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Memorandum of Understanding

between

CITY OF BALTIMORE

and the

BALTIMORE TEACHERS UNION

LOCAL #340

AMERICAN FEDERATION OF

TEACHERS, AFL-CIO

FISCAL YEARS 1982-1984

AGREEMENT COVERING

ALL PARAPROFESSIONALS



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MEMORANDUM OF UNDERSTANDING

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CITY OF BALTIMORE

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BALTIMORE TEACHERS UNION

LOCAL #340

AMERICAN FEDERATION OF TEACHERS, AFL-CIO

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FISCAL YEARS 1982-1984

AGREEMENT COVERING ALL
PARAPROFESSIONALS

This AGREEMENT is entered into this first day of September, 1982, between the Employer and the Baltimore Teachers Union, Local #340, American Federation of Teachers, AFL-CIO ("Union"). To the extent that implementation of these points requires action by the Board of Estimates and/or the City Council, this Memorandum will serve as a request and recommendation to such bodies that it be so implemented.

ARTICLE I

A. Declaration of Principle, Policies and Purpose

It is the intent and purpose of the Union and the Employer to promote and improve the efficiency of the operations of the City of Baltimore and the Department of Education of Baltimore City. In order to render the most efficient public service to the citizens of the City, the Union and the Employer agree that this goal can best be achieved through an orderly, constructive and harmonious relationship between them. The parties hereto are in further accord that effective employee-management cooperation in the public service requires a clear statement of the respective rights and obligations of labor and management and for this purpose enter into this Memorandum of Understanding.

B. Definition of Unit

Paraprofessionals shall include children's aides, research aides, educational assistants, lunch aides, home/school/community liaison workers (home visitors, parent liaison workers, and home community workers), transportation aides, and other employees paid on the salary scales set forth in this Memorandum of Understanding.

ARTICLE II

Recognition

The Employer recognized the Baltimore Teachers Union, Local #340, American Federation of Teachers, AFL-CIO, as the exclusive certified negotiating representative of all eligible employees in the Department of Education of Baltimore City pursuant to the provision of the Municipal Employee Relations Ordinance (**Article I, Sections 119-137, of the Baltimore City Code, 1976 Edition**).

- A. Once a written agreement is adopted by the Union and the Employer, it shall constitute a binding, legal, and moral commitment on the part of both parties to do everything within their power to secure the execution of the provisions of the agreement.
- B. If a tentative agreement submitted by the Union is rejected by the Paraprofessionals of Baltimore City, negotiations shall be reopened.

ARTICLE III

Checkoff and Union Rights

- A. The Employer agrees to deduct Union dues and service fees from the pay of any employee who authorizes such deductions in writing pursuant to the provisions of the Municipal Employee Relations Ordinance. The Employer shall transmit all such monies withheld to the Union on a monthly basis. The Employer shall also provide to the Union, upon re-

quest, all necessary information relating to those employees paying service fees.

- B. The Union will be permitted to use the interdepartmental mail service for distribution of approved material to Paraprofessionals provided that such use of the mail service does not interfere with the distribution of the materials of the school system. Approved materials are official publications of the Union appearing on the Union's letterhead.
- C. On at least one (1) full school day's notice in writing to the Administrator of the School, and acknowledged by him, the authorized school representatives of the Union shall have the right to schedule Paraprofessional meetings in the building before or after regular duty hours or during the lunch time of the employees involved.
- D. The Union building representative may request meetings with the Principal, at times mutually acceptable, to discuss questions relating to this Agreement.
- E. Each school is to provide bulletin board space for Paraprofessional use, provided that the allocation of such space does not interfere with or interrupt normal school operation.
- F. Payroll deductions for dues will be continued whenever a Paraprofessional is transferred from one school to another unless that Paraprofessional requests discontinuance.
- G. All employees covered by this Memorandum of Understanding (1) who are employed after September 1, 1976, and elect not to join or remain members of the Union, or (2) who were employed prior to September 1, 1976, and had previously executed membership or dues authorization cards as members of said Union, but hereafter elect to terminate such membership and/or revoke said dues authorization cards, shall, as a condition of continued employment, following their established probationary

period, pay a service fee to the Union in an amount not to exceed the then current dues in order to defray the costs incurred by the said Union in the negotiation, administration and implementation of the terms of the Memorandum of Understanding, and all modifications and amendments thereto, including related proceedings before an impasse panel or arbitrators; in the processing of grievances; in the conduct of disciplinary proceedings and in the appeal thereof; in the protection and improvement of Civil Service rights; and in any and all other proceedings and matters for which the Union is the employees' exclusive representative as a result of its certification.

- H. The above shall not be granted to any other employee organization for the purpose of representing any of the employees outlined in Article I, Section B, above.
- I. The Employer shall not discriminate against an employee in any manner because of membership in or activities on behalf of the Union.
- J. Upon advanced request and approval by the appropriate Administrator, three (3) area representatives shall each be allowed three (3) days per month with pay in order to conduct Union business. Request for such leave shall be made at least five (5) days in advance.

ARTICLE IV

Management Rights

The Employer shall have all of the rights set forth in Article I, Section 123 of the Baltimore City Code (1976 Edition), Title 6, Section 6-501 of the Annotated Code of Maryland, and Article VII, Section 58-60 of the Baltimore City Charter (1966 Revision) which provisions are incorporated herein by reference.

ARTICLE V

Fair Practices

- A. The provisions of this Agreement shall be applied

equally to all employees in the bargaining unit for which the Union is the certified representative without discrimination as to age, sex, marital status, race, creed, color, handicap, national origin, or political affiliation.

- B. The Employer and the Union agree that they shall not interfere with employees in the exercise of the rights guaranteed under the Municipal Employees Relations Ordinance.

ARTICLE VI

School Calendar and Hours

- A. Employees covered under this Agreement shall work the same school calendar as teachers.
- B. Classroom Aides, Educational Assistants and Children's Aides shall work the same hours as teachers (15 minutes before and 15 minutes after instruction).
- C. Duty hours for employees covered under this Agreement shall be as assigned provided that:
 - 1. Bus aides shall be regularly scheduled for five (5) hours per work day.
 - 2. All other employees who are regularly scheduled for four (4) or more hours per work day, as of October 15th of any school year, shall not be reduced to a schedule of less than four (4) hours per work day for the remainder of the school year.
 - 3. Paraprofessionals who are assigned to work locations in Regional and Central Offices and who work with students in school sites shall work the same hours as teachers.

ARTICLE VII

Grievance and Arbitration Procedures

Discharge, reduction in pay or position, or suspen-

sion for more than thirty (30) days, as provided for in the Article XV, hereof, shall not be subject to the grievance procedure.

- A. Except as hereinabove provided and subject to any limitations of existing law, any grievance defined in the Municipal Employees Relations Ordinance (Section 120F) as a dispute concerning the application or interpretation of the terms of this agreement or a claimed violation, misinterpretation or misapplication of the rules or regulations of the employer affecting the terms and conditions of employment may be settled in the following manner:

Step 1

An employee may appear on his own behalf or be represented by a Paraprofessional Chairman, or an individual designated by the Union. The grievance shall be discussed with the Principal within five (5) school days of the date of the grievance or his knowledge of its occurrence. The Principal shall attempt to adjust the matter within five (5) school days of the presentation of the grievance.

Step 2

If the grievance has not been satisfactorily resolved in Step 1, a written appeal may be taken to the Regional Superintendent or his designee on a form to be provided by the Employer and approved by the Union within five (5) school days following the completion of Step 1. The Regional Superintendent or his designee shall meet with and discuss the grievance with the Paraprofessional President, the President of the Local Union or his designee, and the aggrieved employee within five (5) school days after written appeal. An answer to the grievance shall be submitted to the aggrieved employee and to the President of the Local Union in writing on the said form within five (5) school days thereafter.

Step 3

If the grievance has not been satisfactorily resolved

in Step 2, a written appeal may be filed on said form with the Superintendent of Public Instruction or his designee within five (5) school days following the completion of Step 2. Within ten (10) school days of such appeal, the Superintendent of Public Instruction or his designee shall meet with the Paraprofessional President, the President of the Local Union or his designee, the aggrieved employee, and such other parties whose presence may be required to discuss the grievance. The Superintendent of Public Instruction or his designees shall respond in writing on the said form within ten (10) school days thereafter.

Step 4 — The Board of School Commissioners

The decision of the foregoing step may be appealed in writing by the aggrieved employee to the Board for review within five (5) school days after the decision of the Superintendent or his designated representative has been received.

After receipt of the appeal, the Board may sit as a whole, or use a committee or a designee to hear the grievance. The Board shall hear the grievance within fifteen (15) days following receipt of the appeal, and shall render its decision no later than seven (7) school days following said hearing. The Superintendent or his designated representative, the Union, and such other persons as are necessary shall be present and state their views. After conferring with the aggrieved employee, the Board shall communicate its decision in writing together with supporting reasons to the aggrieved employee, the Union, and to the lower level hearing offices within the seven (7) school days as aforesaid.

At its option, the Board may choose not to hear the grievance and the Union may then pursue it to arbitration.

Step 5 — Arbitration

A. In the event that a grievance as defined herein shall

not have been resolved at Step 4 of the grievance procedure, the Union may refer such a dispute or difference to arbitration by mailing a written notice to submit to arbitration to the Labor Commissioner and to the Superintendent of Public Instruction within seven (7) school days following receipt of a written decision at Step 4.

If the Union and the Labor Commissioner are unable to agree upon an Arbitrator within five (5) school days after the receipt of the aforesaid written notice, the dispute shall be referred by the Union to the American Arbitration Association for arbitration in accordance with its administrative procedures, practices, and rules. Written notice of such arbitration shall be filed by the Union with the American Arbitration Association or the selected Arbitrator with a copy to the Labor Commissioner and to the Superintendent of Public Instruction within twenty (20) days after the receipt of the written decision at Step 4.

The Arbitrator shall be without power to add to, subtract from, change, or alter any provision of the agreement, Board policy, or of applicable State or local law. The Arbitrator shall hear and decide only one grievance in each case unless mutually agreed otherwise.

The decision of and award made by the Arbitrator shall be final and binding upon all parties to the grievance unless the same is contrary to law. The costs for the services of the Arbitrator including per diem expenses, if any, and actual and necessary travel and subsistence expenses will be borne equally by the Board of School Commissioners and the Union.

B. Time Limits

Failure to submit a grievance within the specified time limits or to appeal a grievance to the next successive step or to arbitration within the specified

time limits shall be deemed to be a waiver of the grievance and/or acceptance of the decision rendered at that step.

Failure at any step of this procedure to communicate the decision on a grievance within the specified time limits shall permit the Union to lodge an appeal at the next step of this procedure.

In the event a grievance is filed on or after June 1, which, if left unresolved until the beginning of the following school year, could result in irreparable harm to a party in interest, the time limits set forth herein will be reduced so that the grievance procedure may be exhausted prior to the end of the school term or as soon thereafter as is mutually agreeable to the parties. All other grievances filed on or after June 1 will be considered at a time mutually agreeable to the parties, but no later than the beginning of the next school term. To avoid any dispute as to the date of submission or receipt of a grievance appeal, decision, notice or hearing or notice to submit to arbitration, all notices of hearings and/or decisions shall be mailed by school officials by certified or registered mail, return receipt requested, with the date of mailing or postmark and the date of receipt recorded thereon. As an option, such correspondence may be hand delivered but must be signed, timed, and dated by the receiver. By mutual agreement in writing, time limits may be extended.

C. General Provisions

Hearings held under this procedure shall be conducted at a time and place which will afford a fair and reasonable opportunity for all persons, including witnesses, entitled to be present to attend. The Union shall have the right to initiate a grievance or appeal from the disposition of the grievance of an employee at any step of this procedure. However, only the Union may appeal a grievance to arbitration. Any grievance filed during the life of this agree-

ment shall be processed according to the terms of this agreement.

If a grievance arises from the action of any authority higher than the Step 1 Administrator, such grievance may be initiated at the appropriate step of the grievance procedure.

ARTICLE VIII

Leaves

The provisions of this Article are applicable to all employees who are regularly scheduled to work a minimum of four (4) hours per day, five (5) days per week.

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.

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. Additional days for this purpose may be charged to personal business leave with no loss of pay if the employee so elects.

B. Maternity Disability and Maternity Leave

Employees covered under this agreement, shall, at their request be allowed to use sick leave for absence due to disability connected with or resulting from childbirth. Certification of disability must be

certified by the attending physician. It is recognized by the Employer and the Union that this disability will occur in most cases, for a period of sixty (60) days. Upon termination of such disability, or the complete usage of all paid sick leave, whichever occurs first, the employee must return to work unless she requests a maternity leave of absence, which shall be granted, or resigns.

Employees shall give their Supervisors no less than thirty (30) days' notice of their intention to take maternity leave of absence.

At the expiration of any maternity leave of absence of sixty (60) days or less, the employee shall be re-assigned to active duty. At the expiration of leave of more than sixty (60) days, the employee's re-assignment to active duty shall be contingent upon the existence of a vacancy for which the employee is qualified.

If an employee adopts an infant child, leave of absence may be granted, with full loss of pay, until one (1) year from the date of birth of the child. Upon application, this leave may be extended to, but in no case beyond, the beginning of the scholastic year (September 1st) following the child's third (3rd) birthday.

An employee who has been on two (2) or more consecutive maternity leaves of absence which extend for a total period of more than five (5) years shall pass a test of basic skills before being reassigned to duty except as provided herein. If such employee is eligible and applies for reassignment before the expiration of a five (5) year period from the date of the beginning of her first leave and if no suitable vacancy develops until after the expiration of the five (5) year period, her leave of absence shall be extended for a period not to exceed two (2) additional years without her being required to take the test of basic skills. The effect of this will be that such an employee may be absent for a period not

to exceed seven (7) years before she is required to pass a test of basic skills to be eligible for reassignment. No benefits normally earned during the work year shall accrue to the employee while she is on maternity leave.

C. Matrimony Leave

Leaves of absence for the purpose of marriage shall be with loss of full pay and shall not exceed ten (10) working days.

An employee may obtain a leave of absence with loss of full pay for a period not to exceed twenty-five (25) working days in any one school year to spend time with the spouse who is in military service outside the Baltimore area. Time for matrimony leave within the same school year shall be included in these twenty-five (25) days. Unless the employee returns to duty on or before the expiration date, resignation may be requested by the Employer.

D. Military Leave

Paraprofessionals shall be eligible for military leave of absence without pay. During the time of military leave, the employee shall receive full seniority credit for the time spent in the military and shall be placed in an equivalent position according to qualifications and experience. All employees who are members of the military or naval establishments of the United States of America or of the State of Maryland, shall be granted leave on those days during which they shall be engaged in any military or naval duty to which they shall be ordered by proper authority, not to exceed fifteen (15) calendar days in any year, with loss of half pay for the working days included in the leave.

E. Absence for Funeral of Fellow Aide

Two members of the paraprofessional contingent in a school may be delegated to attend the funeral of

a member of the paraprofessional contingent as representing the paraprofessionals of the school.

F. Sick Leave

Sick leave with pay shall be granted only to full-time employees who have accrued such leave and who are required to be absent from duty because of sickness or injury, either physical or mental.

Such sick leave shall accrue at the rate of one (1) day for each month of completed service, except that in the employee's first month of employment he must be in pay status at least one-half ($\frac{1}{2}$) the number of working days in that month. Sick leave shall be accruable throughout the school year, and may accumulate to a maximum of one-hundred (100) days. Sick leave will not be granted where there is evidence of abuse of the sick leave principle through malingering or false application for such leave.

An employee requesting sick leave shall notify his Supervisor as early as possible on the first day of such absence.

A full-time employee, upon application in writing, may be granted a leave of absence, without pay, provided said leave is recommended by the employee's physician for reasons of personal illness or disability. Such leave shall not extend beyond one (1) year from the date said leave was granted.

Up to five (5) days of accumulated sick leave may be used by the paraprofessionals in the case of illness in the immediate family as defined in Board rules.

Sick Leave Conversion

Sick Leave Year

The sick leave year begins on the day immediately following the last payroll period in November and

extends through the last payroll period in November of the following year.

Eligibility for Conversion

All employees who work a minimum of four (4) hours per day, five (5) days per week are eligible for sick leave conversion at the end of each sick leave year, provided that they have a minimum of four (4) unused sick leave days which were accumulated during the preceding twelve (12) months.

Conversion Factor

For every four (4) days of sick leave accumulated during the year, an employee may convert one (1) day to cash, and retain the remaining three (3) days in his sick leave account.

Conversion Option

An employee may convert to cash all or none of the days to which he is entitled. Conversion of only some of the days to which an employee is entitled as well as conversion of partial days is not authorized.

Payment

Payment for sick leave conversion will not be included in the employee's regular salary check, but will instead be made by a separate check. These checks will be issued no later than December 24 each year, and will include the usual deductions for taxes and Social Security.

G. Sick Leave Bank

- a. Paraprofessionals shall be eligible to participate in the sick leave bank established for teachers in accordance with the program guidelines outlined in the Teacher's Memorandum of Understanding.
- b. One Paraprofessional and one Board Representative shall be added to the Sick Leave Bank Com-

mittee established in the Teacher's Memorandum of Understanding.

H. Communicable Disease Absence

An employee who is isolated because of contact with a communicable disease which requires isolation under the City Health Code but who does not have the disease himself shall be paid full salary for such time as the City Health Commissioner declares the staff member subject to isolation.

When an employee has contacted a communicable disease as defined above and there exists a substantial number of cases of that disease among those students with whom the employee has had direct contact, as determined by the school systems Medical Officer, that employee shall suffer no loss of pay or accumulated sick leave time for any days that the employee is absent from the school. Prior to approval of this leave with pay, medical verification of the employee's illness shall be required.

I. Religious Holidays

An employee may be absent, with loss of half pay, for the observance of traditional and customary religious holidays. Such holidays are to be interpreted as those days when members of the staff members' religious group, in the observance of their fundamental beliefs, engage in religious duties and do not carry on their regular professional or business activities. Religious holidays which occur on school holidays shall be without loss of pay.

J. Birth of Child Absence

An employee whose wife has given birth to a child may be absent at the time of the birth of the child without loss of pay. Such absence may not exceed one (1) day in any school year.

K. Personal Business Leave

An employee shall be permitted to request the use

of accumulated sick leave in an amount not in excess of two (2) days per year for necessary personal business purposes. Such personal business leave shall be treated as sick leave and shall be noncumulative from one year to the next.

No request for personal business leave will be honored either the day before or after a holiday. An employee shall be granted an additional one (1) day leave of absence each year for necessary personal business without loss of pay.

L. Accidental Injury

Employees who sustain injuries as the result of accidents occurring in connection with their assigned duties shall be given leave of absence without loss of pay. The length of the leave allowed shall be determined by the Board upon the recommendation of the Superintendent.

The Superintendent in his recommendation shall take into consideration the advice of the appropriate medical examiner of the Division of Occupational Medicine in the Office of Occupational Medicine & Safety or other competent physicians.

No employee shall be entitled to receive Workmen's Compensation benefits for temporary total disability during the time, or covering the period, that said employee is receiving his or her full salary for job injury leave as outlined above.

Absence due to the disability resulting from an assault will be covered by an assault leave. This leave will not be charged to sick leave. The paraprofessional will be in full pay status for the duration of the disability.

M. Jury Service

Employees who are required to perform jury service in any Court (city, federal, county) shall be paid their regular salary, less the amount received for

such jury service. The employees summoned as jurors shall notify their Supervisor immediately by memorandum and summonses are to be forwarded to the Office of Personnel.

N. Leaves of Absence

Any employee elected or appointed as President, or Vice-President of the Union may be granted a leave of absence, without pay, for the term of his election or appointment or any extension thereof.

O. Graduation Exercises Absence

Leave of absence for attendance at a senior high school or college graduation exercise may be granted an employee covered by this Agreement as follows:

A one (1) day leave without loss of pay to attend his own graduation.

A one (1) day leave of absence without loss of pay to attend the graduation exercises of spouse or child.

P. Any paraprofessional who is engaged in an educational program and who may need a leave of absence for student teaching or other reasons to complete requirements for graduation shall be granted such leave without pay and shall be assured of reassignment to his former position or one comparable at the end of such leave.

Q. Personnel on the 362 Payroll who are assigned on a twelve (12) month basis will receive 23 vacation days per annum or, 11.5 months will receive 12 vacation days per annum. An unused vacation may be carried over to the following year.

R. Parental

Paraprofessionals shall at their request be granted a leave of absence without pay for child-bearing and/or child-rearing for such period of time as they

specify but not to exceed one (1) year. Upon application, said leave may be extended up to, but not beyond, the beginning of the school year (September 1) following the child's third birthday.

Application for such leave shall be made as soon as possible but normally at least ninety (90) days prior to the effective date.

Paraprofessionals adopting an infant shall, at their request receive the same leave without pay as set forth in first paragraph above which shall commence upon the paraprofessional's receiving **de facto** custody of said infant or earlier if necessary, to fill the requirements for the adoption. Application for adoption leave shall be made as soon as possible.

Upon expiration of leave, an employee's reassignment to active duty shall be contingent upon the existence of a vacancy for which the employee is qualified. Exceptions to the foregoing may be made in the case of an employee whose parental leave begins during a given semester, as follows:

1. If parental leave begins prior to October 1 or March 1 of a given semester, the employee shall be returned to the previous position only at the beginning of the following semester.
2. If the parental leave begins on or after October 1 or March 1 of a given semester, the employee shall be returned to his previous position at the beginning of the following semester or of the next following semester.

The above two exceptions shall apply provided that the employee notifies the Assistant Superintendent of Personnel of his intention at least twenty (20) calendar days prior to the start of the semester of his planned return.

S. Other Leaves of Absence Without Pay

Employees shall be granted leaves of absence with-

out pay upon recommendation by the Superintendent and approval of the Board of School Commissioners according to the policies and procedures of the **Rules of the Board of School Commissioners.**

ARTICLE IX

Summer School Employment

In filling Summer School positions, the following criteria shall be considered by the appointing officer:

- A. A rating of satisfactory or better.
- B. Prior experience in the Baltimore City Public School System in the same classification as the one available.
- C. Length of service as a paraprofessional in the Baltimore City Public School System.
- D. Summer School salaries shall be the same as the regular school year.

ARTICLE X

Salary Credit for Prior Experience

- A. In determining the annual increment step of an entering employee, the Employer shall give credit for satisfactory previous school experience in the area of employment and approved satisfactory non-school experience related to the area of employment.
- B. Aides employed four (4) hours or more each day shall have their salary computed on an annual basis.
- C. Retirement benefits for employees covered by this Agreement shall be subject to the appropriate City or State legislation. It is the intention of the parties hereto that eligible employees be enrolled and contributions on their behalf commence effective September 1, 1976.

ARTICLE XI

No Strike Or Lockout

- A. The Union and its members, individually and collectively, agree that during the term of this agreement, there shall be no strikes, slowups, stoppages of work, and the City agrees that there shall be no lockout.
- B. In the event of an unauthorized strike, slowup, or stoppage, the City agrees that there will be no liability on the part of the Union provided the Union promptly and publicly disavows such unauthorized strike, orders the employees to return to work, and attempts to bring about a prompt resumption of normal operations, and provided further that the Union notifies the City, in writing, within forty-eight (48) hours after the commencement of such strike, what measures it has taken to comply with the provisions of this article.
- C. In the event that such action by the Union has not effected resumption of normal work practices, the City shall have the right to discipline, by way of discharge or otherwise, any member of the Union who participates in such strike, slowup, or stoppage, and no such disciplinary action shall be subject to the grievance procedure provided for in this agreement.

ARTICLE XII

Personnel Practices

I. Assignment of Paraprofessionals

Paraprofessionals assigned to work site locations within the Schools shall be assigned based upon an approved ratio or staffing model as determined by the Board. Upon request by the Union, information relative to employee assignments will be shared with the Union.

A. Personnel Folders

Official employee files shall be maintained in accordance with the following procedures:

- No material related to an employee's conduct, service, or personality shall be placed in the file unless it is signed by the person submitting the information. The employee shall be given the opportunity to acknowledge that he has read such material by affixing his signature on the actual copy to be filed, with the understanding that such signature merely signifies that he has read the material to be filed and does not necessarily indicate agreement with its content. An employee's refusal to sign will be noted by the administrator and a witness.
- The employee shall have the right to answer any material filed, and his answer shall be attached to the file copy.
- By appointment with the appropriate authorized person, the employee, after proper identification, shall be permitted to examine his file. The employee shall indicate in writing, to be placed in his file, that he has examined the same.
- Only those personnel who have an official right and reason for doing so may inspect an employee's file.
- Administrators shall continue to place in an employee's file information of a positive nature indicating competencies, achievements, performances, or contributions of an academic, professional, or civic nature. Any such materials received from competent responsible outside sources shall also be included in an employee's file.
- Replies to confidential inquiries will not be made available to the employees.

B. Transfers

1. Voluntary Transfers

A roster shall be developed and maintained throughout the year of those paraprofessionals who request transfers. This roster will be used to select paraprofessionals for transfer for the following school year. Paraprofessionals requesting transfers shall list their choices of new assignments in order of priority. Paraprofessionals shall be placed on the roster in order of their qualifications, and the filing dates of their transfer requests. If equally qualified candidates file on the same date, systemwide seniority shall be used to determine their placement on the roster. If a paraprofessional does not receive a requested transfer, he/she shall be notified of the reasons in writing and his/her name shall remain on the transfer roster. No later than the 15th of each month, the Board shall send the Union a copy of the updated transfer list.

2. Involuntary Transfer Policy

Involuntary Transfers shall be made in such a way as to prevent undue disruption of the instructional program. A paraprofessional may be transferred involuntarily in order to reduce racial or experience imbalance and administratively by the Principal or Regional Superintendents to adjust curriculum and instructional deficiencies. No paraprofessional will be transferred without just cause, or more than once during any school year.

C. Reduction in Force

In recognition of the responsibility of the Board of School Commissioners for the efficient operation of the Baltimore City Public Schools, it is understood and agreed that in all cases of reduction of the number of employees covered by this agreement the

following factors, as listed below, shall be the basis for said reductions:

- a. Seniority
- b. Qualifications, educational requirements for the classifications, training, and experience.

When seniority (a) is approximately equal, qualifications (b) shall be the deciding factor. The classification of paraprofessionals within each category are as follows:

Category I

Teacher Aides (formerly Lunch Aides)

Transportation Aides

Classroom Aides (Title I: D.E.C.)

Educational Assistants (General Duty)

Special Skills—Library Assistants (SCI., VOC-TECH.)

Parent Liaison Workers

Category II

Severely Profoundly Handicapped Educational Assistants

Category III

Home Visitors

The above categorical listing will not prohibit movement between categories for purposes of promotion.

1. Reduction-in-Force in Categories I, II, and III shall be on a systemwide basis. Any employee under Categories I, II, and III affected by a reduction may be placed in a job within the same category or any one of the three categories providing that he/she is qualified to perform the job. It is understood that the employee has no choice of jobs, but must displace the least senior employee on the job for which he/she is qualified.

Reduction-in-Force for Category II and Category III shall be on a classification basis. Employees

in Categories II and III shall be laid off only when there are reductions in those classifications. The affected employee and the Union shall be notified at least fifteen (15) days prior to any reduction-in-force. A violation of this procedure only may be subject of a grievance.

2. The Superintendent of Public Instruction and the Board of School Commissioners shall determine the areas in which recall is to take place, and the number of persons to be recalled. Non-probationary paraprofessionals will be recalled first in reverse order of layoff. Probationary paraprofessionals will then be recalled. No new paraprofessionals will be hired in areas where a layoff has occurred until the paraprofessionals laid off have been recalled, have declined, and/or failed to accept a recall. The right of recall shall expire one (1) year after the date of layoff.
 3. Seniority shall be defined as that period of time from date of entry as a paraprofessional in the Baltimore City Public Schools to the time of the proposed personnel action, minus periods of non-creditable service. Non-creditable service may have been the result of previous layoffs, disciplinary action or resignation. Each paraprofessional rehired within the fiscal year of layoff shall have restored, on the date rehired, the seniority which had been accumulated up to the date of layoff. Paraprofessionals rehired within one year of layoff shall be credited with any accumulated leave which had not been used or converted to cash at the time of layoff. Although action taken under this paragraph shall not be the subject of a grievance, disputes as to determination of seniority may be referred to the Labor Commissioner of the City of Baltimore for final and binding decision.
- D. Whenever new programs are created, paraprofessional vacancies will be advertised.

E. Use as Substitute Teachers

A paraprofessional will be asked to serve as a per diem substitute only by mutual agreement of the Principal and the employee. An employee will receive payment as a per diem substitute in accordance with the agreed upon schedule.

- F. Paraprofessional employees shall not assume the responsibilities for classroom management, instruction and the writing of lesson plans unless they are serving in a substitute teacher capacity as agreed to in this document. Paraprofessionals shall continue to maintain student logs and other similar records.**

G. Evaluations

All paraprofessionals shall be evaluated annually in accordance with the joint Union Board Committee recommendations which shall be implemented for the school year 1980-1981. During their first year of employment, however, paraprofessionals shall be evaluated semi-annually.

H. Lunch Period

Full-time employees shall receive not less than a thirty (30) minute lunch period, except in schools with modular scheduling.

ARTICLE XIII

Career Training Services

- A. To insure that employees in the bargaining unit are offered an opportunity to qualify for professional advancement through experience and appropriate career training, the Board and Union agree to establish a Steering Committee composed of Paraprofessional Staff and Professional Staff to work with the Director of the Office of Staff Development. The purpose of the Committee shall be to develop an in-service training component and a tuition reimbursement component which shall be directed toward in-**

creasing the training of Paraprofessionals, improving the instruction of students, improving efficiency of operations and assisting Paraprofessionals in obtaining a Bachelor's degree in teaching. The Committee shall be responsible for the planning, implementation and evaluation of the total program. The program shall be implemented immediately upon approval of the Superintendent. To achieve this purpose the sum of \$10,000 shall be provided for the implementation of the in-service program.

- B. The Board and the Union shall make every effort to secure state and/or Federal funds so that the implementation of Career Training in-service program will be implemented during the lifetime of this Agreement.

ARTICLE XIV

Health and Welfare

- A. The current level of health care benefits shall continue. The employer and the employee percentage contributions as of June 30, 1980, shall be maintained during the term of this memorandum. Furthermore, any increases in costs during the term of this memorandum shall be shared proportionately according to these percentages.
- B. A joint committee of ten (10) members, five (5) named by the Board and five (5) named by the Union shall be established to monitor the health insurance program. The Committee will meet bi-monthly to discuss the effectiveness and status of the program.
- C.
 - 1. Basic Plan
 - a. Blue Cross — 365 days hospitalization
 - b. Blue Cross Diagnostic Endorsement #4
 - c. Blue Shield Plan B.
 - 2. Blue Shield Plan C
 - 3. Diagnostic #4

4. Major Medical
5. Pre and Post Natal Care
6. Sudden and Serious Onset Coverage
7. Optical Plan
8. Prescription Plan \$2.00 deductible
9. Second Surgical Opinion
10. Alcoholism Outpatient Treatment with 50/50 co-pay
11. Extended Care Facility and Chronic Care Coverage
12. Health Maintenance Organizations Alternative to Blue Cross/Blue Shield Program
13. Remove \$100 limitation for Blue Cross/Blue Shield X-Ray
14. \$15,000 Life Insurance Coverage

ARTICLE XV

Discipline and Discharge

A. Discipline

Disciplinary action may be imposed upon an employee only for good cause. If the employer has reason to reprimand an employee, it shall be done in a manner that will not embarrass the employee before other employees or the public.

B. Discharge, Reduction in Pay or Position, or Suspension for More than Thirty (30) Days

The Employer shall not discharge any employee who has completed his probationary period nor shall the Employer reduce in pay or position or suspend any employee without cause which in the opinion of the person authorized to remove or dismiss such employee may interfere with the efficient discharge of the employee's duties. The employee will be promptly notified in writing giving reasons for any dis-

charge, reduction in pay or position, or suspension for more than thirty (30) days. The probationary period shall be for a period of one (1) year.

- C. In the event of a discharge, reduction in pay or position, or suspension for more than thirty (30) days, the management representative responsible for initiating such action, if requested, meet with the affected employee and his Union representatives within five (5) calendar days from the date of discharge, reduction, or suspension. The affected employee will have the right to appeal to the appropriate Regional Superintendent, Executive Director, Assistant Superintendent, or their designee within five (5) calendar days from the date of said meeting. The decision of the appropriate Regional Superintendent, Executive Director, Assistant Superintendent, or their designee, may be appealed to the Superintendent of Public Instruction, or his designee within five (5) calendar days. The decision of the Superintendent of Public Instruction may be appealed within five (5) days to the Board of School Commissioners. The decision of the Board of School Commissioners shall be final and binding.

ARTICLE XVI

Savings Clause

If any provision of this Agreement is, or shall at any time be contrary to law, then such provision shall not be applicable or performed or enforced, except to the extent permitted by law, and any substitute action shall be subject to appropriate consultation and negotiations with the Union.

ARTICLE XVII

Negotiations

- A. The party submitting proposals shall separate all new proposals from present contract items for purposes of presentation; or, he shall underscore all

new language which is submitted within the context of previously adopted language.

- B. Negotiations shall be conducted in closed sessions unless both parties agree to the contrary.

ARTICLE XVIII

General Provisions

- A. Seniority

Seniority shall be defined as the amount of continuous service from the date of hire as a paraprofessional in the Baltimore City Public Schools.

- B. Chapter Committee

The Paraprofessionals of each school may establish a Chapter Committee, composed of not more than 5 paraprofessionals, for the purpose of meeting with the Principal and/or the administration to discuss areas of concern. The Committee, at its option, may combine its meetings with those between the Principal and the Teachers' Union Chapter Committee in the school.

ARTICLE XIX

Compensation

- A. 1. Effective September 1, 1982, employees on Step 6 of the grades on the P62 Salary Scale shall receive a salary increase at the rate of four per cent or \$308, whichever is greater, and employees on Steps 5 through 1 shall receive a salary increase at the rate of two per cent or \$154, whichever is greater.
- 2. Effective September 1, 1983, employees on Step 6 of the grades on the P62 Salary Scale shall receive a salary increase at the rate of five per cent or \$385, whichever is greater, and employees on Steps 5 through 1 shall receive a salary increase at the rate of two per cent or \$154, whichever is greater.

- B. 1. Effective September 1, 1982, employees on Step 12 of the grades on the 362 Salary Scale shall receive a salary increase at the rate of four per cent or \$308, whichever is greater, and employees on Steps 11 through 1 shall receive a salary increase at the rate of two per cent or \$154, whichever is greater. These increases will occur as part of a reformulation of components of the 362 Salary Scale, and the introduction of new grade 804 to that scale, as reflected in the Appendix of this Agreement.
 2. Effective September 1, 1983, employees on Step 12 of the grades on the 362 Salary Scale shall receive a salary increase at the rate of five per cent or \$385, whichever is greater, and employees on Steps 11 through 1 shall receive a salary increase at the rate of two per cent or \$154, whichever is greater.
 3. In all salary provisions in this Article, the salaries for employees who work less than six (6) hours per day will be prorated according to the number of hours worked. In these calculations, seven (7) hours will be considered as the full-time work day.
- C. All employees who are below the maximum step of their grade on the P62 and 362 Salary Scales and are eligible for movement on the steps of the salary scales shall be advanced in the salary scale one step, effective September 1, 1982, and one additional step, effective September 1, 1983; except those employees who are on Step 8 of grades 801 and 802 as of August 31, 1982, who shall be advanced on the salary scale two steps, effective September 1, 1982, and one additional step effective September 1, 1983.

Longevity

- D. All employees covered by this Memorandum of Understanding shall receive the following longevity in-

crements as a percentage of the maximum step of their grade:

15 years of continuous City service — 2½ %

20 years of continuous City service — 2 %

25 years of continuous City service — 2 %

Effective January 1, 1984:

10 years of continuous City service — 2 %

E. The following classes of paraprofessionals shall be paid according to the 362 salary scale:

Educational Assistants

School Libraries, Publications, Research School Facilities, Science Laboratory, Educational Supplies and Equipment, Shop, Special Services.

Others

Home Visitor, Parent Liaison Worker, Exceptional Children Aide (Severely and Profoundly Handicapped).

Mileage Reimbursement

F. Staff members whose jobs require the use of private automobiles shall receive a travel allowance as follows:

Effective July 1, 1982 — 24 cents/mile

Effective July 1, 1983 — 26 cents/mile

College Credits

G. Employees on the P62 payroll will be eligible to receive additional compensation for the completion of college credits according to the following percentages:

15 credits — 2½ %

30 credits — 5 %

90 credits — 10 %

H. Effective September 1, 1980 three hour aides shall

be reclassified to four hour aides and six hour aides shall be reclassified to seven hour aides.

Job Security

The parties agree that all employees who were regularly employed in a full-time position during the 1981-1982 school year and have not, prior to the date of ratification of this Agreement, received a notice of termination as a result of a reduction-in-force, shall remain in that position for the term of this Agreement, thereby guaranteeing such employees full and complete job security during the term of this Agreement. However, anything to the contrary notwithstanding, in the case of each individual job classification, employees may be laid off based upon projected decline in pupil enrollment, program curtailment, or loss of budgeted funds or other government agency whether federal, State, or Local. In the event such action becomes necessary, the Board shall notify the Union and the affected employee thirty (30) days in advance of the date of lay-off.

ARTICLE XX

Termination, Change, or Amendment

This Agreement shall become effective on July 1, 1982, and remain in full force and effect until June 30, 1984, unless otherwise stated herein. It shall automatically be renewed from year to year thereafter, unless either party shall give to the other party written notice of a desire to terminate, modify or amend this Agreement. Such notice shall be given to the other party in writing by registered mail no later than January 1 of the year involved.

IN WITNESS WHEREOF, the Parties hereby have caused these present to be signed and sealed the 9th day of September 1982.

CITY OF BALTIMORE

- (s) Mr. Jeffrey A. Austin
- (s) Mr. David C. Daneker

- (s) Dr. Beryl W. Williams
- (s) Mr. Howard E. Marshall
- (s) Mr. Milton A. Dugger, Jr.
- (s) Mrs. Ann H. Jackson
- (s) Dr. Monroe R. Saunders, Sr.
- (s) Mrs. Ruth F. Silverstone
- (s) Mr. Joseph Lee Smith
- (s) Mr. Robert L. Walker
- (s) Dr. John L. Crew, Sr.
- (s) Dr. Lewis H. Richardson, Jr.
- (s) Mr. Daniel M. Rochowiak
- (s) Mr. Leonard Wheeler
- (s) Mr. Arthur S. Cohen
- (s) Mr. Douglas Brown
- (s) Mr. Edward V. Tildon
- (s) Ms. Cheryl L. Curtis
- (s) Mr. Gerald G. Abrams
- (s) Mr. Ronald Karasic
- (s) Mr. Alan W. Harris
- (s) Mr. John B. Carter
- (s) Mrs. Evelyn T. Beasley
- (s) Mrs. Sheila Z. Kolman
- (s) Mrs. Sandra L. Wighton
- (s) Mr. Judson B. Wood

**BALTIMORE TEACHERS UNION,
AMERICAN FEDERATION OF TEACHERS,
LOCAL #340, AFL-CIO
PARAPROFESSIONALS NEGOTIATING TEAM:**

- (s) Mrs. Lorretta Johnson
- (s) Mrs. Irene B. Dandridge
- (s) Mrs. Sarah L. Jones
- (s) Mr. Reuben Ash
- (s) Mr. Albert Harris

- (s) Mrs. Juanita Carrington
- (s) Mrs. Earline Smiley
- (s) Mrs. Shirley Kane
- (s) Mrs. Elaine Tilghman
- (s) Mr. Sol Smith
- (s) Mrs. Carolyn Caulk
- (s) Mrs. Betty Pressley

P62 SALARY SCHEDULE FOR CLASSROOM AIDES, CHILDREN'S AIDES, BUS AIDES

Effective September 1, 1982

| Grade | Step 1 | Step 2 | Step 3 | Step 4 | Step 5 | Step 6 |
|--------------|---------------|---------------|---------------|---------------|---------------|---------------|
| 817 | 5945 | 6115 | 6286 | 6423 | 6807 | 7453 |
| 816 | 5142 | 5288 | 5436 | 5553 | 5885 | 6436 |
| 815 | 4246 | 4368 | 4489 | 4587 | 4863 | 5324 |
| 814 | 3397 | 3494 | 3592 | 3670 | 3891 | 4258 |
| 813 | 2549 | 2622 | 2695 | 2754 | 2918 | 3195 |
| 812 | 1699 | 1747 | 1796 | 1836 | 1944 | 2129 |
| 811 | 849 | 874 | 898 | 917 | 972 | 1065 |

P62 SALARY SCHEDULE FOR CLASSROOM AIDES, CHILDREN'S AIDES, BUS AIDES

Effective September 1, 1983

| Grade | Step 1 | Step 2 | Step 3 | Step 4 | Step 5 | Step 6 |
|--------------|---------------|---------------|---------------|---------------|---------------|---------------|
| 817 | 6099 | 6269 | 6440 | 6577 | 6961 | 7838 |
| 816 | 5274 | 5420 | 5568 | 5685 | 6017 | 6766 |
| 815 | 4356 | 4478 | 4599 | 4697 | 4973 | 5599 |
| 814 | 3485 | 3582 | 3680 | 3758 | 3979 | 4478 |
| 813 | 2615 | 2688 | 2761 | 2820 | 2984 | 3360 |
| 812 | 1743 | 1791 | 1840 | 1880 | 1988 | 2239 |
| 811 | 871 | 896 | 920 | 939 | 994 | 1120 |

(362) EDUCATIONAL ASSISTANTS

Effective September 1, 1982

| Step | Grade 804 3 yrs. College | Grade 803 2 yrs. College | Grade 802 1 yr. College | Grade 801 H.S. Diploma |
|-------------|-------------------------------------|-------------------------------------|------------------------------------|-----------------------------------|
| 1 | 7740 | 7379 | 6961 | 6561 |
| 2 | 8028 | 7650 | 7236 | 6822 |
| 3 | 8342 | 7945 | 7528 | 7111 |
| 4 | 8655 | 8243 | 7819 | 7402 |
| 5 | 8973 | 8546 | 8121 | 7700 |
| 6 | 9173 | 8736 | 8313 | 7888 |
| 7 | 9598 | 9141 | 8716 | 8159 |
| 8 | 9921 | 9448 | 9022 | 8434 |
| 9 | 10231 | 9743 | 9279 | 8754 |
| 10 | 10550 | 10047 | 9569 | 9027 |
| 11 | 10867 | 10350 | 9857 | 9299 |
| 12 | 11402 | 10859 | 10342 | 9756 |

(362) EDUCATIONAL ASSISTANTS

Effective September 1, 1983

| Step | Grade 804 3 yrs. College | Grade 803 2 yrs. College | Grade 802 1 yr. College | Grade 801 H.S. Diploma |
|------|-----------------------------|-----------------------------|----------------------------|---------------------------|
| 1 | 7895 | 7533 | 7115 | 6715 |
| 2 | 8189 | 7804 | 7390 | 6976 |
| 3 | 8509 | 8104 | 7682 | 7265 |
| 4 | 8828 | 8408 | 7975 | 7556 |
| 5 | 9152 | 8717 | 8283 | 7854 |
| 6 | 9356 | 8911 | 8479 | 8046 |
| 7 | 9790 | 9324 | 8890 | 8322 |
| 8 | 10119 | 9637 | 9202 | 8603 |
| 9 | 10436 | 9938 | 9465 | 8929 |
| 10 | 10761 | 10248 | 9760 | 9208 |
| 11 | 11084 | 10557 | 10054 | 9485 |
| 12 | 11972 | 11402 | 10859 | 10244 |

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This report is authorized by law 29 U.S.C. 2.
Your voluntary cooperation is needed to make
the results of this survey comprehensive,
accurate, and timely.

Form Approved
O.M.B. No. 1220-0001

MARCH 31, 1983



Director of Labor Relations
BALTIMORE CITY PUBLIC SCHOOLS
Suite 309
3 EAST 25TH STREET
BALTIMORE, MD. 21218

PREVIOUS AGREEMENT EXPIRED
JUNE 29, 1982

Respondent:

We have in our file of collective bargaining agreements a copy of your agreement(s):

MAY 31 1983
Info only
Reg. agent

Baltimore Md School Comm Paraprofessional LU 340 WITH TEACHERS MARYLAND

Would you please send us a copy of your current agreement—with any supplements (e.g., employee-benefit plans) and wage schedules—negotiated to replace or to supplement the expired agreement. If your old agreement has been continued without change or if it is to remain in force until negotiations are concluded, a notation to this effect on this letter will be appreciated.

I should like to remind you that our agreement file is open for your use, except for material submitted with a restriction on public inspection. You may return this form and your agreement in the enclosed envelope which requires no postage.

Sincerely yours,

Janet L. Norwood

JANET L. NORWOOD
Commissioner

PLEASE RETURN THIS LETTER WITH
YOUR RESPONSE OR AGREEMENT(S).

If more than one agreement, use back of form for each document. (Please Print)

- 1. Approximate number of employees involved 1600
- 2. Number and location of establishments covered by agreement Approx 200 city wide schools
- 3. Product, service, or type of business EDUCATION - SERVICE
- 4. If your agreement has been extended, indicate new expiration date 1984

Mrs. DANERIDGE 243-0353
ALAN W. HARRIS 301-3966880

Your Name and Position _____ Area Code/Telephone Number _____
3 E. 25th Street Suite 309 BALTO. MD. 21218
Address _____ City/State/ZIP Code _____