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# PREAMBLE

## Vision Statement

Service Employees International Union (SEIU) Local 500 and the Board of Education of the Montgomery County Public Schools (MCPS) are collaborative partners who believe in performance excellence for staff and students, and in valuing and respecting the role of supporting services employees as contributors to a learning community. We work together to provide a high-quality education to every student through continuous improvement, effective communication, mutual respect, and meaningful involvement of supporting services staff in the decision-making processes at appropriate levels. The parties are committed to a professional relationship through mutual respect, a comprehensive staff development program that encourages mutual commitment, and the recognition of staff excellence. SEIU Local 500 recognizes and supports the commitment of the school system to provide the very best in educational opportunities to all students. MCPS recognizes and respects the Union's commitment to advocating for the interests of its members as valued direct and indirect contributors to student achievement.

We jointly commit to working in collaboration to seek support from the County Council and General Assembly to achieve the critical mission of the school system, including adequate supporting services staffing levels and competitive pay and benefit levels. This includes informing the Council and Legislature of the full impact on the school system and our community stakeholders when funding levels do not align with our system priorities.

Our commitment, shared responsibility, and collaborative partnership are integrated into our organizational culture. This includes working together to resolve issues of mutual interest, as well as differences as they arise, in a collaborative manner. This culture promotes the success of each student and each supporting services employee.

# DEFINITIONS

The following list of terms will be used frequently in the Agreement and when they are used will refer to the definition described below unless otherwise stipulated.

1. **Board**—The Board of Education of Montgomery County
2. **SEIU Local 500, or Union**—The Service Employees International Union Local 500, the recognized exclusive bargaining representative for all employees in the bargaining unit.
3. **Bargaining unit**—All permanent and conditional supporting services employees who have attained permanent status employed by the Board, except those excluded by the Board of Education as supervisors and confidential employees
4. **Unit member**—An employee of the Board of Education who is a member of the bargaining unit
5. **Superintendent**—The superintendent of the Montgomery County Public Schools or his designee
6. **MCPS**—The Montgomery County Public Schools
7. The male or female gender shall be read to include the other
8. **School year**—The same as the fiscal year (period beginning July 1 of a calendar year and ending June 30 of the following calendar year) of the Board of Education of Montgomery County

## Article 1

# RECOGNITION

- A. The Board of Education of Montgomery County recognizes the SEIU Local 500 as the exclusive bargaining representative for all employees in the bargaining unit on all matters relating to wages, hours, and other working conditions.
- B. The bargaining unit is composed of all permanent and conditional supporting services employees who have attained permanent status except supervisory and confidential employees.
- C. The Board of Education, in negotiation with SEIU Local 500 will determine which employees are to be excluded from the bargaining unit as supervisors and confidential employees.

## Article 2

# EMPLOYEE BARGAINING UNIT DEFINED

- A. All positions within the bargaining unit shall be either permanent or conditional.
- B. 1. **Permanent Position**—A permanent position is one which has been established by the Board with the anticipation that it will be necessary to maintain the existence of such position indefinitely on a continuous year-round or school-year basis.
2. **Conditional Position**—A conditional position is one established by the Board for the period of time that monies are available in whole or in part from the United States Government, a private organization, a foundation, a revenue-producing source, or an individual for use in special research or other long-term projects. This position shall be automatically abolished when no longer needed or when funds are no longer made available.
3. **Full-time and Part-time Position**—Permanent and conditional positions may be either full time or part time. A full-time position is one requiring no less than 20 work hours per week. A part-time position is one requiring less than 20 work hours per week.
- C. 1. **Temporary Position**—A temporary position is one not continuous in nature and established for a period normally not to exceed six months.
2. A temporary position which has been extended or reestablished more than one time for periods totaling 12 months within a consecutive 30-month period will be included in the superintendent's yearly budget as a permanent position.
3. The incumbent of a temporary position being converted shall be assigned to the permanent position upon conversion of the position. The time spent in the temporary position shall be counted in determining seniority.
4. After the incumbent of the temporary position attains permanent status in the permanent position, the incumbent shall be entitled to the same benefits and protection as all other unit members who attain permanent status.
- D. 1. All permanent employees hired will be placed in a six-month probationary status, during which time they will have no rights as unit members to contractual protection against termination without proper cause and whose rights, except as those provided by the Agreement, are to be determined in accordance with the Board of Education policies and regulations.

2. For all other purposes, however, such probationary employees, benefiting as they do from the terms of the Agreement, shall be considered as unit members after their 30th day of employment.
3. Lunch hour and playground aide positions shall be included in the bargaining unit when assigned 20 hours or more per week. Hours assigned permanently in another job classification in the bargaining unit will be counted in making this determination.

## Article 3

# SCHOOL BOARD AUTHORITY

Subject to the provisions of this Agreement, the Board of Education and the superintendent of schools reserve and retain full rights, authority, and discretion in the proper discharge of their duties and responsibility to control, supervise, and manage the Montgomery County Public Schools under applicable law, rules, and procedures.

## Article 4

# COLLABORATION

### A. **General**

1. MCPS is committed to creating organizational structures and processes that strengthen the collaborative relationship between MCPS and SEIU Local 500, the organization representing all supporting services employees.
2. We define collaboration as a process in which partners work together in a meaningful way and within a time frame that provides a real opportunity to shape results. The purpose of the process is to work together respectfully to resolve problems, address common issues, and identify opportunities for improvement. To be successful, the collaborative process must be taken seriously and be valued by both parties. The process must be given the time, personal and institutional involvement and commitment, hard work, and dedication that are required to be successful. The partners will identify and define issues of common concern, propose and evaluate solutions, and agree on recommendations. The following requirements must be met in order to achieve effective collaboration:
  - Systemwide commitment and accountability at all levels of the organization
  - Open and effective communication

- Trust in each other and the process
- An authentic process of genuine, authoritative representation
- Open, honest contributions without fear of retribution
- Respect for various points of view
- Training of participants in processes that support collaboration

### 3. **Participation in Work-site Collaborative Committees**

MCPS and SEIU Local 500 encourage the inclusion of supporting services employees in work-site collaborative committees (e.g., the school leadership team). When possible and appropriate, such participation should occur during the normal workday of the unit member or through adjustment of the schedule of the unit member on days when such meetings are held. In situations where the meetings occur outside the normal work hours of the unit member and the schedule cannot be adjusted, MCPS will make a limited amount of overtime available to the school or work-site. Such overtime authorization must be requested in advance and approved by the Office of School Performance.

## B. **Joint Labor/Management Collaboration Committee**

1. The Joint Labor/Management Collaboration Committee (JLMCC) will be used as a forum for the discussion of issues that are not current matters of negotiation or grievance but are matters of mutual interest or concern between the parties. The JLMCC will provide for regular, ongoing discussions and decision making on matters germane to union-management relations and, when appropriate, to the continuous improvement of school system operations. Each party shall identify at least four representatives, and no more than six representatives, as permanent members of the committee. Appointees to the committee should be individuals with sufficient knowledge and authority to effectively represent their respective organizations (MCPS and SEIU Local 500). The JLMCC will meet bimonthly; however, the committee may choose to amend the frequency of meetings to effectively and efficiently address the committee's workload.
2. The overall charge to the JLMCC shall include but not be limited to—
  - a) serving as the coordinating body for SEIU/MCPS labor management committees and as a resource to facilitate the use of collaboration throughout MCPS;
  - b) administering and interpreting the negotiated Agreement;
  - c) discussing issues that impact supporting services employees systemwide and any matters of mutual interest or concern, and reaching tentative agreements on issues in a timely manner;

- d) developing and establishing guidelines for collaboration between MCPS and SEIU Local 500, including identifying ways to promote authentic and extensive participation in collaborative processes and for determining ways to make these processes effective, efficient, and user friendly;
  - e) gathering information and data to address issues that are brought to the JLMCC or to other labor/management committees;
  - f) encouraging individuals, offices, and committees to collaborate;
  - g) creating an organizational expectation for collaboration;
  - h) recommending supports and resources to sustain collaboration; and
  - i) reviewing and assessing the effectiveness of collaboration between MCPS and SEIU Local 500.
3. JLMCC will have the following authorities:
- a) To provide oversight and support for chapter-level labor/management committees (LMCs) in the following areas:
    - Transportation employees
    - Food service employees
    - Building service employees
    - Paraeducators
    - Maintenance employees
    - Security employees
    - Media and technology employees
    - Office employees
  - b) The LMCs shall address issues, concerns, or topics within specified areas of responsibility. Members of these labor/management committees who represent SEIU Local 500 will be authorized to take leave to attend these meetings, utilizing leave approved under Article 20 of this Agreement. When necessary and available, substitutes will be provided.
  - c) These LMCs will operate under the aegis of JLMCC and will report periodically to JLMCC. JLMCC shall be authorized to consolidate, reconfigure the membership of, modify the charge and tasks of, and discontinue LMCs or initiate new LMCs or subcommittees.
  - d) To clarify language and meaning and correct contradictions or inconsistencies in the negotiated Agreement. Recommendations for such changes or corrections to the Agreement shall be subject to internal ratification and approval procedures of MCPS and SEIU Local 500.

- e) JLMCC will develop ground rules that will guide the activities of the committee.
4. At the outset of its work, the committee will consider the following collaborative venues determined by the parties to be of high priority.
- a) Create processes to recognize employees for the contributions and commitment they make to the students of the Montgomery County Public Schools. Consider establishing a process action team that will be charged with developing a systemwide employee recognition program that is consistent throughout the school system, which will include encouraging employees to recognize other employees.
  - b) Establish an ongoing collaborative process to assure continuing improvement in recruitment, retention, training, and professional growth of employees consistent with the needs of MCPS. The parties will establish a steering committee that will be responsible for overseeing and monitoring the development of a professional growth system for all MCPS supporting services employees. The goals of this professional growth system should include the following:
    - (1) Productive, satisfied employees with high morale
    - (2) Assuring the right person in the right job by providing training to meet specific job needs and preparing and recruiting qualified and skilled candidates for all positions
    - (3) Identifying strengths as well as growth needs and opportunities for employees
    - (4) Consistent and clear expectations and standards for employees and support for meeting these expectations and standards
    - (5) An atmosphere that encourages continuous improvement and learning
    - (6) Developing employees who are able to respond to changing needs, take on greater responsibilities, and attain higher-level skills
  - c) Provide leadership to implement the continuous improvement process. The objectives of the continuous improvement process shall include assuring that work expectations are reasonable and that quality services are delivered. The continuous improvement process shall provide opportunities for employees to propose ways to improve work processes.
  - d) Establish a collaborative process to address two initiatives related to the position classification system. The first is to develop a document for all unit members that describes the classification system and the process that is used to reclassify positions. The second is to create a work group that will recommend a cycle for the consideration of the classification of all positions. Although MCPS has the discretionary responsibility

for the classification system for all MCPS positions, SEIU Local 500 plays an important role in monitoring the application of the position classification system and in advocating for its unit members. SEIU Local 500 will have opportunities to provide input to MCPS through the submission of recommendations for reclassification through JLMCC and consultation and collaboration with managers regarding the collection of information pertinent to studying positions for reclassification.

- e) The parties will prepare a brochure for SEIU Local 500 unit members that describes the process for filling vacancies, including the transfer, promotion, and assignment procedures. This information will include information from Article 19 of the Agreement that have been agreed to by the parties. It is the intention that this brochure will link to other resources related to the Supporting Services Professional Growth System, professional development activities, career advancement opportunities, position descriptions, MCPS organizational information, and any other information that will help employees understand the processes and opportunities to change positions.

## Article 5

# NEGOTIATION PROCEDURES

- A. During the month of October of each fiscal year in which the Union is recognized and in which an Agreement will expire the following June 30, the parties will meet to establish negotiation procedures.
- B. By November 1 of the calendar year prior to the expiration date of an agreement, SEIU Local 500 will present its positions and demands for a new agreement. No later than November 15 of that year, and at the direction of the superintendent of schools, representatives of the Board of Education will meet with SEIU Local 500 at a mutually agreeable time and place to consider and reply to the demands.
- C. A chief spokesperson will be appointed by each party; discussion by other members of each team will be cleared first through the chief spokesperson.
- D. The parties, numbering no more than 13 from each team, excluding observers and consultants, will meet at mutually agreed-upon times.
- E. The parties agree to consult in advance about the general and specific content of all press and public communications dealing with the directions and accomplishments of the teams that might be released from time to time by the parties, either jointly or independently. Every effort will be made to provide full information to the public with the exception that, in order to maintain the integrity of the negotiations process, the specific content of any

given proposal or counterproposal will not be divulged.

- F. Generally, meetings shall be held at a central office facility. If meetings are held at a neutral facility that requires payment for the use of that facility, the parties shall equally share the cost. Neutral facilities must be acceptable to both parties.
- G. An impasse shall exist if the parties have not reached agreement by December 31.
- H. Should either party suggest an impasse, the procedures as provided for in Section 6-510 of the Annotated Code, Education, relating to impasse will be followed. In the event that the parties are unable to agree upon a third party, as required, the parties agree to submit their impasse to the American Arbitration Association for assistance in the selection of a third party.
- I. The cost for the services of the third party shall be borne equally by the Board of Education and the Union.
- J. By mutual agreement, the parties may agree to pursue alternative negotiation procedures from those described in this Article.
- K. This Agreement incorporates the entire understanding of the parties on all matters which were or could have been the subject of negotiation. During the term of this Agreement, neither party will be required to negotiate with respect to any matters whether or not covered by this Agreement and whether or not within the knowledge or contemplation of either or both of the parties at the time they negotiated or executed this Agreement.
- L. All items agreed upon in negotiations must be reduced to writing and certified by the chief negotiators of both teams. Each party must complete the negotiated proposals through ratification by its organizational authority. Any negotiated provision requiring action of the county fiscal authority shall not become effective until the required action is taken. Any and all of the negotiated Agreement is subject to the existing laws of the state of Maryland.
- M. The Board of Education of Montgomery County shall render the final determination as to all matters which have been the subject of negotiation.
- N. If the Montgomery County Council, in the exercise of its fiscal authority under the law, reduces the budget recommendations of the Board of Education, and such action makes it necessary for the Board to reduce one or more items that are dependent upon budget funding, such items shall be subject to renegotiation prior to making a final determination, in accordance with the following timetable. In the event that renegotiation is mandated, the parties agree to meet as soon as possible after the Council action, but no later than June 5, and they agree to complete such renegotiation within 10 days. If the parties are unable to reach agreement within 10 days, the impasse procedure provided by law shall be employed with mutually agreeable reductions in the

time limits of said procedures.

## Article 6

# GRIEVANCE PROCEDURE

### A. **Definitions**

1. “Grievance” means a claim by one party that the other party has violated this Agreement.
2. “Grievant” means the person or persons or the Union, with regard to grievances involving Union rights and responsibilities, making the claim.

### B. **Purpose**

1. The purpose of this procedure is to secure, at the lowest possible administrative level, equitable solutions to the problems that may occur in the administration of this Agreement. Both parties agree that these proceedings will be kept informal and confidential at all levels of the procedure.
  2. Nothing herein contained shall be construed as limiting the right of any unit member having a grievance to discuss the matter with any appropriate members of the administration. Such grievance may be adjusted without intervention of the Union, providing that the adjustment is not inconsistent with the terms of this Agreement or other agreements reached between the parties to this Agreement. A copy of any such grievance and response shall be sent to the Union.
  3. No grievance shall be initiated more than 15 duty days after the cause has occurred or should have been discovered unless an extension for filing has been agreed to, in writing, between the parties. A written Union request for a single extension of up to 14 calendar days in order to investigate a potential grievance is automatically granted if submitted prior to the initial deadline.
  4. A grievance shall be automatically waived and shall not be subject to further discussion or appeal if the grievant does not process it within any of the stated time limits. Such time limits may be extended only by mutual agreement between the parties.
- C. A covered unit member will first discuss his/her grievance with his/her immediate supervisor. Both parties will make efforts to solve the grievance at this informal level. The Union, on behalf of its institutional interests, may pursue informal resolution of the grievance at this level, as well.

### D. **Step One**

If the grievance cannot be solved at the informal level, the unit member or the Union, on behalf of and at the request of the unit member, then submits the grievance to the appropriate administrator in writing within 15 duty days after the grievance arises. If the appropriate administrator does not satisfy it within 10 duty days from receipt of the written grievance, the grievance may be processed to Step Two. Should the administrator fail to respond to the grievant and the Union in a timely manner, the Union may appeal the grievance to Step Two of the grievance procedure.

### **Step Two**

If the grievant is not satisfied with the disposition in Step One, he/she may request that the union appeal the grievance to Step Two. The Union shall meet and counsel the grievant on the merits of the grievance. If the Union deems the grievance to be meritorious, it may refer the grievance to the director of association relations within 10 duty days of receipt of the Step One response, or within 10 duty days of the deadline for the Step One response, if none was received. If the grievance is referred within the time limits, the director of association relations shall have 15 duty days to conduct an investigation of the matter and respond to the Union, with a copy to the grievant. The response of the director of association relations shall include the disposition of the grievance as well as copies of relevant and appropriate documents relied upon in determining the disposition of the grievance.

### **Step Three**

1. If the grievant and the Union are not satisfied with the disposition in Step Two, the Union may forward the grievance to the Department of Association Relations within 10 duty days of receiving the Step Two response, or within 10 duty days of the deadline for the Step Two response, if none was received, for processing. If the grievance is referred within the time limits, a meeting shall be scheduled to discuss the grievance. The superintendent or his/her designee shall preside over the meeting on behalf of the employer. The superintendent/designee shall have 10 duty days from the date of the meeting to respond to the Union and the grievant.
2. A grievance may be filed for a group of unit members at Step Three if the president or designee of SEIU Local 500 and the director of association relations agree that the authority to resolve the grievance does not exist at Step One or Step Two.

### **Step Four–Arbitration**

1. If the grievant and the Union are not satisfied with the disposition of the grievance made by the superintendent, the grievance may be submitted to arbitration.

2. Arbitration may be initiated by the Union by serving notice upon the Board requesting arbitration within 15 duty days after receiving the Step Three response and setting forth the precise question it proposes to arbitrate, the section of the Agreement violated, and a description of the action taken that initiated the grievance. The director of association relations, on behalf of the Board, will acknowledge his/her agreement with the submission to arbitration statement by affixing his/her signature to the submission form within five duty days and returning the form to the Union. If the director of association relations does not agree with the submission to arbitration statement, he/she will so indicate this disagreement within five duty days, sign the form, and return it to the Union. If disagreement exists on the submission statement, the arbitrator must first frame the issue before proceeding with the merits of the case.
3. The superintendent or designee and the president of SEIU Local 500 or designee will attempt to agree upon a mutually acceptable arbitrator and obtain a commitment from said arbitrator to serve. If the parties are unable to agree upon an arbitrator or obtain such commitment within the specified period, a request for arbitration may be sent to the American Arbitration Association and a list of arbitrators requested. A copy of the demand shall be sent to the other party. The parties will then be bound by the rules and procedures of the American Arbitration Association as they apply to the selection of an arbitrator.
4. The arbitrator shall have no power to add to, subtract from, or modify any terms of this Agreement. The arbitrator shall not accept issues not presented during the grievance procedure. The arbitrator shall be without power or authority to make any recommendations beyond the terms of this Agreement. The decision of the arbitrator shall be final and binding on the parties and should be issued within 30 days of the close of any hearing, or in the event briefs are filed, 30 days after such filing.
5. The expense of the arbitrator shall be borne equally by the parties.

#### **E. Miscellaneous**

1. All documents, communications, and records dealing with the processing of a grievance will be filed in a separate grievance file and will not be kept in the official personnel file of any of the participants.
2. All decisions rendered at all levels of the grievance procedure will be in writing, setting forth the decision and the reasons therefore, and will be transmitted promptly to both parties. The Union shall be sent a copy of all grievances and responses.
3. Forms for filing grievances, serving notices, taking appeals, making reports and recommendations, and other necessary documents will be prepared by the superintendent or designee after consultation with the Union, and

will be given appropriate distribution so as to facilitate operation of the grievance procedure.

4. Both parties shall be permitted to present evidence and witnesses and to cross examine all witnesses whenever a hearing is held.
5. The administrative complaint procedure currently in use to process and resolve unit member complaints pertaining to matters not covered by this Agreement or subject to collective bargaining shall be continued. Matters subject to the grievance procedure and subject to collective bargaining consistent with Article 5, Section K, shall not be heard or processed under the administrative complaint procedure. An aggrieved employee affected by a matter involving an alleged violation of statutory rights that also falls under the coverage of the negotiated grievance procedure may raise the matter under a statutory procedure or the negotiated grievance procedure, but not both. An employee shall be deemed to have exercised his/her option under this provision at such time as the employee timely initiates an action under the applicable statutory procedure or timely files a grievance in writing, in accordance with the provisions of this Article, whichever event occurs first.
6. It is agreed that the Union may submit any class action grievance involving a general alleged violation of the Agreement. It also may submit a grievance alleging actions taken by the employer, not otherwise protested, violate basic principles or understandings expressed in the Agreement.
7. Grievance meetings and hearings shall be scheduled to minimize, where possible, the disruption of school system business. Grievance meetings and hearings scheduled during the grievant's regular working hours shall be considered time worked. Grievants and school employee witnesses whose testimony is relevant and material to the grievance, called by either party, shall likewise lose no pay because of their participation.
8. The employer shall furnish documentation and information that is reasonably available, appropriate, and necessary for full and proper discussion and understanding of subjects relevant and material to the grievance in question, to the Union to the extent not prohibited by law. Further, a representative of the Union investigating a grievance shall have the right, with the written authorization of the bargaining unit member, to examine the contents of the unit member's personnel and/or work site file.

#### **F. Employee Rights**

1. No reprisals of any kind shall be taken against any party involved in the grievance procedure.

2. The Union shall be the exclusive representative of a grievant at Step Two and beyond. The grievant may be represented by the Union at any step of this grievance procedure.
3. Nothing in this grievance procedure shall limit the rights of any unit member to discuss any complaint, problem, or matter of dissatisfaction with any appropriate administrator without representation or the intervention of any organization.

## Article 7

# WAGES

- A.
  1. Unit members shall be compensated at the appropriate rate provided by this Agreement for all authorized or approved time worked on official duties.
  2. Effective July 1, 2005, a 2.75 percent increase shall be applied to the pay schedule for all unit members.
  3. Effective July 1, 2006, a 3.0 percent increase shall be applied to the pay schedule for all unit members.
  4. Effective January 1, 2007, for 12-month unit members, and at the halfway point of the 2006–07 school year for other unit members, a 1.0 percent increase shall be applied to the pay schedule.
  5. Each bargaining unit employee with 22 or more years of service shall receive a one-time salary adjustment (gross) of \$200 in each year of this Agreement.
- B.
  1. Longevity increases shall be provided on completion of 10, 14, and 18 years of creditable service.
  2. The amount of each longevity salary increment shall be a one-grade increase on the Supporting Services Pay Schedule.
  3. A longevity salary increment shall be effective the first day of the pay period in which the unit member completes 10, 14, and 18 years of creditable service.
  4. Creditable service for computing eligibility for longevity salary increments shall include all permanent and conditional employment within MCPS, Montgomery College, and such service within the Montgomery County Government as is certified by the county personnel officer as qualifying toward longevity under the county personnel regulations. Creditable MCPS service also shall include all authorized leave with pay, authorized leave without pay for military service or self-improvement, the period of temporary employment if it is followed by a permanent appointment, and the time a permanent unit member is on approved disability leave. In

computing the sum for such service, no credit shall be given for any month in which a unit member was employed fewer than 15 calendar days.

- C. 1. A permanent or conditional unit member shall be eligible each year for a one-step salary increment. Subject to Section C.2 below, such salary increments shall be awarded annually until a unit member reaches the top pay step (not including longevity) of the pay grade to which his/her position is assigned.
2. a) Wage increments are effective on the first day of the pay period in which the anniversary date falls.  
b) Whenever a unit member is permanently assigned to a position that has a higher salary range than the one he/she holds, the effective date of the change shall become his/her new anniversary date.
3. A fully qualified unit member who is promoted to a higher grade position shall be assigned at the lowest step of such higher grade that exceeds his/her existing step by two steps; however, if there is no step in the higher grade which exceeds his/her existing step by two steps, the unit member will be placed at the top of the grade.

**D. Shift Assignment and Differential Pay**

1. Shift differential pay means the amount paid over and above the basic hourly straight time rate.
2. **Eligibility**—Each eight-hour unit member is eligible for shift differential pay, if the unit member is assigned to all of the following:
  - a) A permanent or conditional position
  - b) The second or third shift
  - c) A full eight-hour shift
  - d) A position classification approved by the superintendent or designee for shift differential payment
3. **Designation of Shift Starting Time and Appropriate Shift Differential Rates**—The starting time and rate of shift differential pay for the shifts are listed below. A unit member assigned to any shift—
  - a) Starting at 2 p.m., or later and before 10 p.m., is eligible to receive 5 percent differential pay in addition to his/her base rate of pay.
  - b) Starting at 10 p.m., or later and before 5 a.m., is eligible to receive 7.5 percent differential pay in addition to his/her base rate of pay.

- E. Extracurricular Activities**—A unit member whose past performance in an extracurricular activities program has been satisfactory will be given preference over other unit members when there are openings for such activity that need to be filled. The person thus assigned will receive the same stipend paid to a teacher, if permitted under the Fair Labor Standards Act (FLSA). For purposes of determining eligibility for extracurricular activity assignments at

the stipend rate, the FLSA standard 40-hour week shall be used rather than the standard 8-hour day identified in Articles 8 and 13 of this Agreement. A unit member who has been effective, as determined by the principal, as a nonathletic extracurricular activity sponsor may retain the stipend activity during the following school year unless the principal determines a change in sponsor is necessary.

- F. **Paraeducator Compensation for Class Coverage**—Paraeducators will be compensated for class coverage when such coverage involves having the paraeducator work from a prescribed lesson plan designed to assure continuity of instruction in the absence of a teacher, and when such coverage is provided for a minimum of three and one-half hours in a given day. Should a paraeducator cover a class or classes without a regular teacher or a substitute teacher present, and such coverage is for the required total amount of time, whether for a consecutive period(s) of time or not, the paraeducator shall receive a class coverage premium of \$5 per hour for all time spent providing such coverage for that day. Should the coverage for a qualifying assignment be continuous into the following school day, the class coverage premium shall continue, beginning with the first hour of continuous coverage the following school day. Routine recess, lunch hour, and bus duty responsibilities will not constitute a break in class coverage assignments. All class coverage hours worked by a paraeducator must fall within his/her assigned duty hours and are not to extend beyond the number of hours of his/her daily assignment. It is further understood that it is the responsibility of the paraeducator's supervisor to ensure that work is assigned to the employee within the employee's assigned duty hours. Nothing in this section is intended to allow a paraeducator to perform class coverage duties without compensation as provided for above. The parties agree to jointly monitor the utilization of paraeducators for class coverage. Where a paraeducator is not available the principal may designate another support staff employee qualified to perform such work. In such instances, the class coverage premium shall apply when the class coverage work meets the requirements of this section.

## Article 8

### OVERTIME

- A. 1. Unit members covered by this Agreement who are not in those positions considered as exempted for overtime under the provisions of the Fair Labor Standards Act as executive, administrative, or professional employees, and who are required or authorized to work by an appropriate supervisor in excess of eight hours in a day or 40 hours in a regularly scheduled work week shall be paid at one and one half times the unit member's regular rate of pay.

2. Paid leave shall be counted as hours worked for purposes of determining hours worked for overtime.

**B. Overtime Assignments**

1. MCPS has the right to assign overtime. However, unless a unit member is given at least two hours notice before the close of his or her regularly scheduled shift preceding the overtime or unless an emergency occurs that prevents giving of such notice, the overtime work will be voluntary.
2. Overtime shall be distributed as equally as possible among the unit members qualified to do the work except for those building service workers who work overtime for ICB on weekends. Those unit members will normally be Grade 6 building service workers in order to meet the commitment made to the Montgomery County Council. In middle schools and high schools, up to 20 percent of such weekend overtime hours per year shall be offered to employees on site who hold positions higher than pay Grade 6. In elementary schools, up to 30 percent of such weekend overtime hours per year shall be offered to employees on site who hold positions higher than pay Grade 6.

For weekdays and holidays, the equitable distribution language will hold.

**C. Overtime Records**

Overtime records shall be maintained on each unit member and the records necessary for the processing of a grievance will be made available to the president of SEIU Local 500 or designee upon request.

- D. For positions that will have regularly scheduled overtime, unit members will be notified by the Office of Human Resources of this requirement prior to selection.

## Article 9

# HOLIDAY PAY

**A. Payment**

1. A unit member shall receive holiday pay at his/her basic hourly straight time rate, including shift differentials for a number of hours equal to his/her regular daily scheduled hours, not to exceed eight hours.
2. Holiday pay is in lieu of other paid leave to which a unit member might otherwise be entitled on a holiday.

**B. Holiday on Nonwork Day**

When an official Board of Education holiday falls on a unit member's regularly scheduled day off, the unit member is paid for a number of hours equal to his/her regular daily scheduled hours, not to exceed eight hours.

**C. Holiday Work**

1. A unit member required to work on an official Board of Education holiday (and/or Christmas and New Year's Day when such days fall on a weekend) shall be paid one and one half times the basic hourly straight time rate for each hour worked in addition to the holiday pay to which he/she is entitled.
  2. "Official Board of Education holiday" refers to those holidays designated by the Board of Education of Montgomery County. The designation of a day as a holiday under State statute shall not be relevant for determining pay under this Article.
  3. SEIU Local 500 recognizes that the Board of Education has the authority to establish the school calendar (including official holidays) and to amend that calendar at any time, including the authority to change the designation of holidays.
  4. If, after having established the calendar for the school year (including the designation of official holidays), (a) the Board changes the school calendar and the Board removes the designation of holiday from a day designated as an official holiday; and (b) bargaining unit employees are required to work on the previously designated holiday due to the change in the calendar, the bargaining unit employees required to work on that day shall be entitled to the pay for Holiday Work described in this Article 9, Section C, and bargaining unit employees on authorized paid leave for that day shall be considered to be on Holiday leave, as defined in Article 12, Section G.
- D. A unit member on authorized paid leave for a period including an official holiday shall be considered on holiday leave for that day.

## Article 10

# HIGHER-LEVEL ASSIGNMENT

- A. Higher-level work is defined as an assignment to a ranked higher-level position.
- B. A unit member assigned to higher-level work for a period of two consecutive work weeks or more shall be paid for all time spent in such higher-level work. A unit member's higher-level rate shall be determined as if he/she were promoted to the position. A unit member temporarily assigned or detailed to a lower-level position shall be paid at his/her own rate.

## Article 11

# WAGE SURVEYS & STUDIES

If the Board of Education conducts or participates in wage surveys, benchmark positions relating to occupations within the supporting services classification system will be considered. SEIU Local 500 will appoint a representative to meet with a representative of the Office of Human Resources in order to ensure the Union of input to these surveys. Findings and recommendations of the surveys or studies will be shared with SEIU Local 500 prior to implementation, and SEIU Local 500 may discuss the findings and report its position.

In addition, the Office of Human Resources will meet with representatives of SEIU Local 500 for the purpose of discussing the ongoing and continuing process of adjustments within the pay system.

## Article 12

# LEAVES

The following leave regulations, compliant with the Annotated Code, Education and the Code of Maryland Regulations Title 13 A, State Board of Education, apply to all unit members. Terms used in the following sections are defined as follows:

**Appropriate Official**—Department head, principal, or immediate supervisor, depending on the unit member's position

**Duty Days**—Those days on which the unit member is required to report for duty as determined by the school calendar adopted annually by the Board of Education of Montgomery County

**Immediate Family**—Child, parent (natural, foster, step, or in-law), brother, sister, husband, wife, or anyone who lives regularly in the unit member's household

**Planned Program for Professional Leave**—A program planned and approved by the university and the superintendent or designee that prepares the unit member for greater usefulness in his/her position or a planned program of writing, study, or travel approved by the superintendent or designee.

**School Year**—The same as the fiscal year (July 1–June 30) of the Board of Education of Montgomery County.

The terms **creditable service**, **years of service**, **years of successful experience**, **length of service**, and **consecutive years of successful experience**, as they appear in this Article, mean continuous employment in the Montgomery County Public Schools.

- A. 1. This Article shall conform to the requirements of the Family and Medical Leave Act of 1993 (FMLA). Subject to the definitions and criteria of FMLA, employees are provided up to 12 weeks in any 12-month period for the birth or placement for adoption or foster care of a child, the serious illness of an immediate family member, as defined in this Article, or the employee's own serious health condition. Authorized leave under this Article conforming to the FMLA definition of "serious health condition" shall be counted as FMLA leave, up to the maximum 12 weeks in each year.
2. The employee's benefits will be maintained during the term of covered leave under the conditions coverage would have been provided if the employee had continued working.
3. Upon completion of the FMLA covered leave, an employee will be returned to his/her original position within MCPS, or to an equivalent position if the original position has been eliminated.
4. Upon return from an FMLA leave, all benefits will resume in the same manner and at the same levels as provided when the leave began and will be subject to any changes in benefit levels that may have taken place during the period of FMLA leave affecting the bargaining unit.

**B. Sick Leave**

Sick leave is a designated amount of compensated leave that is to be granted to a unit member who, through personal illness, injury, pregnancy, miscarriage, childbirth and recovery, or quarantine, is unable to perform the duties of his/her position. Sick leave also may include other excused absences such as medical, dental, or optical examination or treatment impossible to schedule on nonduty days. Sick leave may not be granted for the period of disability when monies are paid to the unit member under the Workers' Compensation Law, except as provided in Section E of this Article. A committee of three members selected by SEIU Local 500 and three members selected by the

superintendent or designee shall be appointed to make recommendations to develop standards, guidelines, and expectations for use of leave. This committee also may be tasked to prepare recommendations for an employee wellness program. This committee also will investigate incentives aimed at reducing use of leave.

1. **Eligibility**—The provisions of sick leave apply to all unit members.
2. **Method of Computing Sick Leave**—Each full-time unit member shall accrue sick leave at the rate of one day per month of assigned responsibility. Regular part-time unit members shall accrue sick leave in proportion to the time worked.
3. **Accumulation of Sick Leave**—Unused sick leave is accumulated on an unlimited basis. Unused personal leave shall be added annually to the unused sick leave account, subject to Section R.2.c of this Article. Any unit member employed during the summer months shall be entitled to use accumulated sick leave.
4. **Advancement of Sick Leave**—At the beginning of each school year, a unit member on permanent status is advanced sick leave that will be earned during the school year. Sick leave in excess of the amount to be earned may be advanced by the superintendent or designee. Unit members are liable for all advanced sick leave.
5. **Extension of Sick Leave**—Upon written request of the unit member, sick leave for periods beyond the amount accrued and advanced and beyond the available annual leave may be extended at three fourths the current salary rate by the Board of Education upon recommendation of the superintendent or designee. Unit members are not liable for extended sick leave.
6. **Indebtedness of Advanced Sick Leave at Termination of Service**—A unit member who, on termination of service with the Montgomery County Public Schools, is indebted to said system for advanced sick leave shall have the amount of such indebtedness deducted from his/her earned salary. A unit member must reimburse said system for any amount of indebtedness for advanced sick leave not covered by his/her earned salary.
7. **Disposition of Accumulated Sick Leave at Termination of Service**—At the time of his/her termination after five years of service with MCPS, any unit member who has performed his/her duties satisfactorily shall receive termination pay at his/her current salary rate for one fourth of his/her accumulated sick leave. Effective July 1, 2006, after the unit member has completed 30 years of credited membership service with MCPS, the termination pay described in this subsection shall be for 30 percent of the unit member's accumulated sick leave.

## **8. Procedure to Be Followed in Obtaining and Using Sick Leave**

- a) A unit member shall notify the appropriate official as early as possible if he/she is unable to report for duty and at that time state the reason for absence. One week advanced notice is required for scheduled medical appointments when possible, or notification must be given within 24 hours of scheduling an appointment if within one week of the appointment.
- b) A unit member on sick leave shall notify the appropriate official as to the progress of his/her illness and the exact date of his/her availability for duty, as soon as it is determined, with at least one day's notice.
- c) A certificate by a physician confirming the necessity for a unit member's absence due to illness, injury, pregnancy, miscarriage, childbirth and recovery, or quarantine may be required by the appropriate administrator in cases of suspected abuse of leave if the unit member uses up to and including four consecutive duty days. The requirement for a doctor's certificate may be for a period of time no longer than the end of the current fiscal year.

It is mandatory if the unit member uses sick leave for five or more consecutive duty days.

## **9. Rewarding Perfect Attendance**

SEIU Local 500 and MCPS have a shared interest in minimizing the amount of sick leave utilized. Excessive sick leave utilization creates excessive burdens on co-workers, harms employee productivity, and creates additional economic demand on the school system.

Perfect attendance reflects an extraordinary level of commitment on the part of any employee to support the school system's commitment to excellence and to student achievement. In recognition of such commitment, as well as for the benefits and savings to the school system that results from employees being at work, MCPS will recognize employees who work an entire school year without utilizing any of their sick leave benefits.

- a) Effective July 1, 2006, and each succeeding school year thereafter, MCPS shall recognize any bargaining unit employee who worked the entire preceding school year without utilizing any sick leave benefits. The unit member may apply for and receive a cash-out payment for up to one third of the employee's earned sick leave benefit for that year.
- b) The hours paid out will be deducted from the employee's earned sick leave account, and paid no later than first pay period in January that includes the winter break.

- c) The Joint Labor/Management Committee will monitor this program to measure its effectiveness and realized cost savings to the school system, and will consider future changes to the program to ensure that the objectives of this program are being realized.

## 10. **SEIU Local 500 Sick Leave Bank**

### a) **Statement of Intent**

The purpose of the sick leave bank is to provide sick leave to contributors to the bank after their accumulated sick leave has been exhausted—and more specifically to provide such leave from the bank in cases of catastrophic illness.

### b) **Rules**

- (1) The leave bank may be used only by the individual contributor for his or her personal illness.
- (2) The leave bank may not be used for illnesses of other members of the contributor's family.
- (3) The leave bank may not be used by the contributor to remain away from his/her position in order to assist a member of his/her family who is ill.
- (4) Only earned sick leave may be contributed to the leave bank—annual and personal leave may not be contributed.
- (5) The sick leave bank may not be used by unit members disabled by an injury covered by Workers' Compensation benefits from MCPS.
- (6) Contributions can be made between July 1 and December 1 of each year. Unit members, except for those unit members returning from extended leave and new unit members, may make contributions either 30 calendar days after reassignment or upon reaching permanent status. Unit members returning from extended sick leave or disability leave will be permitted to contribute to the bank on approval of the committee.
- (7) Permanent and conditional unit members of the Montgomery County Public Schools shall be eligible to participate in the bank.
- (8) In order to draw days from the sick leave bank, unit members must contribute to the bank at the rate of one day of their working hours per year. Contributors must use all accumulated sick leave before applying for leave from the bank.

- (9) A contributor will lose the right to utilize the benefits of the sick leave bank only by—
  - (a) Termination or suspension of employment in MCPS
  - (b) Cancellation of participation, which is effective only at the close of a fiscal year—June 30 of each year
  - (c) Refusal to continue regular contributions at the beginning of each fiscal year—July 1 of each year
  - (d) Refusal to make such additional contributions as may be required from time to time by the administering committee to prevent bankruptcy of the bank
- (10) The existence of the sick leave bank and participation by a unit member in the bank does not negate or eliminate any other sick leave policies of the MCPS, nor does it in any way negate the rights of individual unit members who participate in the bank to other sick leave benefits.
- (11) All donations will remain in force for the fiscal year in which they are contributed and will not be canceled.
- (12) Unit members enrolling during the open period from July 1 through December 1 of any year will have a waiting period of six months before the unit member can use the sick leave bank. New unit members joining the sick leave bank also will have a waiting period of six months from the date that the SEIU Local 500 office receives the enrollment form before the unit member can use the sick leave bank.
- (13) To determine whether an employee's illness qualifies for a sick leave bank grant, the Sick Leave Bank Administration Committee shall inquire of any reviewing doctor: (1) does the disability or illness prevent the employee from working; and (2) is the employee in a treatment plan that is reasonably expected to enable the employee to recuperate and return to work in full health as soon as possible. The exception to part (2) of this standard is when the committee directs a member to apply for disability retirement, under c) (10) through (13), below.

**c) Procedures**

- (1) Contributions to the bank must be made on a SEIU Local 500 Sick Leave Bank Donation form by the individual member and shall be continued from year to year until canceled in writing by the unit member.
- (2) The SEIU Local 500 Sick Leave Bank Administration Committee will approve all donations before they are forwarded to the MCPS Employee and Retiree Service Center.

- (3) The committee will review and recommend to the MCPS Office of Human Resources approval or denial of all requests to draw on the sick leave bank within 12 working days after such request is received in the SEIU Local 500 headquarters office.
- (4) Any unit member submitting a request to draw on the bank must have made his/her proper contributions for the fiscal year in which the request is made.
- (5) A member of the sick leave bank has 30 calendar days to apply for use of the bank. The 30 days will be calculated from the first day the member will lose pay due to the lack of sick leave. In reviewing requests for bank leave, the committee will count back 30 calendar days from the date the request is received at the SEIU Local 500 office, and rule ineligible any days requested prior to date.
- (6) All requests to draw upon the bank must be made on the SEIU Local 500 Sick Leave Bank Request form.
- (7) All requests to draw upon the sick leave bank must be accompanied by a physician's statement confirming the cause of the illness or confinement, and addressing the standards described in subsection b.13 above, made on a SEIU Local 500 Sick Leave Bank Physician's Confirmation form, signed by the physician.
- (8) After an applicant has drawn and used 30 consecutive sick leave days (determined by his/her duty days) from the bank, he/she shall be given a medical review by a physician of the administering committee's choice, at the contributor's expense. The physician's report is to be sent directly to the committee before the committee may act upon his/her application for an extension of use of the sick leave bank. Such medical review may be eliminated by the committee if the applicant has been confined to a hospital or other medical facility through the prior 30 days he/she has used the sick leave bank.
- (9) An applicant may be required to undergo a medical review by a physician of the committee's choice at any time at the member's expense.
- (10) The committee may notify a member who is requesting bank leave that he or she must apply within 15 calendar days of notification for disability retirement benefits to qualify for additional leave. A member must pursue the earliest possible retirement date.
- (11) Members remain eligible for bank leave during the time when they are applying for retirement, provided that a member complies with all requests for information from the retirement/pension system.
- (12) The member will be ineligible for further bank leave from the

effective date of disability retirement as approved by the retirement/pension system.

- (13) Any bank leave granted during the time when the member is applying for retirement will count toward all time limitations of coverage described in this subsection.
- (14) Members may be eligible for up to 90 days of bank leave per fiscal year unless there is an earlier determination that the member will never return to work.
- (15) Upon exhaustion of the annual maximum (90 days) of bank leave, members shall be eligible for additional bank leave after returning to active employment for 100 consecutive work days.
- (16) In case a contributor has been incapacitated, his/her application may be submitted to the committee by his/her agent or member of his/her family on his/her behalf.
- (17) Leave grants from the bank, recommended by the committee, shall be made in units of no more than 30 consecutive duty days for the individual applicant.
- (18) Applicants may submit requests for extension of such leave grants as their prior grants expire. Such applications shall be made on the regular request form.
- (19) In cases where the committee recommends denial of an application for use of the sick leave bank or an extension of such use, the applicant may appeal his/her request in writing to the SEIU Local 500 Executive Board, which may request the superintendent or designee to consider the appeal. Should the SEIU Local 500 Executive Board receive additional information from the applicant, which was not made available to the sick leave bank committee, the member's application will be remanded to the committee, along with the information.
- (20) In cases where the recommendation of the committee is denied by the MCPS Office of Human Resources, the applicant may appeal his/her request to the SEIU Local 500 Executive Board, which may request the superintendent or designee to consider the appeal.
- (21) Unit members may request all appropriate forms from the Union office by telephone.
- (22) Copies of all Sick Leave Bank Donation forms shall be marked for approval or denial by the committee. Following such action, the committee shall disperse copies of the forms to the unit member, his/her school, the MCPS Employee and Retiree Service Center, and the SEIU Local 500 office.

- (23) Copies of all Sick Leave Bank Request for Grant forms shall be marked for recommendation for approval or denial by the committee. Following such action, the committee shall disperse copies of the forms to the unit member, his/her school, the MCPS Office of Human Resources, and the SEIU Local 500 office.
- (24) Copies of all SEIU Local 500 Sick Leave Bank Cancellation forms shall be approved by the committee. Following such action, the committee shall disperse copies of the forms to the unit member, his/her school, the MCPS Office of Human Resources, and the SEIU Local 500 office.
- (25) The Union shall maintain the records of all applications for donations, applications for withdrawals of sick leave days, and all cancellations.
- (26) The MCPS Employee and Retiree Service Center shall maintain records of all unit member contributions, withdrawals, and the status of the bank.
- (27) All forms for application for participation in the bank, withdrawal of sick leave days, and cancellation shall be available at the SEIU Local 500 office and shall be sent to any unit member at his/her request.
- (28) The MCPS Employee and Retiree Service Center and the Union shall provide information to the committee upon its request on any data it has maintained in its files with regard to an individual unit member's use of, or investment in, the SEIU Local 500 sick leave bank.
- (29) The sick leave bank administration committee shall be responsible to MCPS and the Union for the proper administration of the sick leave bank, the maintenance of sick leave days in the bank, the promotion of enrollment in or donations to the bank, and the submission to the SEIU Local 500 and the MCPS Office of Human Resources of regular month-end reports on the status of the bank.
- (30) The three-member approval committee, consisting of two appointees by the Union and one appointee by MCPS, shall have the responsibility of reviewing contributor requests, verifying the validity of requests, recommending approval or denial of the request, and communicating its recommendation to the unit member and the Office of Human Resources. The committee shall develop its rules of procedure and shall give wide distribution to said rules upon approval by the superintendent or designee and SEIU Local 500.

- (31) The Office of Human Resources will receive and review the recommended grants from the bank. If the grants from the bank are consistent with MCPS leave policies, the Office of Human Resources will approve these bank grants to be paid by MCPS and forward same to the Employee and Retiree Service Center. In all cases where the decisions of the Office of Human Resources do not concur with the approval committee, the Office of Human Resources shall explain in full the reasons for such a difference of opinion.
- (32) The bank can be used on the first scheduled duty day of the contributing unit member immediately following the six-month waiting period. The maximum number of duty days that can be granted in any one fiscal year will be the remaining number of duty days a unit member is scheduled to work. In no case will the granting of leave from the bank cause a unit member to receive more than his/her annual salary.
- (33) Bank grants will not automatically be carried over from one fiscal year to another. All bank grants will end as of June 30 or the last duty day of the school year and must be renewed through the approval committee and the Office of Human Resources each school year.
- (34) If a contributor does not use all of the days granted from the bank, the unused sick leave bank days will be returned to the bank.
- (35) These rules and procedures are to be reviewed annually by representatives of SEIU Local 500 and MCPS for necessary revision.

### **C. Leave Without Pay, Personal Illness, or Family Illness**

The Employee and Retiree Service Center may grant a leave of absence without pay to a unit member when that unit member or a member of his/her immediate family is ill. The leave shall be for definite periods, such as a semester or school year, and shall not exceed one year. The leave without pay begins when the unit member has exhausted all available sick leave and sick leave bank options. Leave approved and verified with a doctor's certification on an FMLA leave request form, in accordance with the Family and Medical Leave Act, may be taken for up to 12 weeks. Applications for leave must be submitted in writing to the appropriate supervisor or official and forwarded with his/her recommendation to the Leave Administration team in the Employee and Retiree Service Center for approval.

1. **Eligibility**—All unit members are eligible to apply.
2. **Benefits**—Unit members may contribute to the retirement system while on leave, according to the provisions of the MCPS Retirement System. For unit members on FMLA leave, MCPS will maintain the employee's

benefits under the conditions coverage would have been provided if the employee had continued working.

### 3. **Permanent Status**

- a) A unit member who is on permanent status at the time he/she is granted leave because of personal illness or illness in his/her immediate family shall remain on permanent status.
- b) A unit member who has completed six months of successful experience with the Montgomery County Public Schools on a probationary status and has been recommended for permanent status at the time leave is granted shall go on permanent status at the time he/she returns from leave and is reassigned.

4. **Return from Leave**—If the leave granted is for personal illness, the unit member will be reinstated at the conclusion of the leave, providing a health certificate from the attending physician is submitted attesting to the unit member's physical fitness to perform his/her duties. Reassignment will be made when there is a vacancy for which the unit member is qualified. Reassignment upon return from an approved FMLA leave will be to the unit member's original position held prior to leave, or to an equivalent position if the original position has been eliminated.

### D. **Leave for Illness in the Immediate Family**

Leave may be granted for illness in the immediate family and shall be charged against accumulated sick leave.

### E. **Workers' Compensation Leave**

A unit member who is physically unable to report for duty as a result of an injury in the line of duty may be placed on workers' compensation leave at full salary by the superintendent or designee provided the unit member seeks medical treatment with respect to the injury from a physician who is among a comprehensive list of preferred providers approved by the Board of Education. SEIU Local 500 shall have representation on the selection committee that recommends the list of preferred providers to the Board. If the unit member elects to be treated by a physician who is not among the list of preferred providers, the unit member will be entitled to receive the benefit mandated by the Workers' Compensation Law of Maryland, but will not be entitled to the benefits in this section. A unit member receiving Workers' Compensation benefits but not receiving workers' compensation leave may use his/her accrued sick leave and must submit to the Board all monies received through the Workers' Compensation Law of Maryland, or resulting from a legal liability of a person other than the unit member.

For purposes of this section, full salary is defined as net biweekly pay after withholding of federal, state, and FICA taxes. The parties agree that it is not desirable for such individuals to receive greater salary after taxes while on

workers' compensation leave than when they are on active duty. Therefore, the Board shall provide a supplement to the standard Workers' Compensation benefit so that the net pay of the employee is equal to his/her regular net pay.

The unit member, or his/her representative, must file an injury report with the Employee and Retiree Service Center within 48 hours of the injury. The unit member shall also file a leave request for leave for disability accompanied by a participating doctor's report stating he/she is unable to carry out the duties of his/her assignment due to this injury.

Workers' compensation leave is approved by the associate superintendent for human resources and is contingent upon the claim for disability being approved by the MCPS workers' compensation claims administrator. If the leave is not approved by the MCPS workers' compensation claims administrator, the employee will be required to repay MCPS all monies received. This payment can be in the form of annual leave, sick leave, or lump sum payment. All monies payable to the unit member through the Workers' Compensation Law of the state of Maryland, or resulting from a legal liability of a person other than the unit member must, under the right of subrogation, be transmitted to the Board by the unit member. It is the responsibility of the disabled unit member to check with his/her physician and to inform his/her principal or other appropriate official monthly of the approximate date he/she can return to his/her regular assignment. A unit member may be carried on full workers' compensation leave for up to one year after the disability accident. At that time, the superintendent or designee will determine whether the unit member is able to return to his/her regular assignment, be given an alternate work assignment, be placed on sick leave, or be placed on disability retirement. An alternate work assignment terminates workers' compensation leave.

## **F. Annual Leave**

Annual leave is paid leave that is granted to each 12-month unit member.

1. **Eligibility for Annual Leave**—The provisions of annual leave shall apply only to those unit members whose assigned responsibility is of 12 months' duration. Twelve-month unit members on permanent status will be advanced annual leave at the beginning of each fiscal year. Twelve-month probationary unit members will be advanced annual leave upon attainment of permanent status. Twelve-month unit members whose assignment is less than 40 hours per week accrue annual leave in proportion to the hours of assignment and according to the number of years of continuous MCPS service as established for 12-month unit members whose assignment is a 40-hour week.

2. **Method of Computing Annual Leave**—All newly hired 12-month unit members and all currently employed 10-month unit members upon appointment to a 12-month position shall earn annual leave as follows:
  - 0–3 years of creditable service—15 days
  - 4–15 years of creditable service—20 days
  - 16+ years of creditable service—26 days
3. **Restriction on Time for Use of Annual Leave**
  - a) Unit members will take their annual leave at times when such leave will not adversely affect the ongoing instructional/operational program. The administrator/supervisor in collaboration with affected employees will provide a written notice for anticipated critical staff coverage and suggested time periods for leave usage. Reasonable opportunity for use of annual leave must be allowed.
  - b) A unit member must provide a minimum of one week advance notice when requesting three or more consecutive days annual leave. Leave may be granted with less notice at the discretion of the administrator.
4. **Accumulation of Annual Leave**
  - a) For any one year, a 12-month unit member may carry forward up to, but not exceeding, 10 days of annual leave earned from the previous year.
  - b) The maximum number of days of annual leave available at any one time will be the balance brought forward up to a maximum of 20 days, plus the amount to be earned for the current school year.
  - c) Each year annual leave that is not used or forwarded shall be automatically transferred to a unit member's accumulated sick leave.
5. **Disposition of Accumulated Annual Leave at Termination of Service**—All annual leave should be used before the effective date of employment termination, or a lump sum settlement shall be made at the current salary rate, but not to exceed a maximum of 40 days.
6. **Indebtedness for Advanced Annual Leave at Termination of Service**—Any indebtedness for advanced annual leave by a unit member upon termination of service shall be resolved as follows:
  - a) The amount due shall be deducted from the unit member's earned salary.
  - b) Terminating unit members who are not due to receive earned salary shall be billed for the amount of indebtedness.
7. **Use of Annual Leave in Conjunction With Adoption Leave**—See Section I of this Article.

## G. **Holiday Leave**

Holiday leave is granted to all unit members on official holidays, which shall be designated each year in the school calendar. A unit member on authorized paid leave for a period including an official holiday shall be considered on holiday leave for that day.

## H. **Professional Leave**

Professional leave which will prepare the unit member for greater usefulness in his/her employment may be granted to a unit member by the Board of Education upon recommendation of the superintendent or designee for such purposes as outlined below:

1. **Leave for Academic Study**—Upon written application, leave for academic study for a period not to exceed one full school year may be granted by the Board of Education upon recommendation of the superintendent or designee. An outline of a planned program must be submitted with the application for leave. In addition, the unit member shall furnish such reports of progress and/or completion of the approved program as requested by the superintendent or designee.

a) **Standard**—The number of unit members to be granted academic leave in any fiscal year will not exceed 1 percent of the total number of unit members.

b) **Eligibility**—Unit members become eligible to apply for academic leave after they have served in the Montgomery County Public Schools at least seven full consecutive years uninterrupted by any other leave of a semester duration or more.

c) **Salary Allowance**—Unit members granted academic leave shall receive one half their regular salary during the specific period of leave if they agree to return to MCPS for a two-year period immediately following the period of leave and 60 percent of salary if they agree to return to MCPS for a period of three years immediately following the period of leave. This salary shall be paid at the beginning of each semester.

d) **Benefits**

(1) A unit member on academic leave shall for all purposes be viewed as a full-time unit member. The unit member's rights and privileges, length of service, and the right to receive salary increments as provided by the policies of the Board of Education will be the same as if the unit member had remained in the position from which he/she took leave. Annual and sick leave may not be used or earned while on academic leave.

(2) During the period of academic leave, the unit member's contributions to the MCPS Retirement System shall be made jointly

by the individual and the Board of Education. The unit member shall pay an amount proportionate to the amount of salary received, and the Board of Education shall pay the balance for contribution at the full salary.

- (3) Unit members shall retain membership in the Employee Benefit Plan, for which deductions shall be made for the period of leave; and the Board shall continue to make its contributions thereto.
  - e) **Contractual Agreement**—A unit member accepting academic leave shall enter into a separate, written contract whereby he/she agrees to return to service in the Montgomery County Public Schools for a two-year or three-year period immediately following the leave of absence. If the unit member fails to return and remain for the specified time, he/she shall refund any monies paid to him/her or on his/her behalf by the Board of Education.
  - f) **Change of Status Due to Inability to Complete Program**—If the unit member cannot complete the planned program for which academic leave was granted, it is his/her responsibility to notify the superintendent or designee. The leave may then be rescinded by the Board of Education and the unit member placed on the appropriate leave status, reassigned, or terminated. Salary allowances and benefits shall be adjusted accordingly, and the unit member must make arrangements satisfactory to the Board of Education for payment of any monies paid to him/her or on his/her behalf for which he/she may be liable as a result of the change in leave status.
  - g) **Tenure on Return From Leave**—A unit member who is on permanent status at the time academic leave is granted shall continue to be on permanent status.
2. **Leave for Professional Improvement (Extended Periods Such as a Semester or School Year)**—Upon recommendation of the superintendent or designee, leave of absence, without pay, for study or other professional improvement may be granted to eligible unit members by the Board of Education for a period not to exceed one year. The unit member must submit an outline of a planned program with his/her application for such leave.
- a) **After Three Years of Satisfactory Service**
    - (1) **Eligibility**—Unit members shall be eligible for a leave of absence for professional improvement after three years of satisfactory service with MCPS uninterrupted by leave to study.

(2) **Benefits**

- (a) During the unit member's period of leave, his/her contributions to the Employee Benefit Plan shall be paid by the Board of Education.
- (b) During the unit member's period of leave, his/her contributions to the MCPS Retirement System shall be paid by the Board of Education.
- (c) Credit on the salary schedule for one year of successful experience shall be granted upon verification of the completion of the approved program for which leave was granted.

(3) **Contractual Agreement**—A unit member granted leave for improvement shall enter into a written contract by which he/she agrees to return to service in the Montgomery County Public Schools for at least a one-year period immediately following the termination of the leave. If the unit member fails to return and remain in service for at least one year, he/she shall refund any monies paid to him/her or on his/her behalf by the Board of Education.

(4) **Change of Status Due to Inability to Complete Program**—If the unit member cannot complete the planned program during the period for which leave for improvement was granted, it is his/her responsibility to notify the superintendent or designee. The leave then may be rescinded by the Board of Education and the unit member placed on the appropriate leave status, reassigned, or terminated. Any monies paid by the Board to him/her or on his/her behalf for which he/she is liable as a result of the change in leave status will be refunded to the Board of Education.

(5) **Status on Return From Leave**—A unit member who is on permanent status at the time leave for improvement is granted shall continue to be on permanent status.

b) **After One Year of Satisfactory Service**

(1) **Eligibility**—Unit members shall be eligible for a leave of absence for professional improvement after one year of satisfactory service in MCPS.

(2) **Benefits**—Credit on the salary schedule for one year of successful experience shall be granted upon verification of the completion of the approved program for which leave was granted.

(3) **Change of Status Due to Inability to Complete Program**—If the unit member cannot complete the planned program during the period for which leave for improvement was granted, it is his/her responsibility to notify the superintendent or designee. The leave

may then be rescinded by the Board of Education and the unit member placed on the appropriate leave status, reassigned, or terminated.

- (4) **Status on Return From Leave**—A unit member who is on permanent status at the time leave for improvement was granted shall continue to be on permanent status.

### 3. **Leave for Summer School**

- a) A unit member must give evidence in writing that leave is required for summer school attendance prior to the closing of school or at the beginning of the fall semester. Request for leave for summer school shall be made in advance and approved by the Leave Administration team in the Employee and Retiree Service Center. Endorsement from the immediate supervisor shall be a factor in determining eligibility.

Leave with pay may be granted as follows:

Leave without loss of pay may be granted to attend summer school prior to the closing of school or at the beginning of the fall semester. Such leave may be granted if the needs of the individual unit member clearly indicate that attendance at the specific summer school session requested is the most appropriate way to improve the unit member and the school system and that no hardship to pupils or the school system will result if such leave is approved.

- b) A unit member who is granted leave must submit grade slips and/or transcripts to the appropriate official at the conclusion of the summer school. The principal will forward them to the Office of Human Resources.
- c) Unit members assigned 12-month responsibility may request leave to attend summer school.
- (1) Twelve-month unit members may request leave without pay to attend summer school. The granting of such leave will not otherwise affect the employment status of the unit member involved.
- (2) Subject to the availability of funds and the needs of the school system, some selected unit members assigned 12-month responsibility may receive approval to attend summer school as part of their 12-month assignment.

### 4. **Leave to Attend Professional Meetings**

Upon written application in advance, and with the recommendation of the appropriate official, the superintendent or designee may grant a unit member leave to attend professional meetings (e.g., conventions, conferences, or committees) as participant or observer without loss of salary.

## 5. **Leave for Exchange Employment or Overseas Employment**

Upon written application in advance and with the recommendation of the superintendent or designee, the Board of Education may grant a leave of absence not to exceed one year for exchange employment or for employment in overseas work. To be eligible, a unit member shall be on permanent status at the time leave is granted. Credit on the appropriate salary schedule for one year of successful experience shall be granted upon verification of completion of one year of satisfactory exchange employment or overseas employment.

## 6. **Leave for Teaching in a College or University**

Upon recommendation of the superintendent or designee, leave up to two full school years may be granted by the Board of Education to a unit member for the purpose of teaching in a college or university. Any remuneration to be paid by the Board of Education to the unit member will be determined by the superintendent or designee, in consultation with the unit member, prior to the time leave is granted. The total of the remuneration by the Board and the regular salary the unit member receives from the college or university shall not exceed the annual salary the unit member would have received had he/she remained in his/her present position in Montgomery County.

### a) **Procedures**

- (1) **Eligibility**—To be eligible, a unit member shall be on permanent status at the time leave is granted for the period of leave.
- (2) **Benefits**—A unit member on leave for teaching shall be treated as a full time unit member. The unit member's length of service and the right to receive salary increments shall be the same as if he/she had remained in the position he/she held when leave was granted. Sick or annual leave can be neither used nor earned.
- (3) **Contractual Agreement**—A unit member on leave for teaching in a college or university shall agree to return to service in the Montgomery County Public Schools for at least a two-year period immediately following the leave of absence or reimburse the Board of Education for all monies paid to him/her or on his/her behalf.
- (4) **Change of Status During Period of Leave**—If the unit member on leave for teaching in a college or university cannot complete the program for which leave was granted, it is his/her responsibility to notify the superintendent or designee. The leave may then be rescinded by the Board of Education and the unit member placed on the appropriate leave status, reassigned, or terminated. Salary allowances and benefits shall be adjusted accordingly, and the unit member must make arrangements to reimburse the Board any monies paid to him/her or on his/her behalf.

- (5) **Status on Return From Leave**—A unit member who is on permanent status at the time leave for teaching in a college or university is granted shall continue in the permanent status he/she held at the time leave was granted.

**I. Maternity/Child Care/Adoption Leave**

1. Any unit member who becomes pregnant or who will become an adoptive parent or who wishes leave for the purpose of caring for his/her child may be granted an unpaid leave of absence not to exceed 18 months. Such leave may be renewable at the request of the unit member for an additional period not to exceed 18 months. In accordance with FMLA, leave shall be granted to a unit member for a period not to exceed 12 weeks for the purpose of caring for his/her child, placement for adoption or foster care.
2. When the leave is of short duration and not longer than 60 consecutive duty days, a substitute may be employed and the position shall be held for the return of the unit member. Use MCPS Form 430 1 for short-term leave.
3. Unit members wishing leave in excess of 60 consecutive duty days for a period not to exceed 18 months must use MCPS Form 430 1 for long-term maternity/child care/adoption leave without salary. The unit members' positions will not be held for their return.
4. Unit members who are eligible for annual leave will be allowed to use any earned leave in their accounts after approval by the principal or appropriate official. The 60-day or 18-month period shall include the period of annual leave if used.
5. As soon as it has been determined that a unit member wishes to use maternity/child care/adoption leave, including FMLA, a unit member must notify the principal or other appropriate official in writing at least 30 duty days in advance.
6. Unit members may elect to have continued participation in the MCPS Employee Benefit Plan by assuming the full cost of the premiums while on leave without pay. Contributions to the employee benefit plan will be payable monthly to the Board of Education, in accordance with MCPS procedures. For those unit members on FMLA leave, for the duration of the FMLA leave, MCPS will maintain the employee's benefits under the conditions coverage would have been provided if the employee had continued working. Failure to make payments in accordance with MCPS procedures will result in cancellation of benefits. Retirement contributions, if any, may be paid monthly to MCPS; or the total of such contributions, plus interest, may be paid at the time of return from leave, in accordance with MCPS procedures.

7. In order to return from maternity/child care/adoption leave, the unit member shall submit a request in writing to the associate superintendent for human resources at least one month before the date the employee desires to be reassigned. If a unit member is offered an assignment for which the unit member is qualified at the same pay grade and the assignment is refused, the unit member will have to resign or be terminated. A unit member returning from an FMLA leave will be reassigned to his/her original position, or to an equivalent position if the original position no longer exists.

**J. Military Leave (Section 6 205 of the Annotated Code, Education)**

**1. Military Leave of Absence**

a) **Approval**—A unit member entering military service may, upon written application and with the approval of the superintendent or designee, be granted leave of absence without pay for one period of service and in accordance with the state regulations referred to above. A copy of the military orders must accompany the request for leave. This leave applies to individuals who are drafted or who volunteer for service for one period of enlistment.

b) **Return From Military Leave**—A unit member granted military leave of absence shall retain the right to be placed in the same or similar position upon return from leave, subject to the following:

- (1) The unit member has completed any required period of probation prior to entering the armed forces and his/her separation from the armed forces was under conditions other than a dishonorable discharge.
- (2) He/she makes application within 90 days from the date of his/her separation from the armed forces in case he/she has involuntarily entered, or within 90 days after the termination of his/her first period of enlistment in case he/she has voluntarily entered, for reinstatement by the Board of Education.
- (3) He/she makes application for reinstatement within 90 days from the date of separation from such service or within 90 days after discharge from a hospital, provided such hospitalization is directly connected with, related to, and immediately follows his/her separation from the armed forces, and the period of hospitalization does not extend beyond a year from the date of such separation.

Any employee qualifying for reinstatement under this provision shall be entitled to start at the salary and rate of earnings for leave which he/she would have received if he/she had remained continuously in the Board of Education's service.

If he/she is not qualified to perform the duties of his/her prior

position by reason of disability sustained during military service, but is qualified to perform the duties of any other position in the employ of the Board of Education, he/she shall be reemployed in such comparable position, the duties of which he/she is qualified to perform, as will provide him/her like seniority, status, and pay rate, or the nearest approximation thereof consistent with the circumstances of his/her case.

- c) **Retirement**—The unit member, upon reinstatement, shall submit to the MCPS Retirement System an official verification of the length of military service.

## 2. **Military Leave for Training Purposes (Article 65, Section 42, of the Annotated Code of Maryland)**

- a) **Eligibility**—A unit member who is a member of the National Guard or of the U.S. Armed Forces Reserves and who is required by the laws of the United States or of Maryland to report for a training period, shall be eligible for a grant of military leave for training purposes not to exceed 15 calendar days per school year.
- b) **Application Procedure**—Application for military leave for training purposes shall be made in advance, immediately upon receipt from the appropriate military authorities of official notice to report. A copy of the official orders must accompany the application for leave, which must be approved by the appropriate official and the superintendent or designee. When possible, military leave for unit members with less than 12 months of responsibility shall be arranged during nonduty periods. The superintendent or designee may request a change in military orders when it seems to be in the best interest of the school system.
- c) **Pay Status During Leave**—All unit members who are members of the organized militia or the Army, Navy, Air Force, Coast Guard, or the Marine Corps Reserves shall be entitled to leave of absence without loss of pay on all days during which they shall be engaged in field or coast defense or other training ordered or authorized under any law of Maryland or of the United States, during such time as they are on inactive duty training, for not more than 15 days annually, provided, however, if any members of the organized militia are ordered to active duty under authority of the governor, they shall be entitled to leave of absence without loss of pay for such time they actually serve under such active duty orders in addition to the 15-day period specified above.

## **K. Salary and Leave Benefits for Conscientious Objectors**

1. There are two classes of conscientious objectors:
  - a) Class 1 O, who does not enter the military service but fulfills his/her selective service obligation by working for 24 months in an institution approved by the state in which he/she resides, and who is not entitled to veterans' benefits, and
  - b) Class 1 A-O, who enters the armed services but does not bear arms, is subjected to the same hazards as the regular service person, and, upon discharge, is entitled to all veterans' benefits.
2. Unit members who are conscientious objectors and who are Class 1 O shall not be given credit on the salary schedule for this type of service at the time of employment.
3. A unit member who is Class 1 O, who is drafted and enters this type of program, shall be given Leave for Unusual and Imperative Reasons and, upon release from his/her obligation, shall be reinstated at the same or comparable position at the same salary step and in the same status as at the time his/her leave began.
4. Unit members who are conscientious objectors and who are Class 1 A-O shall be entitled to all provisions of the salary plan and military leave policies.

## **L. Leave for Family Bereavement**

A unit member shall be allowed a maximum of five days of absence without loss of salary upon the death of a child, parent (natural, foster, step, or in law), brother, sister, husband, wife, or of anyone who lives regularly in his/her household. A unit member shall be allowed a maximum of two duty days of absence without loss of salary upon the death of a brother-in-law, sister-in-law, son-in-law, daughter-in-law, grandparent, grandchild, or spouse's grandparent. In the event of unusual travel or personal obligations in connection with the use of bereavement leave, additional leave days may be granted by the Leave Administration Team in the Employee and Retiree Service Center.

## **M. Political Leave**

Leaves of absence for political activity without salary, including candidacy for political office or holding public office, shall be arranged with the following rules:

1. Unit members engaging in political activity shall make it clear that their utterances and actions are theirs as individuals.
2. Leaves of absence shall be requested in writing.
3. Leaves of absence for campaigning and holding office may be arranged for a definite period. If the candidate is not elected, he/she shall be returned to his/her position immediately.

4. Leave may include voter registration, election day duties, or other political responsibilities.

**N. Civil Leave for Juror or Witness Service**

Upon approval of the superintendent or designee, a unit member who is subpoenaed as a witness in a civil or criminal case, or is called and serves on a jury, may be granted paid leave for that period of time he/she is unable to report to work. Application for leave must be made in advance and submitted with a copy of the subpoena. The unit member shall transmit any monies received from such assignment other than those used for personal expenses (e.g., travel) to the Board of Education.

**O. Compensatory Leave**

Unit members shall not earn or be granted compensatory leave.

**P. Leave for Emergency Closing of Schools and/or Central Office**

When schools are closed because of inclement weather or other emergency reasons, 12-month unit members are expected to report or remain on duty; all 10-month unit members are granted emergency leave automatically.

When all schools and the central offices are closed because of inclement weather or other emergency reasons, 12-month unit members designated as emergency personnel are expected to report or remain on duty unless directed not to do so by the superintendent or designee. Appropriate local site staffing levels in emergency situations will be determined by the supervisor in consultation with the appropriate local work leader. All others are automatically granted emergency leave.

In school years when there are more emergency days lost than permitted by the school calendar, those excess days must be made up at times specified by the superintendent or designee. All 12-month personnel are expected to report for duty when schools are closed, or take annual leave, unless the superintendent or designee has announced that the central office is closed.

**Q. Leave for Unusual or Imperative Reasons**

Employees may be granted leave by the superintendent or designee for unusual or imperative reasons at no loss of pay, or at loss of full pay when no other leave is applicable. Approval must be secured before the absence occurs.

**R. Personal Leave**

1. All unit members may be granted up to four days per year for personal leave. A written request for the intended absence shall be submitted to the principal or appropriate official at least one day prior to the expected absence. No specific reason for such personal leave shall be required or solicited. Personal leave, if granted, must be used only to conduct personal business of a nature that cannot be scheduled on any nonduty day. Personal leave will be granted only when the immediate supervisor determines that

adequate provisions for continuing the instructional/operational program can be made. In cases of emergency, the appropriate official shall be notified prior to the start of the duty day to be taken off.

2. The rules regarding personal leave shall be as follows:
  - a) Requests for personal leave shall be made in writing.
  - b) Leave immediately before or after a holiday, vacation, or staff development day may be requested for reason from the school principal or appropriate official.
  - c) Up to two personal leave days may be carried over from year to year, i.e., personal leave may accrue to a maximum of six days. The remainder of unused personal leave shall be transferred to accumulated sick leave at the end of the school year.

#### **S. General**

Except in those cases where the superintendent or designee has the right to grant the leave, the superintendent or designee shall have the right to recommend to the Board of Education that a leave of absence be granted with loss of substitute pay, without pay, or with pay or to recommend that the leave be denied.

#### **T. Procedures for Short-and Long-Term Leave (non-FMLA)**

1. When the leave is of short duration, and not longer than 60 consecutive duty days, a substitute may be employed and the position held for the return of the unit member. Use MCPS Form 430 1 for short-term leave.
2. Unit members wishing leave in excess of 60 consecutive duty days for a period not to exceed 18 months must use MCPS Form 430 1 for long-term leave without salary. The unit member's position will not be held for his/her return.
3. Unit members who are eligible for annual leave will be allowed to use any earned leave in their accounts after approval by the principal or appropriate official. The 60-day or 18-month period shall include the period of annual leave if used.
4. Unit members must request these leaves in writing to the appropriate official at least 30 duty days in advance of the intended leave.
5. Unit members may elect to have continued participation in the MCPS Employee Benefit Plan by assuming the full cost of the premiums while on leave without pay. Contributions to the Employee Benefit Plan will be payable monthly to the Board of Education in accordance with MCPS procedures. Failure to make payments in accordance with MCPS procedures will result in cancellation of benefits. Retirement contributions, if any, may be paid monthly to MCPS, or the total of such contributions, plus interest, may be paid at the time of return from leave in accordance with MCPS procedures.

6. In order to return from leave, the unit member shall submit a request in writing to the associate superintendent for human resources at least one month before the date the employee desires to be reassigned. If a unit member is offered an assignment for which the unit member is qualified at the same pay grade and the assignment is refused, the unit member will have to resign or be terminated.
7. Unit members who are not working, are not in a leave status which qualifies for the Board of Education contribution toward benefits, and are not under FMLA protection, shall be responsible for paying the full cost of employee benefits. Failure to pay shall result in loss of benefits.

## Article 13

# WORKING HOURS AND WORK LOAD

- A. The regularly scheduled work week shall not exceed five days. The regularly scheduled workday shall not exceed eight hours in addition to a daily duty-free lunch period. Starting and dismissal times will be assigned by the principal or the appropriate director. However, no change in starting and dismissal times in excess of two hours will be made without the concurrence of the Union and the affected unit member. Such change in assigned schedule may occur no more frequently than one time each school year. This limitation will not apply where the entire shift of the position assignment is changed. By mutual agreement between the Board and the Union, the work hours or work week for an employee or group of employees may be modified to exceed five days per week or eight hours per day.

The parties recognize the desirability of providing employees in the bargaining unit who work less than 40 hours per week the opportunity to work an optimal number of hours per week consistent with the operating needs and efficiency of the school system.

- B. Except for bus operators and bus attendants, the workday for 40-hours per-week unit members shall consist of eight hours of work within eight and one half consecutive hours, unless the workday has been modified as indicated in Section A above. The workday for unit members working less than 40 hours shall also consist of regularly scheduled consecutive working hours exclusive of duty-free lunch periods when applicable. Starting and dismissal times for bus operators and bus attendants will be assigned by the director of transportation. Nothing shall prevent a unit member from voluntarily requesting an exception to this section.

The transportation department will undertake a review of schedules and assignments for the purpose of reducing the length of the downtime periods.

- C. 1. Notwithstanding the above, the Board may implement modified work weeks for central office safety and security personnel, not to exceed 40 regularly scheduled hours in a six-day week (Saturday, 12:01 a.m., to Friday, 12:00 p.m.). Time worked in excess of 40 hours in a modified work week shall be overtime and paid at one and one half the unit member's regular rate of pay. Such a modified work week may be implemented by mutual agreement between the principal and the employee for school-based safety and security personnel. No such employee shall suffer retaliation for not agreeing to a modified work week.
2. Notwithstanding Sections A and B above, there may be times when the nature of work performed by certain unit members (career information counselors, social services assistants, family day care team manager and quality control assistant in food services, transaction assistants in the Employee and Retiree Service Center, and resource conservation assistants) requires them to perform work periodically that does not fall within the regularly scheduled workday. Such operational needs are normally foreseeable and occur infrequently. These operational needs may be accommodated through previously determined adjustments of the employees' work schedule(s) for the pay week in which the activity occurs. The schedule adjustments should be made as much in advance as possible, preferably at the beginning of each semester, with volunteers being called upon first. Such adjustment may, if the unit member has volunteered to do so, include more than 8 hours in a day, not to exceed 10 hours of work time, without overtime payment, as long as the total time worked in a workweek does not exceed 40 hours. Any time worked in excess of 10 hours in a day, or 40 hours in a week, will be at the overtime rate. Whenever possible, the schedule adjustment for any individual employee will be determined collaboratively between the unit member and his/her supervisor, giving full consideration to regular program needs and the unit member's preferences, including obligations outside the member's normal work hours.
3. Requests for approval for application of the procedure specified in Section C.2 above for employees in other positions that are later identified as being similar in nature to the positions referenced in Section C.2 above may be made to the Joint Labor/Management Collaboration Committee.
- D. 1. A unit member who is requested by an appropriate official to report back to work after the unit member's normal workday or to report to work on a nonscheduled workday, except as indicated in Section C.2 or C.3 above, shall be credited with a minimum of three hours of work. However, time worked immediately before or immediately after the unit member's regularly scheduled hours is not considered call back work and only the actual work time is reported.

2. When a unit member is directed in writing by a supervisor to remain at home and be ready to report for work when called, that unit member shall receive three additional hours straight time pay for each day on such standby basis.
- E. 1. In regard to systemwide delayed opening, 10-month school-based unit members will begin work 20 minutes before the scheduled student starting time on said day without loss of pay.
  2. In regard to systemwide early dismissal, the same school-based unit members may leave as soon as all students and teachers with whom they work directly are off the school premises.
  3. The principal of any school may require any unit member in Section E.1 to be on duty for the normal duty day if he/she is needed. Only the principal will determine such need.
- F. If the entire school system (including the central office) is closed at the order of the superintendent or designee, those employees who are required to work on an emergency basis will be paid at their applicable straight time rate for the hours they work while the system is closed. This payment will be over and above the payment they would have received had they not been required to work. Where schools are closed after food service employees report to work, they will be paid at the applicable straight-time rate for the hours worked, in addition to emergency leave as provided in Article 12, Section P.
- G. School-based unit members and maintenance employees who are required to report to work at the beginning of their shift or remain at work until the end of their shift on days of delayed opening and early closing of schools shall receive one hour pay in addition to their regular pay. It is understood this additional payment to maintenance employees will apply only when the required work to be performed is related to the reasons for the delayed opening or early closing.
- H. Ten-month food service employees, educational assistants, media assistants, and office employees will be notified by the closing of the school year of their next year's starting date and assignment, subject to the right of MCPS to make changes in such assignments whenever circumstances require, especially in the case of educational assistants.
- I. The duties or work required of a unit member will not be increased unreasonably above those normally required because of staff shortages or schedule reductions.
- J. MCPS will provide reasonable and customary work breaks for full-time unit members unless such breaks are not feasible. Every one of such unit members is entitled to receive such breaks routinely, but it is recognized that circumstances may occasionally make them not feasible. The supervisor will notify the unit member of break arrangements and discuss the personnel and

operating priorities that relate to breaks with the unit member. A reasonable and customary work break would normally mean a work break of 10 to 15 minutes during the first 4 hours of work and, for an employee who works 7 hours or more, another similar work break during the last 3 or 4 hours of work.

- K. Secretaries shall be compensated for time spent outside their normal work hours calling teacher substitutes.
- L. Unit members may not work additional hours beyond their regularly scheduled work time without proper supervisory authorization. In emergency circumstances, where it is not possible to obtain prior authorization, unit members may perform the emergency work and shall pursue proper supervisory authorization as soon as practical. However, no unit member shall be required, pressured, or permitted by the supervisor to work additional time without appropriate compensation. This provision shall not apply to Fair Labor Standards Act exempt employees who work more than 40 hours in a regularly scheduled work week.
- M. The appropriate supervisor shall assign priorities to the work of a bargaining unit member whenever the employee so requests.
- N. As part of the performance review process or at the request of an employee, the appropriate supervisor shall review and discuss work assignments, priorities, and expectations with the unit member.
- O. Annually, MCPS will inform all unit members and supervisors regarding the responsibilities and proper procedures for requesting authorization to work and compensation for work beyond a unit member's regularly scheduled hours.

## Article 14

# PROHIBITION OF VOLUNTEER WORK

Except in emergency situations and except for the type and amount of work which by past practice has been performed by volunteers, no bargaining unit work shall be performed by anyone other than an employee in the unit. Volunteers will not be used to take over the duties of any unit member. MCPS shall provide the Union annually a report on the status of the volunteer program to be submitted by the coordinator of volunteers.

## Article 15

# REDUCTION IN FORCE

- A. **Authority**—The Board of Education of Montgomery County retains the right to reduce its force, and its decisions on such reduction are not subject to the grievance procedure.
- B. **Notice**—No reduction in force shall be implemented without 15 duty days' notice to the employee and 25 duty days' notice to the Union, during which MCPS shall consult with SEIU Local 500 on the reduction in force.
- C. **Definition**—Reduction in force (RIF) shall mean an action resulting in a unit member being terminated from MCPS for reasons other than disciplinary.
- D. **Procedure for Reduction**—When a reduction in staff within a given classification occurs, the determination of those who are to be released will be in the following order:
1. Probationary employees to be laid off first.
  2. If further reductions are needed, those unit members with less than four years' service whose two most recent performance evaluations have been unacceptable and/or below average will be laid off next.
  3. If still further reductions are required, seniority (as defined below) will govern, with the least senior unit member to be laid off first.
- The foregoing procedure will be applied on a systemwide basis and seniority is defined as length of continuous service with MCPS.
- E. **Recall**
1. Unit members whose services have been terminated because of a reduction in staff shall, for a period of two years, receive priority consideration for reemployment if they so desire and when MCPS decides to fill vacancies. The recall will be in the inverse order of force reduction. If a unit member is notified of recall to a reasonably approximate position for which the unit member qualifies and refuses the assignment, the unit member will lose the right to further recall.
  2. In the event that a unit member does not desire at the time of termination to be placed on the list for priority consideration, he/she shall receive full payment for all earned unused annual and sick leave and will lose the right to recall. For those terminated unit members having two full years of service but less than six years of service, they will receive, in addition, one half month's salary for each year of creditable to MCPS service. For those terminated unit members having six or more years of service, they will receive, in addition, one month's salary for each year of creditable to MCPS service up to a limit of 12 months' salary.

- F. Any unit member who is terminated due to a RIF may be placed on leave without pay for the six months immediately following the last duty day and may choose to continue membership in the MCPS health benefit plan in which the unit member is enrolled by paying the full cost of membership in such plan during those six months. If the member is not recalled, or refuses an assignment before the end of the initial six month period, the leave without pay and the membership in the MCPS health benefit plan is terminated automatically.
- G. A nonbargaining unit employee may not exercise seniority rights to bump into or be placed in a SEIU Local 500 bargaining unit classification during a time of a RIF affecting that classification or while there are unit members on active recall status who are eligible for work in such classification.
- H. It is the goal of the parties to avoid layoff of unit members to the extent possible. The superintendent or designee will attempt to provide a period of retraining for nonprobationary unit members so that they can be placed in positions for which they would not otherwise qualify without such training.
- I. Any action taken under the foregoing provisions, except for the decision referred to in Section A, shall be grievable under Article 6.

## Article 16

# POSITION DESCRIPTIONS

- A. Upon request, each unit member will be provided with an accurate description of his/her duties or responsibilities in the form of a class specification.
- B. A copy of a unit member's class specification will be included in each employment package to be distributed during orientation.
- C. Any unit member dissatisfied with an adverse reclassification that results in a pay reduction or downgrading may appeal directly to the superintendent or designee whose decision shall be final. A unit member assigned to a lower grade classification as a result of a reclassification will be placed on the lower pay grade without reduction in pay. When the same rate of pay does not exist in the lower pay grade, the unit member's hourly rate of pay will be red circled, which will remain in effect for no more than three years from the effective date of the reclassification action. The unit member's anniversary date for step increases will not be affected.
- D. The SEIU Local 500 shall be notified in advance when a classification action is to be taken that reduces the pay or pay grade of a unit member.

- E. Upon the request of SEIU Local 500 and at mutually agreeable times, a member of the classification staff will meet with a representative of SEIU Local 500 to discuss classification matters.

## Article 17

# DISCIPLINE AND DISCHARGE

- A. A suspension, demotion, discharge, or other disciplinary action may only be taken against unit members for proper cause. Suspension, demotion, and discharge will be handled in accordance with the procedures of Sections C and D below. Any meeting where an employee is notified of such action shall be delayed a reasonable length of time, not to exceed two duty days, in order to allow for the Union representative to attend if the employee so requests.
- B. Any suspension of a unit member for the purpose of investigation shall be with full pay. Normally, such investigations will be completed within five duty days.
- C. Written notice of charges with specifications will be given to the affected unit member at the time the disciplinary action is taken. Prior to acting upon a recommendation for discharge or suspension in excess of five duty days, the deciding official shall offer the affected employee the opportunity to make a statement on his/her behalf personally or in writing. Where the employee elects to make the statement in person to the deciding official, a Union representative may be present.
- D. The parties agree that the foregoing sections will be subject to binding arbitration for questions involving due process only as permitted by law.

## Article 18

# DUES CHECKOFF

- A. As unit members individually and voluntarily authorize the Board of Education of Montgomery County, the Board agrees to withhold organizational dues or agency fee and other properly authorized deductions from the unit member's wages and to transmit such funds to the SEIU Local 500 headquarters. The Board will include the name, school, office, or department where the unit member is located, and the amount of each deduction.
- B. Dues or agency fee will be deducted in equal payments during the term of this Agreement, beginning on the first full pay period following the receipt of the individually signed authorization by the Employee and Retiree Service Center. This deduction will remain in effect for the term of this Agreement

or until the deduction is canceled in writing by the employee to SEIU Local 500 and the Employee and Retiree Service Center on or before September 10 of any school year.

- C. The amount deducted from a unit member's wages during the term of this Agreement will be for the total dues, and each individual must authorize the deduction by authorization form signed by the unit member that such deductions shall be at the current rate. SEIU Local 500 shall certify to the Board in writing the current rate of dues and agency fee by the effective date of this Agreement. If this certification is not received by the Employee and Retiree Service Center, no deduction will be made.
- D. The right of dues checkoff in this Article shall be granted exclusively to SEIU Local 500.
- E. SEIU Local 500 shall indemnify and save the Board harmless against any and all claims, demands, suits, or any other forms of liability that shall rise out of or by reason of action taken or not taken by the Board for the purposes of complying with any list, notice, form, card, or assignment furnished under any such provisions.

## Article 19

# FILLING OF VACANCIES

- A. A vacancy is defined as an open position within the bargaining unit which the Board has decided to fill on a permanent basis.
- B. Vacancies in the unit will be publicized in the MCPS *Bulletin* or Management Memo, and the vacancy database for paraeducators, as appropriate, immediately following the decision to fill such positions. The announcement will include a statement of the basic qualifications required for the position. Applicants will be required to complete and submit in writing all qualifying evidence and take any required tests within six and one half working days following the announcement of the vacancy.
- C. The announcement and application procedures contained in Section B above shall not be applicable to the filling of those vacancies involving large numbers of positions and people at the same time.

The announcement and application procedures contained in Section B above shall also not be applicable to the positions of bus operator and bus attendants. These positions will be filled from a list of applicants who have completed successfully the approved training program, subject to the prior observance of the procedures stated in Article 37 (Transportation), Section G.

- D. Bargaining unit positions will be designated as either senior qualified (SQ) or best qualified (BQ) positions. The SQ and BQ designations that have been

in effect prior to this Agreement shall continue in effect. The Union will be consulted with regard to this designation prior to any change in designation and when new bargaining unit positions are created.

- E. In the filling of all SQ vacancies other than those that arise under Section C above, the principal or other appropriate administrator will select from among the three most senior qualified applicants for the position.
- F. Qualifications for all positions will be as determined by the Board. A list of required qualifications, including any additional requirements specific to a particular vacancy, will be available at the time the position is advertised and provided to a unit member or the Union upon request.
- G. For the purposes of filling SQ vacancies, seniority shall be defined as length of continuous service with MCPS. Employment in a temporary position shall not be considered in determining seniority, except as provided in Article 2, Section C.3.
- H. A list of requirements and advertised preferences used in determining “best qualified” (BQ) candidates for BQ vacancies (the Office of Human Resources’ screening criteria chart) will be made available at the time the position is advertised to a unit member or the Union upon request.
- I. A maximum of 10 applicants will be referred for interview for BQ vacancies. Ties for final position(s) for referral to be interviewed will be broken using MCPS seniority as the determining factor.
- J. Lateral transfers and promotions will not normally be approved for a) personnel who are to be evaluated for permanent status in MCPS or current position or b) personnel who have transferred once in the current fiscal year, unless the vacant position allows an increase in hours or months.
- K. A current, part-time employee in the school in the same job classification shall be given priority consideration on a seniority basis for additional hours assigned to a school that are not part of a new or vacant position if the current employee is available for work at the time the additional hours are needed. A current part-time employee in the same school in another job classification will be considered for such hours when appropriate, prior to applicants from outside the school. However, no employee may be assigned more than 40 hours per week.
- L. MCPS experience will be given positive consideration in selection for positions. When two finalists are determined to be equally qualified, the internal candidate will be given preference for selection.
- M. All persons who have applied for a specific vacancy other than paraeducators will be notified if they are not selected and will be given the reason or reasons why they were not selected. Non-selected BQ candidates who have interviewed for a position may contact the administrator/designee within two weeks of notification for specific feedback. Content of the feedback related to strengths

and weaknesses is not grievable. If an applicant for a paraeducator position has not heard from the administrator within 14 days after the advertisement period has ended, the applicant may assume that he/she has not been selected for the interview. BQ candidates who have not been selected to interview for a position may contact the Office of Human Resources within two weeks to get information about why they were determined not to be qualified or not selected to interview.

#### N. Paraeducators

1. SEIU Local 500 will have the opportunity to be involved in the development of the superintendent's operating budget in the fall, which will include providing input regarding the various staffing formulas for paraeducators. When the initial allocation of positions to schools is made, the union will be notified of the school-by-school allocations.
2. Principals will communicate with paraeducators during the paraeducators' workday about the allocations and the process for deciding on positions for the following school year as soon as possible, but no later than three weeks (excluding spring break) after the principals have received the initial allocations. Paraeducators will have an opportunity to provide input to the principal and indicate preferences for the following year.
3. In a school where one or more paraeducators' hours have been reduced for the following school year, and where there are available lunch-hour aide hours, and where the paraeducator(s) can be available at the appropriate time, lunch-hour aide time may be offered to the paraeducator(s) for one year only at the paraeducator's regular rate of pay. When there are more paraeducators in a school desiring such accommodation than there are hours available, adjustments will be made in order of seniority.
4. Paraeducators who are involuntarily transferred will be notified by May 15. Circumstances beyond the principal's control may necessitate further changes during the summer months. A six-week voluntary transfer process shall commence no later than May 15 of each year. Although paraeducators will be allowed to transfer during this period, they will not be allowed to increase their hours but will be allowed to voluntarily decrease their hours. In addition, promotional opportunities into paraeducator positions will not be allowed during this period, with the exception of paraeducators moving into special education paraeducator positions. Hiring from outside or from current temporary employees will not be allowed.
5. An involuntary transfer meeting will be held and paraeducators will be provided the opportunity to submit their preferences. Vacant positions will be maintained on the MCPS Web site by the Office of Human Resources during the period of involuntary transfers in the summer. All involuntarily transferred staff will be assigned by the beginning of the school year.

6. The paraeducators whose hours have been reduced and who wish to have them restored will have priority placement to another paraeducator position that will restore their hours.
  7. Individuals who are interested in applying for a vacant paraeducator position listed on the vacancy database should apply directly to the school. Candidates who are not selected can request from the school administrator the reasons why they were not selected.
  8. The parties have collaboratively developed a process for implementation of this Article. This process shall be reviewed on a periodic basis.
- O. The provisions of this Article may be suspended by agreement of the Board and the Union where considered desirable by the parties to rectify or correct a specific personnel matter.
- P. During the life of the Agreement, a committee composed of an equal number of representatives of MCPS and the Union shall review the procedures followed for filling vacancies and making administrative placements and will advise the superintendent or designee regarding suggested improvements for these procedures.

## Article 20

# RIGHTS OF THE UNION

- A. 1. The SEIU Local 500, as exclusive representative of supporting services employees, has the right to present its views to the Board of Education, provided a mutually acceptable agenda and time can be arranged.
2. The Board of Education recognizes that the officers of SEIU Local 500 elected representatives, and stewards, not to exceed two per school and not to exceed four each in the Carver Educational Services and Lincoln Centers, are authorized to act for the Union, as are staff representatives. Union matters will be conducted at times least disruptive to school system business.
3. SEIU Local 500 agrees to supply the Board of Education in writing and maintain on a current basis the names of Union officers. Also, the Union agrees to supply appropriate administrators with the names of representatives who are authorized to act on behalf of SEIU Local 500.
4. Either the president of SEIU Local 500 or designee, or the director of association relations may request conferences for the purpose of considering problems of the administration of this Agreement or other issues of mutual concern. Such conferences may be held at a mutually agreeable time and after an agenda has been agreed upon. These conferences may result in

- continuing labor/management committees at the department, division, or facility levels.
5. The Union's Executive Board will meet with the superintendent or designee at least quarterly during the term of this Agreement to review and discuss matters of mutual concern.
  6. a) The president of SEIU Local 500, if an employee of MCPS, will be granted leave during the term of this contract.
  - b) The president of SEIU Local 500, if an employee of MCPS, will, on a fully reimbursable basis at no cost to MCPS, be paid by the Board and covered under the appropriate retirement plan and the employee benefit package plan. The employee and employer costs for both retirement and the employee benefit package will be paid by the Union.
  - c) The president of SEIU Local 500, if an employee of MCPS, will have the right to receive salary increments as provided by the policies and procedures of the Board of Education, which will be the same as if the president had remained in the position from which leave was granted. Upon return to MCPS employment, the president will be granted credit for service with SEIU Local 500 toward the rate at which annual leave is earned. Annual and sick leave may not be used or earned while on leave.
  - d) Union officers, representatives, or stewards will be permitted to draw on a bank of 2,000 hours for external or internal Union business. If negotiation meetings are called during the regular workday, the members of the SEIU Local 500 negotiating team, numbering no more than 13 unit members, will have their leave charged to the leave bank to permit their participation. The leave shall be granted in terms of hours rather than days. Leave will be granted in accordance with the current procedures.
  7. SEIU Local 500 and the Board of Education agree that all Union and Board representatives at all levels will be informed properly with respect to the Board resolution certifying SEIU Local 500 as the exclusive representative of unit members, applicable rules and regulations concerning unit members, and the provisions of this Agreement.
  8. The Board shall not discriminate against any unit member with regard to his/her membership or nonmembership in the Union. SEIU Local 500 shall not discriminate against any unit member of the Board with regard to the terms or conditions of membership in the Union because of race, color, sex, age, or national origin.
  9. The SEIU Local 500 headquarters is to be a regular Pony stop.

10. The Union will be mailed a copy of the official Board agenda prior to each meeting and a copy of the official Board minutes after approval by the Board.
11. Bulletin board space shall be provided in each school and central office building for display of Union notices, circulars, and nonpolitical materials. Copies of all material to be placed on the bulletin boards must be given to the director of association relations and the school principal or the deputy superintendent for display in nonschool buildings. Use of the bulletin boards to display materials detrimental to the goals and activities of the Board of Education of Montgomery County is expressly prohibited.
12. SEIU Local 500 will be authorized to use the interschool mail facility to communicate with management and/or unit members about issues related to this Agreement and employment matters with MCPS. Printed materials or literature indicating the Union's position concerning any candidate for public office may not be distributed through the interschool facility. Use of the facility to distribute material detrimental to the goals and purposes of MCPS or material in violation of the law is expressly prohibited. Such use will be in accordance with procedures established by the superintendent or designee. Violation of this section will result in loss of use of the facility for the remainder of the period of the Agreement.
13. The Union will be provided with names, school or central office assignment, and classification of all new permanent and conditional unit members as they are hired.
14. The Union will be provided 10 minutes to speak to new employees during each orientation program.
15. SEIU Local 500 will have the right to use school buildings for any legal purpose without cost for meetings with the unit members of such buildings. In addition, it will be privileged to schedule in school buildings, without cost when building service staff is normally on duty, meetings of more than one school's unit members or their representatives one or more times per month. Any damage in excess of normal wear will be paid for by the Union within 30 days of said damage. Nonpayment will result in abrogation of subject Article, Section A.15.
16. SEIU Local 500 will be provided with 10 copies of the MCPS Directory without cost to the Union, and 10 copies of each issue of the regular Union newsletter or comparable Union publication will be provided without cost to the director of association relations.
17. The rights granted exclusively to SEIU Local 500 are Sections A.4, 5, 9, 12, 13 and 14 and will not be granted to any other employee organization having supporting services employees as members.

18. Appropriate SEIU Local 500 representatives may process official grievances in a manner least disruptive to school system business only after receiving approval from the appropriate administrator to leave his/her job or assignment. SEIU Local 500 officials and representatives may not conduct Union business on work time.
19. The Union agrees that it will represent all employees fairly within the terms of this Agreement.
20. A computer run of all unit members will be supplied annually to the SEIU Local 500 headquarters. This run will include the following:
  - a) The name of the unit member
  - b) The school or office to which he is assigned
  - c) The job classification to which he is assigned.

#### B. Agency Shop

1. Unit members shall have the option of joining SEIU Local 500 or have imposed, as a condition of employment, a service fee by the SEIU Local 500 each month in an amount equal to the regular monthly membership dues required of Union members. This agency shop provision only applies to unit members described as full time in Article 2, Section B.3. No unit member who works less than 20 hours per week will be required to pay such fee. This provision is for the term of this Agreement and applies only to those unit members employed on or after July 1, 1978.
2. Service fees uniformly required as a condition of employment shall be authorized for payroll deduction or paid directly to SEIU Local 500 by the employee. Any employee who elects to pay directly shall be deemed to meet the conditions of this Article, so long as he or she is not more than 60 days in arrears of payment of such fees.
3. If any provision of this Article is or becomes invalid under federal or state law, said provision shall be invalid or modified to comply with the requirements of said federal or state law.
4. SEIU Local 500 shall indemnify and save the Board harmless against any and all claims, demands, suits, or any other forms of liability that shall rise out of or by reason of action taken or not taken by the Board for the purposes of complying with Article 20.
5. This agency shop provision shall not be applicable to any employee who is a member of a religious organization, the established tenets or teaching of which oppose its members joining or financially supporting any collective bargaining organization, and who shall pay an amount of money equivalent to the Union's regular monthly membership dues to a nonreligious, nonunion charity or to such other charitable organization as may be mutually agreed upon by the employee and the Union to which such employee would otherwise be required to pay service fees, and

who furnishes to the Board and SEIU Local 500 written proof of such payment.

6. A unit member who is “terminated” from a position in the unit but who nevertheless remains in the unit shall have his or her authorized payroll deduction of dues or agency shop fees continued without interruption.
7. Nonbargaining unit employees who are transferred or placed in the unit on or after the effective date of this Agreement shall have the option of joining SEIU Local 500 or have imposed, as a condition of employment, a service fee by the Union each month in an amount equal to the regular monthly membership dues required of Union members.

The Union will implement procedures in compliance with federal and state law, provide the Board with a copy of those written procedures, and upon request, provide Board counsel with an opinion letter from Union counsel that the Union is in compliance with federal and state law on agency shop.

## Article 21

# RIGHTS OF UNION REPRESENTATIVES TO ENTER MCPS FACILITIES

With prior clearance of the principal, duly authorized representatives of the Union shall be permitted to enter Montgomery County public schools for the purpose of performing and engaging in official Union duties and business related to the collective bargaining Agreement during nonduty time only. There may be no interruption of the work of unit members due to such visits, and representatives will adhere to the established security regulation. With the prior clearance of the deputy superintendent or the chief operating officer, the same limitations will apply in other Montgomery County public school facilities.

## Article 22

# SAFETY AND HEALTH

- A. It is the responsibility of the Board to provide safe and sanitary working conditions, including equipment, in all present and future installations, and to develop a safe work force. The Union will cooperate with and assist the administration to live up to its responsibility. The parties recognize that each unit member has a responsibility to give effect to the safety program by following the safety procedures and working to see that all safety regulations are implemented properly.

- B. Unless an observer is present, media services technicians may not climb to high places in performance of their required auditorium duties.
- C. Unit members shall not be required to check buildings for bombs. Unit members may assist bomb safety personnel.
- D. The Board shall provide employees who are required to handle or work with hazardous materials or equipment with the proper safety precautions, clothing, and equipment. Each employee will be required to take such safety procedures and use the proper clothing or equipment.
- E. No employee will be required to perform medical or medically related duties that require training unless he or she has been appropriately trained.
- F. The issue of employee exposure to friable asbestos and the issue of a prohibition of smoking by unit members in MCPS facilities, buildings, and vehicles will be submitted to the Joint Labor/Management Committee for review and recommendations to the superintendent or designee.
- G. Office Automation—Employees who operate video display terminals more than six hours each workday and who are pregnant will, upon their request, have the right to transfer immediately to another job with the Board. There will be no loss of pay, seniority, or fringe benefits because of this transfer. The employee’s return to work after pregnancy will be as provided in Article 12, Section I.
- H. Joint Health and Safety Committee—The parties shall establish a joint committee on safety and health to address safety and health issues brought to its attention by either party.

## Article 23

# EMPLOYEE BENEFIT PLAN

A. The present employee benefit plans, as contained in the booklet titled *Your Benefit Plan*, shall be maintained for the life of this Agreement, and shall not be changed except as may be recommended to the parties by the joint SEIU Local 500-MCPS Employee Benefits Committee as provided in this Article.

**B. Medical Plans**

The Benefit Plan shall include the following options:

1. Two Point-of-Service (POS) Health Plans, with differentials between in-network and out-of-network plan designs. The two plans shall be as follows:
  - a) PLAN A—The Board shall maintain the Standard Option Point of Service (POS) health plan, which is open to all unit members. The Board shall pay 90 percent of the annual premium for each unit

member enrolled in the plan and the unit member shall pay 10 percent of the annual premium for the plan.

- b) **PLAN B**—The High Option Point-of-Service (POS) Plan benefit levels shall remain the same, except as specified. This plan shall be open only to employees who were in the existing indemnity plan as of December 31, 1998, and the plan shall be closed to new enrollment. The Board shall pay 80 percent of the annual premium for each unit member enrolled in this plan and the unit member shall pay 20 percent of the annual premium for the plan.

## **2. HMOs—Health Maintenance Organizations**

For unit members who enroll in the Board of Education’s health maintenance organizations (HMOs) (or other future carriers awarded contracts through the MCPS bidding process), the Board agrees to pay a sum which is 95 percent of the annual premium. The unit member shall pay 5 percent of such annual premiums.

## **C. Supplemental Plans**

The existing dental, vision, drug, and life insurance plans shall continue to be provided, except as modified herein. Unit members will be able to select each plan independently, regardless of other plan selections. The premium cost sharing formula shall be 90 percent / 10 percent for each plan.

### **1. Dental Plans**

MCPS will contract with both a Dental Preferred Provider Organization (DPPO) and a Dental Maintenance Organization Provider (DMO) to provide dental benefits to MCPS employees. Unit members may elect annually to participate in either the DPPO or the DMO Plan. The DPPO will provide both in-network and out-of-network dental benefits.

### **2. Vision Plan**

The existing vision care insurance plan shall remain in effect.

### **3. Prescription Drug Plans**

- a) MCPS will implement a managed prescription drug plan which combines utilization review, physician profiling and case management techniques. The plan will protect a physician’s ability to make a final medical determination of the appropriate medication. The plan’s co-payment structure is designed to encourage participants to purchase prescription drugs at the most affordable price.

b) The prescription co-payment schedule will be as follows:

<b>DRUG CLASS</b>	<b>Retail</b> <i>30-day supply</i>	<b>Domestic Mail Order</b> <i>3-month supply</i>
Generic Drugs	\$5	\$0
Brand Name, Formulary List Drugs	\$10	\$10
<b>Brand Name, Non-Formulary, no generic equivalent</b>	\$25	\$25
<b>Brand Name, Non-Formulary, generic is available</b>	\$25 plus the difference	\$25 plus the difference

- c) **Generic Equivalent Rules**—Prescriptions for non-formulary brand name drugs with a generic equivalent will automatically be filled with a generic, and the participant will be charged the lower generic class co-pay. If the physician specifies to dispense as written, or if the participant opts for brand name non-formulary drugs, such drugs will be dispensed and the co-pay shall include the added difference in cost for the name brand drug over the generic drug.
- d) **Formulary Drug Class** (a.k.a. “Primary Drug Class”) is a list of preferred brand name medicines that have been reviewed and selected by the pharmacy benefit manager’s “Pharmacy and Therapeutics Committee” of practicing doctors and clinical pharmacists for their safety, quality and effectiveness.
- e) **Drug Class**—Maintenance medications are drugs usually prescribed to treat conditions of a long-term or chronic nature such as diabetes, arthritis, or high blood pressure. Drugs are classified according to therapeutic category and those drugs that are considered as maintenance medications under the plan are identified through the pharmacy benefit manager. Two initial 30-day prescriptions for maintenance drugs may be filled at a retail pharmacy. Following that, maintenance drugs must be filled through the mail-order pharmacy. If such subsequent maintenance drug prescriptions are purchased at a retail pharmacy, the plan shall only pay as much as it would have if the drug had been purchased mail-order—and the participant shall pay the difference. Participants may choose to continue purchasing their maintenance drugs in 30 day prescriptions at a retail pharmacy beyond the first two months. If they do, the co-pay shall be the mail order co-pay for a 30-day supply plus the added difference in cost for the retail maintenance drug over the plans cost for purchase of a 30-day supply of the maintenance drug through the mail-order pharmacy.

- f) **Biotech Drug Class**—Certain newly patented, high-cost, bio-engineered drugs are to be bought in the most cost-effective way. The plan design shall include a specialty mail-order pharmacy for biotech drugs. The Joint Employee Benefits Committee will have responsibility for continuing to seek out ways to purchase biotech drugs at the lowest possible cost.
- g) If a doctor certifies that it is medically necessary to prescribe a brand name drug (for example, if the participant has an allergic reaction to the generic equivalent), the co-pay on brand name drugs filled through the mail order program will be the applicable brand name drug co-pay: either formulary or non-formulary non-generic.
- h) Network pricing at pharmacies participating in the network, and through the mail order pharmacy, shall be made available to plan participants to purchase medical supplies not covered by the plan but negotiated through the network. The co-pay for such supplies shall be 100 percent of the network discounted cost.
- i) Participants in the Kaiser HMO shall have their prescription coverage provided by Kaiser in conjunction with their medical plan. The co-pays shall be \$5 for all prescriptions at Kaiser pharmacies (including mail-order) and \$10 at other participating pharmacies (including Giant, Safeway, and CVS).

#### 4. **Life Insurance**

- a. The Board will provide eligible unit members with the opportunity to purchase additional term life insurance in an amount equal to one times annual salary, during the initial benefit eligibility period. An eligible unit member who does not purchase additional term life insurance when first eligible may do so during future open enrollment periods provided he or she meets insurance company underwriting requirements. The unit member will pay the full cost of additional life insurance purchased under this provision.
- b) The Board will provide eligible unit members with the opportunity to purchase additional dependent life insurance in an amount equal to \$10,000 for a dependent spouse and \$10,000 for a dependent child, during the annual open enrollment period or when the unit member first becomes eligible for dependent life insurance coverage. An eligible unit member who does not purchase additional dependent life insurance when first eligible may do so during future open enrollment periods, provided their dependents meet insurance company underwriting requirements. The full cost of dependent life insurance purchased under this provision will be paid by the unit member.

**D. Dual-Employee Households**

Whenever a husband and wife are both employed by MCPS and eligible to participate in the Employee Benefits Plan, one of the following enrollment options will be available:

1. Each may choose to be covered separately under a single plan.
2. One employee may choose medical coverage which would include his/her spouse as a dependent. The other may enroll in any other benefit plan, but not in a medical plan.
3. If one employee chooses a plan covering other dependents, the other may enroll in a single plan. In no event will any employee or dependent be covered by two MCPS plans.

**E. Domestic Partner Coverage**

Health plan coverage shall be available to same-sex domestic partners of unit members.

**F. General Liability Coverage**

The Board agrees to continue to carry a comprehensive general liability policy in which employees are named insureds while acting within the scope of their duties with limits of liability at not less than \$1 million.

**G. Tax-Deferred Annuities & Deferred Compensation Plans**

Unit members will be eligible to participate in the currently available tax advantaged salary deferral (403b and 457) plans. Forms will be available from the plan vendors and in some cases at the Employee and Retiree Service Center (ERSC). The ERSC and its Web site shall contain the contact information for all vendors.

**H. Joint Employee Benefits Committee**

1. SEIU Local 500 and MCPS will participate in a multi-union Joint Employee Benefits Committee (JEBC) for the purpose of reviewing periodically the employee benefit plan. The JEBC shall be continued and shall make recommendations to the parties when warranted. Each party shall appoint three members of the committee.
2. The committee shall select and monitor the performance of the health care plan administrators.
3. It is understood that the committee shall utilize the bid process if required by state law or MCPS regulation to contract for outside services required to assist the committee.
4. The BOE shall indemnify and hold SEIU, its officers, employees, and agents harmless against any and all claims arising out of the agreements set forth in this Section and will reimburse witness costs and fees, court costs, legal fees, and lost wages incurred in defending against any such claim.

5. In recognition of the inadequacy of the Maryland State Teachers Pension the Joint Committee is also charged with developing options for enhancing the MCPS supplemental pension plan. Such options may be the subject of future negotiations between the parties.

**I. Flexible Spending Accounts**

1. The Board of Education shall establish and maintain a Section 125 plan, which includes medical reimbursement and dependent care assistance flexible spending accounts, and premium conversion.
2. The Board shall provide an annual matching payment of up to the first one hundred dollars (\$100) set aside by an employee in his or her medical reimbursement flexible spending account.

**J. Retirement/Pension Plans**

The Board agrees that any modifications in the retirement and pension plan benefits will be announced 90 days in advance of the effective date of the implementation of such changes. It agrees further that the Union will be consulted about the proposed changes and will be given an opportunity to provide its views and suggestions. Unit members planning to retire should contact the Employee and Retiree Service Center as early as possible.

## Article 24

# PROTECTION OF PERSONS AND PROPERTY

- A.
1. Unit members in every school in the county may intervene in any fight or physical struggle which takes place in their presence in any school building or on the school grounds, between or among students or any other persons. The degree and force of the intervention shall be as reasonably necessary to restore order and to protect the safety of the combatants and surrounding persons.
  2. A unit member who incurs injury while thus intervening shall be compensated by the Board for necessary medical expenses resulting directly from the intervention and shall not suffer any loss of compensation for time lost from his/her school duties resulting directly from the intervention, but such compensation shall be reduced by any payments made pursuant to the Workers' Compensation law.
  3. In any suit or claim brought against the unit member because of the intervention, as provided in subsection 1 herein, by a parent or other claimant of one of the combatants, the Board shall provide legal counsel

for the unit member and shall save him/her harmless from any award or decree against him/her.

- B. Subject to a \$15 minimum, a unit member may file a claim for repair or replacement of clothing or other personal property damaged or destroyed in the performance of his/her duties, taking into consideration depreciation. Personal property possession must have been reasonable or proper under the circumstances, and the damage or destruction must not have been caused in whole or in part by the negligent or wrongful act of the employee. No damage or destruction will be compensated when it has resulted from normal wear and tear associated with day to day living and working conditions. All claims will be evaluated fairly by a small claims review board prior to its decision.
- C. Damage to a unit member's motor vehicle will be reimbursed up to the level of his/her motor vehicle insurance deductible, not to exceed \$100, provided that the unit member can produce the proof that his/her motor vehicle was damaged as a result of his/her enforcement of school regulations.
- D. The maximum reimbursement under this Article shall not exceed \$900.

## Article 25

# UNIFORMS

- A. The Board will furnish five uniforms the first year of employment. Each year thereafter, the Board will furnish three replacement uniforms to employees who elect to wear uniforms, or, at the employee's choice, a selection of uniform-related clothing from which the employee may select items of lesser or equal cost as the three replacement uniforms. The Board will designate for participating employees the available selection of clothing items, along with the cost (to the Employer) of each item. At the Board's discretion, it may make additional resources available to participating employees, to be made available among such employees on a fair and equitable basis, allowing the employees to select additional or more expensive designated uniform-related clothing. Unit members who are furnished with uniforms through this process must wear them to work. Failure to do so may result in disciplinary action. Employees shall receive a set of summer uniforms and a set of winter uniforms within the total number of uniforms agreed upon.
- B. It is the unit member's responsibility to maintain and clean the uniforms. Exceptions will be made for those classifications that, through the nature of the daily work, the uniforms become inordinately soiled and dirty. For those classifications, the Board will supply laundering. Employees in these classifications will be issued more than five uniforms initially if necessary to provide a daily change.

- C. Uniforms will be of high-quality material, design, and manufacture. A committee of four Board representatives and four Union representatives shall meet periodically at the call of either party to consider and make recommendations to the Board on the selection, problems, or issues concerning uniforms.
- D. All employees electing to wear uniforms shall be fitted during working hours.

## Article 26

# CAREER DEVELOPMENT AND TRAINING

- A. SEIU Local 500 and the Board of Education recognize the vital importance of training and education in this era of change. A well-trained, effectively functioning workforce is necessary if the Montgomery County Public Schools is to achieve its goal of providing high-quality education for every student. The Board recognizes the need for programs that will improve the efficiency of unit members in their current jobs and the importance of assisting unit members to meet MCPS employment needs along with the unit member's individual career development plans.
- B. All unit members and probationary employees who would become unit members upon successful completion of the probationary period are eligible for and encouraged to participate in service training programs designed to improve their effectiveness. The form and substance of these programs may differ widely and all unit members and probationary employees who would become unit members upon successful completion of the probationary period and their supervisors are jointly responsible for analyzing areas of job needs and then actively seeking training that will improve performance. To achieve the goal of developing and implementing a comprehensive program of in service training, the Board agrees to budget the sum of \$100,000 per year for instructional support for system designed training programs, to hire consultants, and to develop relevant programs. This sum will be administered by the Office of the Deputy Superintendent of Schools. The Career Development and Educational Improvement Committee will make recommendations consistent with Article 26, Section F.
- C. **MCPS Professional Development Training Programs**  
Professional development training programs offered by MCPS are categorized into three "Tiers":
  1. Tier 1—Mandated Training—Training that is required for employees to retain certification or licensure in order to maintain employment in MCPS and/or training required as part of a professional development plan that

the employee must complete in order to meet core competencies. Tier 1 training is compensated at the employee's normal hourly rate.

2. Tier 2—MCPS Initiatives Training—Training that is recommended or strongly encouraged by MCPS in order for employees to increase their awareness, knowledge, and/or skills as they relate to major initiatives in MCPS. Tier 2 training taken outside of regular duty hours will be paid at the rate of \$15 per hour.
  3. Tier 3—Professional Development Training—Training that can further employees' education and/or improve present job skills or qualify for other positions within MCPS. A number of professional development hours per year are allotted for unit members to participate in training of their choosing at a time that choose, including possibly during the normal work day (see Section E below). Tier 3 training taken outside of regular duty hours is not compensated.
- D. Some education and training, which can either increase unit members' effectiveness in their current positions or can assist them to prepare for other positions within MCPS, may be available through other educational institutions or agencies. Such courses usually are offered for credit at schools, adult education institutions, or other agencies. To encourage unit members to take courses that will benefit them and MCPS, either in their present positions or another position to which they aspire within MCPS, the Board agrees to reimburse unit members for 50 percent of the institutionally assessed tuition and fee cost, not to exceed 50 percent of the current cost of in-state tuition at the University of Maryland, College Park, of approved courses or vocational certification tests, up to a maximum of 9 credits or the equivalent per fiscal year. SEIU Local 500 shall be furnished, on an annual basis, with the names of employees receiving tuition reimbursement hereunder, and the amount of such reimbursement.
- E. SEIU Local 500 and the Board realize that many unit members may desire to obtain further education and training to improve present job skills or qualify for other positions within MCPS. To enable unit members to achieve this aim, the Board supports a program of released time for unit members on permanent status who work 20 or more hours per week. The unit member's supervisor and the associate superintendent of the Office of Organizational Development may authorize up to 10 percent of the unit member's monthly scheduled work time to attend classes. Travel to and from classes must be included and must not interfere with job performance or the needs of the school system.
- F. To assist unit members to utilize the opportunities in Sections B, C, and D, the Board agrees to budget not less than \$15,000 per year for the purchase of books, equipment, and other educational resource materials. The Career Development and Educational Improvement (CDEI) Committee may make recommendations concerning the expenditure of these funds.

- G. A CDEI Committee shall continue for the period of this Agreement. The committee shall be composed of three members selected by the Union and three members selected by the superintendent or designee. The CDEI Committee shall have the following responsibilities:
1. To make recommendations for new training programs and other training opportunities.
  2. To participate in the ongoing planning for the training needs of unit members.
  3. To serve in a consultant role to the Office of Organizational Development on the expenditure of funds listed in Sections B and C.
  4. To serve in a consultant role to the Professional Library on the expenditure of the special funds provided in Section E.
  5. To receive reports on the effectiveness of the Career Development and Training Program for the purpose of achieving the goals as stated in Section A.
  6. To make recommendations on training and experience desirable for various career goals within MCPS.

## Article 27

# PERSONNEL FILES

### A. **Official Personnel File**

1. Unit members will have the right, upon written request, to review the contents of their official personnel file located in the Office of Human Resources. If the unit member wishes to be accompanied by another person or a representative of the Union during such a review, that request must be entered in writing.
2. Application references for employment and promotion references from individuals not employed by MCPS will not be made available for review by a unit member.
3. Material derogatory to a unit member's conduct, service, character, or personality will be placed in his/her personnel file only if the unit member has had an opportunity to review such material. The unit member will acknowledge that he/she has had the opportunity to review such material by affixing his/her initials to the copy to be filed, with the express understanding that such initialing in no way indicates agreement with the contents. The unit member shall be permitted to attach his/her comments related to the derogatory material.

Derogatory material placed in a unit member's personnel file may be grieved under Article 6. A Union representative may review an employee's file without the employee being present if such review is authorized in writing by the employee.

Derogatory notations reflecting oral or written warnings shall not be used in support of any disciplinary or adverse action after three years from the date such warnings were issued, provided that no additional derogatory notations have been placed in a unit member's personnel file in the three-year period.

## **B. Supervisor Files**

1. A supervisor may create private files on employees that include such things as documents and notes kept for purposes of evaluation. Such a file does not constitute an official personnel file. The existence of such a file on an employee shall be made known to that employee who, in turn, shall have the right to review the file upon request and initial acknowledgment of each item entered in the file. After an employee's performance evaluation has been completed and upon the employee's request, documents and notes kept in the supervisor's file for more than three years regarding that employee shall be removed and discarded.
2. Should there be a change of supervisor prior to the time for the employee's regularly scheduled performance evaluation, because either the employee transfers to another position or the supervisor is replaced by another individual, an interim evaluation shall be prepared by the departing or former supervisor, based upon the employee's work in the evaluation period up to that point in time. A copy of this interim evaluation shall be provided to the employee and also may be provided to the new supervisor.
3. Any supervisor file maintained on an employee and forming the basis for an interim evaluation remains the private property of the departing or former supervisor and may not be provided to the new supervisor. Nor does the interim evaluation become part of the official personnel file, except upon the written request of the employee.

## Article 28

# FACILITIES

As the budget permits, each facility (temporary or permanent) used by MCPS employees will have, or such employees will have, ready access to:

1. An appropriately furnished room to be reserved for use as a lounge;
2. Well-lighted, appropriately equipped, and clean rest rooms;
3. Appropriate outdoor lighting;
4. An available telephone—public or private;
5. An adequate portion of the parking lot, if available, will be provided on the same basis as it has been in the past;
6. A dining area when space in the building is available;
7. A combination dressing room with lockers and adequate work space for building service managers;
8. Lockers and adequate work space for food service managers and safety and security assistants; and
9. A well-equipped health room for Carver Educational Services Center and Lincoln Center.

## Article 29

# USE OF PRIVATE AUTOMOBILE

- A. Unit members who are required to use their private automobile within the scope of their assigned duties or while on required official business shall receive the Internal Revenue Service's (IRS) officially stated mileage allowance. Thereafter during the life of the Agreement the mileage rate will be adjusted as necessary to reflect any changes in mileage allowance regulations issued by the IRS. Such adjustment or adjustments will be made effective on the first of the month following the official change in IRS regulations.
- B. Unit members who are required as a condition of employment in a given position to use their private automobiles and who, because of this required employment use pay a higher insurance premium, shall be reimbursed for the amount of the additional premium. The unit member seeking reimbursement will be expected to submit satisfactory evidence to support such claim.
- C. Unit members whose assignment within a job classification requires them to travel to more than one work location in any one school day will receive the IRS rate per mile for travel in excess of the distance from the unit member's residence to and from the base work location. That location closer or closest

to the unit member's residence shall be considered his or her base work location.

## **Article 30**

# **LIABILITY FOR MONIES**

No unit member shall be held responsible for the loss of money in his/her custody unless it is demonstrated that the loss is due to the negligence of the unit member. Unit members shall not take school funds home.

## **Article 31**

# **REREDITING OF FORMER SERVICE CREDITS**

A former employee, upon reappointment to a permanent or conditional position in the same classification, shall be granted full credit for years of service with MCPS only to determine salary schedule placement if the following two conditions are met:

1. The individual previously was employed for a minimum of five years.
2. The individual is reemployed within a three-year period.

## **Article 32**

# **EMPLOYEE RIGHTS**

- A. There will be no reprisals of any kind taken against any employee because of his/her membership or nonmembership in SEIU Local 500.
- B. Nondiscrimination—The Board and the Union agree that there shall be no discrimination by the Board or SEIU Local 500 against employees because of race, color, creed, religion, national origin, sex, age, marital status, or because of physical handicap.
- C. The personal life of a unit member shall be the concern of, and warrant the attention of, the Board only as it may directly prevent the unit member from properly performing his/her assigned functions during duty hours, or violate local, state, or national law, or be prejudicial to his/her effectiveness in his/her position.

- D. At the request of either party, Board and Union representatives shall meet to discuss any proposed Board policies or practices regarding testing of employees for use of drugs or alcohol, with the goal of reaching agreement on a program acceptable to both parties. Such discussions shall be without prejudice to the Board's authority to implement testing for drug or alcohol abuse by employees or the Union's right to challenge such practices.
- E. In any investigative meeting or interview with an employee that is conducted by the Office of Human Resources and that may lead to demotion, suspension, or discharge, the employee will be advised that he/she has the right to have a Union representative present.
- F. No employee shall be disciplined or suffer loss of pay or benefits, or change of school or shift, as a direct result of truthfully reporting facts concerning an infraction by any other employee or contractor to the school system.
- G. All 9- or 10-month unit members who perform work during the summer that is the same or substantially the same as the work performed during the regular school year have the following contractual rights and obligations:
  - 1. For employees who work a minimum of 80 hours of summer employment, accumulation of sick leave is in proportion to time worked, excluding overtime.
  - 2. Principals and supervisors will identify and make available expected summer employment opportunities, including hours and dates, as soon as possible.
  - 3. When possible, unit members selected for such summer employment opportunities will be notified of their selection by the last day of school for students.
  - 4. Unit members will accept or decline the summer employment offer within 72 hours of being notified.
  - 5. Bereavement leave.
  - 6. Holiday pay if works his/her scheduled duty day immediately before and his/her scheduled duty day after the holiday in the summer assignment, so long as those scheduled duty days fall within the pay period of the holiday and/or the week immediately before or after the pay period of the holiday.
  - 7. Summer hours worked by a 9- or 10-month unit member do not apply to the current pension system(s).

**Article 33**  
**PROHIBITION OF STRIKES,  
SLOWDOWNS AND WORK STOPPAGES**

It is agreed that SEIU Local 500 will not call or sanction a strike, slowdown, or work stoppage during the term of this Agreement.

**Article 34**  
**PROVISIONS OF LAW AND  
REGULATIONS AND SEVERABILITY**

If any provision of this Agreement or any application of this Agreement is held to be contrary to law or state Board bylaws, having the force and effect of law, such provision or application will not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions or applications will continue in full force and effect.

**Article 35**  
**OFFICIAL VEHICLE OPERATORS**

Complaints against unit members driving MCPS vehicles while in the performance of their official duties or driving official vehicles at any time shall only be placed in the official personnel files if the following procedure is adhered to:

- A. A description of the allegation
- B. The date and the approximate time of day the incident occurred
- C. The approximate location where the incident took place
- D. An identification of the person making the complaint
- E. An identification of the vehicle
- F. A description of the driving conditions, if applicable.

## Article 36

# AUTHORITY

# BUILDING SERVICES MANAGER

Building services workers will normally receive work orders and supervision from the building services manager or designee and all school-based personnel shall be expected to make requests of or issue directives to or through him/her.

## Article 37

# TRANSPORTATION

### Definitions

**Run**—a.m./p.m. assignment to an operator or attendant.

**Trip**—Any piece of work that is not part of the a.m./p.m. run.

**Regularly Scheduled Work**—Any piece of work that occurs at least weekly, except partial year assignments.

**Kick Back Field Trips**—Field trip assignments that have been returned for coverage by the assigned driver.

- A. During training, bus operators and bus attendant trainees shall receive pay at substitute bus attendant rates.
- B. A representative and/or alternate from SEIU Local 500 shall serve as member(s) of the Accident Review Board.
- C. Adequate cleaning supplies will be provided within reasonable limits.
- D. Any permanently assigned segment of work will be reflected in the employees' total scheduled hours. All operators and attendants will report to work on all applicable MCPS scheduled duty days, as defined in the MCPS operating budget.
- E. Each special education bus operator and attendant shall undergo a training program that will enable him/her to meet fully the special demands of his/her job responsibilities.
- F. SEIU Local 500 will be allowed 10 minutes to address employees at each beginning of the year in service meeting of bus operators and attendants.
- G. Assignments to bus operators and attendants shall be made on a fair and equitable basis in accordance with the provisions outlined below. The design of runs is intended to maximize efficiency and safety. The process for bidding on runs is structured to provide for operators and attendants to maintain a.m./p.m. runs with opportunities to add work in August and throughout

the school year and limit the changes to runs, except where and when stops must be added or deleted to transport students. (For example, overloads, new students, students no longer going.)

## **June**

At the end of each school year, all trips not part of the a.m./p.m. runs will be removed from all runs. Operators and attendants, who wish to change their a.m./p.m. runs at the end of the school year, will give up their current a.m./p.m. runs and bid in August on new a.m./p.m. runs and indicate their interest in bidding on a designated form. Operators and attendants also will designate a proxy should they be unavailable to bid in person and indicate their interest in 40 hours of work. If a run is eliminated between June and September, the operator and attendant will be given another a.m./p.m. run. These operators and attendants may bid on another run/trip for the first time in December. Dates for August bids will be announced.

## **August**

Bidding for open runs/trips will take place on a countywide basis. Open a.m./p.m. runs will be posted along with other regularly scheduled open extra work (trips).

Between September and June all regularly scheduled open extra work will be posted for bid every two weeks at each of the depots. Open a.m./p.m. runs will be bid in November, February, and April. Supervisors, operators, and attendants may request time adjustments if the hours paid are less than the hours worked.

1. Interested applicants will apply for vacancies using the current application form within six and one half days of the run vacancy announcement (RVA).
2. The RVA will include—
  - a) Bus parking location;
  - b) Estimated hours paid (minimum);
  - c) All schools served, stops served (in case of special education trips, students' names will not be posted), time of day, and frequency (i.e., Wednesday only or five days/week). Exact stops may be omitted in the August bid to facilitate earlier posting of some pieces of work.
  - d) Size/type or specific bus required.
  - e) Any restrictions—Certain trips such as midday kindergarten routes may be restricted geographically (for example, an operator bidding on a Poolesville High School and Poolesville Elementary School run and parking the bus in the Poolesville area would not be permitted to bid on a midday kindergarten trip in the Magruder High School cluster attendance area). In the case of special education runs, new students

may be placed on a bus even if the route must be extended. (Operator and/or attendant pay will be adjusted accordingly.)

- f) Closing date for bid coordinator receiving written application from operator or attendant.
3. a) The RVA will be placed in a notebook within the dispatch office (or a bulletin board if and when available). This can be changed by the Transportation Labor/Management Committee.
    - b) The RVA will be posted for six and one half working days, closing at 5:00 p.m. on the seventh day. The operator and/or attendant interested in placing a bid is responsible for delivery of that bid to the depot administrative staff or bid coordinator by the closing date. The employee may withdraw his/her bid at any time prior to the closing date by submitting a written withdrawal request to the bid office. Buses should not be used to deliver bids.
    - c) a.m. and p.m. route postings are countywide, allowing movement of operators and/or attendants among depots. Midday and extra work bids are restricted geographically.
  4. Operators and/or attendants will be allowed only two changes in runs per school year; operators and/or attendants may make these changes at any time during the school year without restriction. For the purpose of this subsection, "extra work," (including midday trips, activity trips, and other like assignments) will not be considered a "change."
  5. Bus operators and/or attendants normally will not be assigned to more than 40 hours per week on a regular basis. Operators and/or attendants may bid on runs that conflict with their present assignment and, if awarded, will give up the present assignment for the new one.
  6. Operators and/or attendants may bid on multiple runs in a given RVA. They will indicate their choices in priority sequence. Runs/trips will be awarded by seniority and within operator/attendant stated priority. Runs/trips must be accepted as awarded.
  7. Included in the estimated hours paid to bus operators in subsection 2 above will be one half hour per day for fueling the bus, cleaning the bus (inside and outside), completing forms, questionnaires, etc. Supervisors, operators, and/or attendants may request time adjustments if the hours paid are more or less than the hours worked.
  8. Time paid will be measured in increments of one tenth of an hour. Each run/trip will be assigned a minimum number of hours. When travel times overlap, operators and attendants will only be paid once for any period of work.

9. a) Operators or attendants may request an audit of the run and an adjustment of hours. Audits will be performed promptly. Should that audit reveal a difference in the hours assigned to the run/trip, a pay adjustment will be made, retroactive to the date that the assignment began, but not more than 20 duty days prior to the audit request.
- b) After the first workday following October 20, the operator and/or attendant shall retain the assigned hours for the balance of the school year unless the time required to operate the run/trip is increased, in which case hours paid will be adjusted accordingly. If the operator and/or attendant has suffered a loss of work assignments and refuses to accept an alternate or additional assignment to bring the hours worked up to the hours paid, then the operator's and/or attendant's assigned hours will be reduced to the actual number of hours worked for that run/trip.
- c) If operators and/or attendants opt to give up a run/trip, they may not be guaranteed a run/trip of equal assigned hours and their assigned hours will be adjusted accordingly.
10. Operators or attendants (including those who share a given run/trip) must have a minimum four hours per day assignment. This must include at least a regular morning and afternoon route.
11. In some cases, run/trip listings may be posted showing additional time allowed for "deadhead" travel. If this "deadhead" travel time overlaps with "deadhead" travel time for an adjacent run/trip for a given operator or attendant, the operator or attendant will not be paid double for a single "deadhead" time period.
12. Buses will be assigned in accordance with Section H below. When a bus run (special education or regular) becomes available, the operator receiving the bid and assigned the run and hours may take his/her bus to the new run unless the bus does not fit the established requirements of the run (for example, going from a regular run to a special education run). In this situation, the operator must accept a different assignment bus.
13. All nondriving assignments within the Department of Transportation not filled under Article 10 or Article 19 shall be bid in accordance with Section G above except for the following:
  - a) All requests for Americans with Disabilities Act (ADA) job accommodations shall be considered and verified by the Office of Human Resources individual responsible for ADA compliance, in accordance with established MCPS procedures. However, the Department of Transportation shall make available placement opportunities to nondriving assignments to those bus operators whose requests are so verified, consistent with operational requirements.

- b) All other administrative placements of bus operators to nondriving assignments shall be done in consultation with the union. Such assignments shall not extend beyond 60 calendar days, except by mutual agreement between the Union and the chief operating officer.
  - c) MCPS Department of Transportation will notify SEIU Local 500 of any administrative placement under subsection b) above that lasts more than 15 consecutive duty days. The notification will be directed in writing to the director of the SEIU Local 500 Representation Programs Department. Such notification shall include the name of the employee being assigned to an administrative placement, the date of such placement, the reason for the assignment, the title of the position being assigned to, and the position the employee held prior to the administrative placement.
  - d) If, under subsection b) above, an administrative placement lasts 60 consecutive calendar days the MCPS Department of Transportation will notify SEIU Local 500 (as outlined in subsection c) above) that such administrative placement has lasted for 60 consecutive calendar days. Such notification shall include the name of the employee assigned to the administrative placement, the date of such placement, the reason for the assignment, the title of the position being assigned to, the position the employee held prior to the administrative placement and how long the requested extension of time is expected to last. The extension of time must be by mutual agreement as outlined in subsection b) above.
14. The provisions of this Article may be suspended by agreement of the Department of Transportation and the Union where considered desirable by the parties to rectify or correct a specific issue or matter.
- H. Assignment of School Buses—Buses will be assigned to maximize efficiency in meeting the transportation needs of MCPS. The following factors will be used in assigning buses:
- 1. Buses equipped with wheelchair lifts or those assigned to serve pupils in special education programs are exempt from the following; however, every effort will be made to distribute them with preference given to senior drivers, based on factors 2 through 7 below.
  - 2. New buses will be distributed by systemwide seniority.
  - 3. When new buses are available, they will be assigned to eligible operators after completion of five years of service based on their hire date (i.e., when the operator is beginning his/her sixth year of employment, by August 15).

4. Bus operators assigned a new bus will maintain that bus assignment for five years unless the group of eligible operators, those with more than five years of service, has been exhausted (see No. 3 above).
  5. If a new bus is offered to an eligible bus operator and the operator turns down that assignment, the operator's ranking will be maintained. However, the operator will not be considered for a new bus assignment until his/her cycle comes up again (he/she would probably have to wait a minimum of five years).
  6. All other assignment of buses not included in Nos. 1 through 5 above will be assigned on a seniority rolldown basis.
  7. Bus operators may request to keep their current bus assignment by submitting a used bus assignment form (see Appendix).
- I. Procedures for the Fair Distribution of Field Trips—Field trips will be assigned on a fair and equitable basis for those operators who express an interest.
1. No field trips will be awarded to operators who are regularly scheduled 40 hours per week, unless the field trip assignment cannot be covered by the pool of operators defined in item No. 4 below or as described in No. 5 below.
  2. No field trips will be awarded to operators with a position designation of perm-sub (guaranteed 40 hours per week), unless the field trip assignment cannot be covered by the pool of operators defined in item No. 4 below.
  3. Operators with a position code of 9210 Temp (20-hour employees) may be assigned field trips.
  4. Any operator (withstanding the previously mentioned) with an application on file in the field trip office who is scheduled less than 32.5 hours per week is eligible to be assigned field trips unless such an assignment will place the operator in an overtime status.
  5. It is understood that, on rare occasions, it will be necessary to make emergency or critical service decisions to assign field trips outside these guidelines. This is by no means a common practice, but may occur from time to time.
  6. The Department of Transportation will make every effort to ensure that operators are notified of field trips well enough in advance to arrange their schedules to accept them. Trips that are kicked back because the operator was improperly notified will not cause that operator to become ineligible for future trips.

7. Kicked Back Trips—As time permits, priority in giving out kicked back trips is as follows:
  - a) Permanent employees interested in short notice assignments
  - b) Substitutes (nonpermanent)
  - c) Radio operators
- J. Compensation for field trips and activities will be paid within 30 days of the submission of field trip tickets by the employee. Employees must submit field trip tickets within five days of completion of the trip. Upon request to the Department of Transportation, an employee will be provided a summary of field trips for which he/she has been paid along with the trip ticket numbers.
- K.
  1. In each year of this Agreement, an assessment of scheduled hours will show at least 66 percent of those bus operators having indicated an interest to work full time have a 40-hour schedule.
  2. Only those Department of Transportation employees working in excess of 40 hours in a week or 11 hours in a given day will be eligible for time and one-half overtime compensation. No employee shall be required to have a scheduled workday in excess of 13 elapsed hours.
  3. If Section K.1 is not met, then Section K.2 above, at the request of either party, shall be null and void and overtime will be paid for all hours over eight in a day; and routes will be reassigned to require no more than eight hours per day. Reduction in hours shall be on the basis of seniority, with less senior employees being reduced first. Where necessary, routes will be rebid in accordance with the other provisions of this Article. The Union and affected employees will be given 15 days' notice before this procedure is implemented. The parties may agree to alternative remedies during this time.

## Article 38

# CONTRACTING OUT

Except to the extent that it has been done prior to October 1, 1992, no bargaining unit work, which would result in the loss of jobs by members of the bargaining unit, shall be contracted out without a prior consultation with the Union.

## Article 39

# GENERAL

- A. The Board will amend its written policies and take such other action as may be necessary to give full force and effect to the provisions of this Agreement.
- B. Copies of the Agreement will be printed and distributed by the Board to all presently employed and newly hired employees and SEIU Local 500 will be allocated 200 copies. If additional copies are needed by the Union, the Board of Education agrees to supply them if they are available.
- C. Any written communication to be given by one party to the other under this Agreement will be given by telegram, registered mail, regular mail, e-mail, or personally received mail. If given by the Board, said notice will be sent to the SEIU Local 500, 973A Russell Avenue, Gaithersburg, Maryland, 20879. Either party may, by written notice, change the address and notice of it shall be given.
- D. **Food Services Employees**—Time spent by food services employees in depositing food service cash receipts, when so assigned, shall be paid duty time. Uniform costs will not be charged as individual cafeteria expenses.
- E. **Special Licenses**—
  1. Each unit member required to obtain a Maryland Learner's Permit by MCPS shall be reimbursed at the current rate in the year that requirement is made.
  2. Whenever training opportunities are established by MCPS, training of unit members on new machinery, equipment, or systems will be assigned fairly.
- F. **Substitute Secretaries**—There shall be a roster kept of substitute secretaries and the employment of such secretaries shall be at the discretion of the appropriate administrator.
- G. **Duty Days**—Upon final Board action, following County Council approval, the number of duty days and paid days specified in the budget shall not be reduced during a fiscal year.
- H. **Interpreters for the Hearing Impaired**—Interpreters for the Hearing Impaired shall receive a 15-minute break each morning and afternoon, in addition to a lunch break.

## Article 40

# DURATION

- A. The entire Agreement is for a two-year period, which begins July 1, 2005, and will end June 30, 2007. Either party may reopen negotiations during the term of this Agreement on any two Articles of the Agreement at the option of each party, with the exception of Article 7, Section A, Wages, and Article 23, Employee Benefit Plan.
- B. The projected additional savings realized to MCPS during FY 2006 as a result of the health care cost containment measures enacted for the 2005 calendar year, will be apportioned between bargaining units, based on healthcare enrollment in each bargaining unit, and contributed toward the cost of any additional economic improvements negotiated between the parties for the FY 2006 school year.
- C. Multilingual Pay Differential—The parties agree to the creation of a multilingual pay differential for advanced multilingual skills needed and utilized to a significant extent and not normally a direct responsibility of the job. The parties further agree to appoint a joint work group for the purpose of recommending structure, standards, and contract language for a pay differential for advanced multilingual skills. The work group should consider the Montgomery County government program. The goal for a final report and recommendation from the work group is no later than January 1, 2006.

**For the Board:**

/s/

Larry A. Bowers  
Chief Operating Officer

**For the Union:**

/s/

David N. Rodich  
Executive Director

IN WITNESS WHEREOF, the parties hereunto set their hands and seals this 8th day of March, 2005.

MONTGOMERY COUNTY  
BOARD OF EDUCATION

/s/

Patricia B. O'Neill  
President

SEIU LOCAL 500

/s/

Merle A. Cuttitta  
President

MONTGOMERY COUNTY PUBLIC SCHOOLS

/s/

Jerry D. Weast  
Superintendent of Schools

# Appendix I

## USED BUS ASSIGNMENT FORM

A newer bus (used) than the bus you currently drive may become available in the next school year. If you do not wish to be assigned to the newer bus, please complete the form below.

### Attention

1. If you do not submit this form, the Department of Transportation will consider you for assignment to a newer bus.
2. Your response to this form will not affect your eligibility for a brand new bus (see "Procedure for Assigning School Buses").
3. Some buses may be replaced without option to the driver because of the age of the bus, damage to the vehicle, etc. These exceptions will be kept to a minimum.
4. When you decline to be considered for a newer bus (used), you will keep your present bus assignment.
5. If you have questions about this form, call the Union office at 301-948-8766.

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I do not wish to be considered for a newer bus (used) so that I may keep the bus I presently have.

Name: \_\_\_\_\_

Current Bus: \_\_\_\_\_

Area: \_\_\_\_\_

Home Phone: \_\_\_\_\_

Date: \_\_\_\_\_

Please submit completed form to your area transportation supervisor **no later than June 30.**