty-free lunch period of thirty (30) minutes (see Section 7.5 re: breaks).

- c. Board agrees to no furloughs and no layoffs.
- d. Board agrees to longevity increases.
- e. All employees shall remain on their salary scale step as of June 30, 2021.
- f. Board agrees to reallocate existing funds for a COLA totaling 3.5 % effective July 1, 2021.

II. Wages, FY 23

- a. ESPBC's salary scale restructuring request will be submitted to the Superintendent for consideration in the FY23 Budget planning. In order to be considered for inclusion in the budget, the Parties agree to complete negotiations on the restructuring no later than November 15, 2021. The Association agrees to present for consideration its restructuring salary scale proposals no later than October 15, 2021.
- b. The Association's longevity increments will be presented in the FY23 budget.

The MOU

MEMORANDUM OF UNDERSTANDING DUTY DAY

THIS MEMORANDUM OF UNDERSTANDING ("MOU") is made this 26th day of August, 2021, by and between the **EDUCATION SUPPORT PROFESSIONALS OF BALTIMORE COUNTY** (hereinafter "ESPBC" or "Association") and the **BOARD OF EDUCATION OF BALTIMORE COUNTY**. (hereinafter "Board")

WHEREAS, the Association and the Board have agreed that ESPBC Employees who have a 6 ½ hour duty day will now have a 6 ¾ hour duty day,

WHEREAS, the Association's members must ratify the changes to the Master Agreement, as required by the Association's procedures and rules, and such ratification requires a minimum of ten (10) duty days; and

WHEREAS, the Association understands and agrees that, with the arrival of students on August 30, 2021, the 15 minute extension of the duty day is of paramount importance to the Board, and the Board wishes to fairly compensate Association's members for the additional fifteen minutes of their duty day until the change to the Master Agreement can be ratified,

NOW, THEREFORE, WITNESSETH in consideration of the mutual promises and covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. ESPBC employees who currently work a 6 hours and 30 minutes duty day will work and be paid for the additional 15 minutes being added to the student day.

IN WITNESS WHEREOF, the Parties hereto have caused this MEMORANDUM OF UNDERSTANDING to be duly executed as of the day and year first above and it will remain in full force and effect until September 30, 2021 or until written changes to section 7.2 of the Master Agreement have been ratified, at the earlier of which (upon ratification or on September 30, 2021) it will expire and have no further force or effect.

What's the
difference?

Tentative Agreement (TA)

- Requires member ratification
- Incorporated into the Master Agreement

Memorandum of Understanding (MOU)

- A temporary agreement
- Does not require membership ratification
- Not automatically incorporated into the Master Agreement



What Do We Do Now?

1

Await an official communication to vote
for the tentative agreement (ratification)

2

Work with ESPBC as we prepare to share
the need for compensation and staffing
for ESPBC bargaining unit members

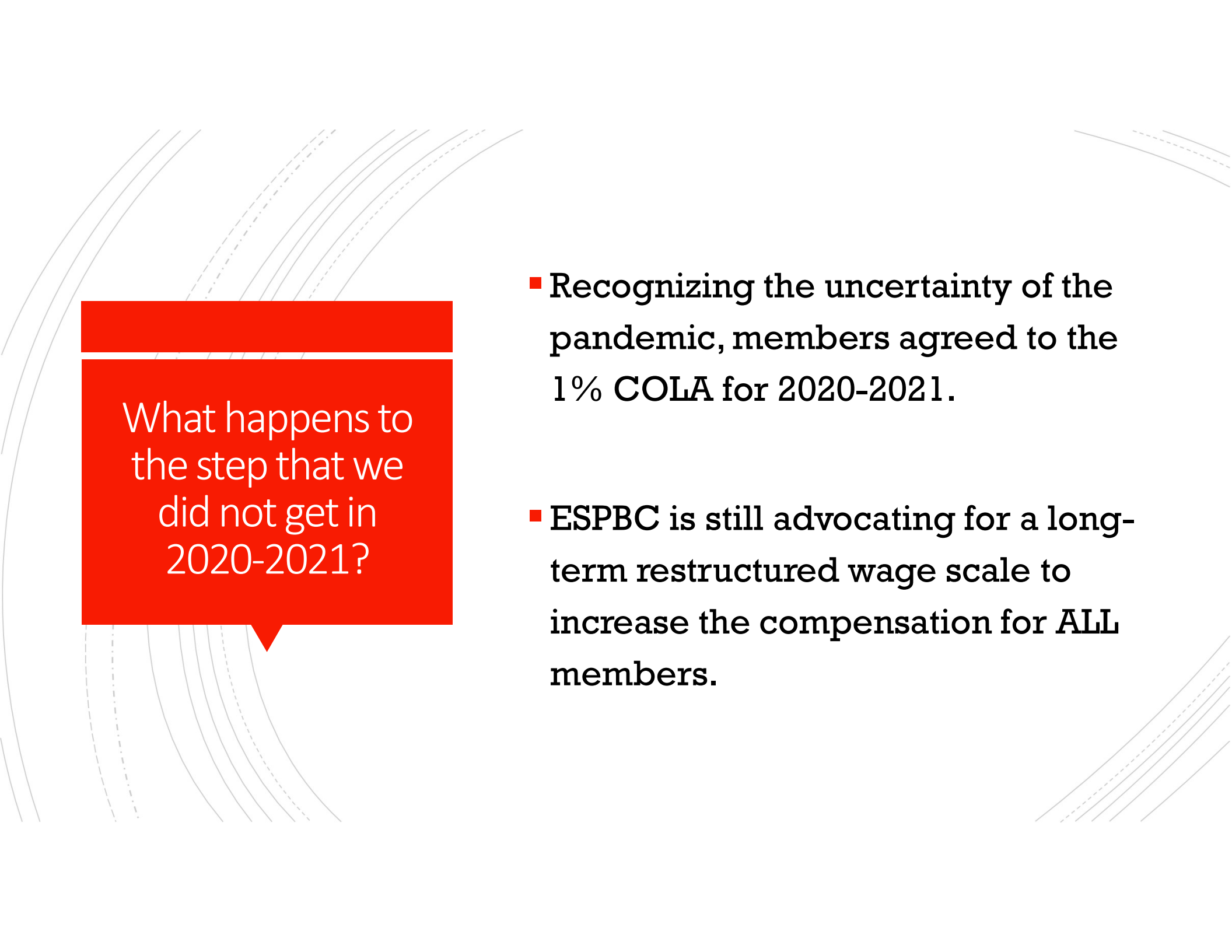
Next Steps



Frequently Asked Questions

What happens August 30?

- It's the first day of school for students
- While we wait for the ratification of wages, ESPBC and BCPS agreed to an MOU to extend the workday of paraeducators and interpreters to 6 $\frac{3}{4}$ hours for pay.

The background of the slide features decorative, light gray curved lines that sweep across the top and bottom corners. A prominent red speech bubble is positioned on the left side, containing white text.

What happens to
the step that we
did not get in
2020-2021?

- Recognizing the uncertainty of the pandemic, members agreed to the 1% COLA for 2020-2021.
- ESPBC is still advocating for a long-term restructured wage scale to increase the compensation for **ALL** members.

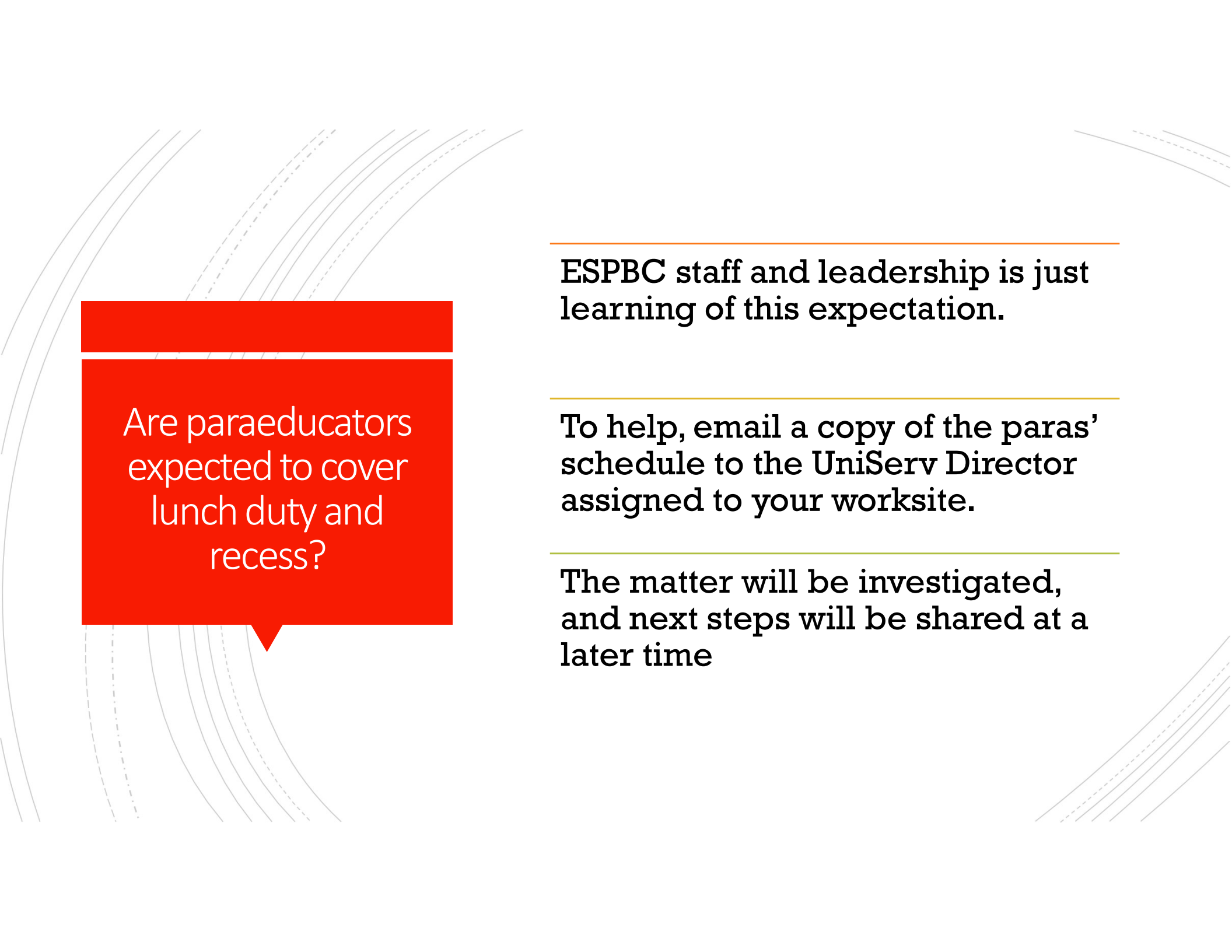
Are ESPBC
members eligible
for extra pay if they
cover for teachers?

No because the MOU authorizing the additional pay expired June 30, 2021.

The MOU was not extended because BCPS believes that the need for coverage was temporary because of COVID-related impact on teaching staff.

The language was not able to be negotiated because ONLY the items outlined during the negotiations process were able to be discussed.

[BCPS NewsHub](#) provided guidance to all administrators regarding coverage expectations

The background of the slide features several thin, curved lines in a light grey color, some solid and some dashed, creating a sense of motion or a stylized wave pattern. A red speech bubble is positioned on the left side of the slide.

Are paraeducators
expected to cover
lunch duty and
recess?

ESPBC staff and leadership is just learning of this expectation.

To help, email a copy of the paras' schedule to the UniServ Director assigned to your worksite.

The matter will be investigated, and next steps will be shared at a later time