NEGOTIATED CONTRACT

between

BOARD OF EDUCATION
OF
PRINCE GEORGE’S COUNTY MARYLAND

and

ACE/AFSCME, LOCAL 2250, AFL-CIO

FOR THE PERIOD

JULY 1, 2003 THROUGH JUNE 30, 2006
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This agreement is made and entered into by and between the Board of Education of Prince George’s County, Maryland, and the Association of Classified Employees, American Federation of State, County and Municipal Employees, AFL-CIO, Local 2250, Incorporated unless otherwise specified shall become effective July 1, 2003, and shall continue in full force and effect until June 30, 2006.

A. The Board of Education of Prince George’s County, Maryland is hereinafter referred to as the “Board”, and the Association of Classified Employees, American Federation of State, County and Municipal Employees, AFL-CIO, Local 2250, Incorporated, is hereinafter referred to as the “Union”.

B. The term “employees,” when used in this agreement, shall hereinafter refer to all employees of the Board who are contained within the bargaining unit represented by the Union, in accordance with Education Article, Annotated Code, Section 6-501 et. seq.

C. Nothing in this agreement shall be interpreted as diminishing in any way rights or benefits previously enjoyed by employees covered by this agreement unless expressly stated herein.

D. In conjunction with each and all of the hereinafter stated provisions, the Union recognizes that the Board, in accordance with existing laws, must adopt before implementation of same the educational policies of the County and must approve or establish rules, regulations, guidelines and bylaws in accordance therewith, and nothing hereafter mentioned or agreed to shall be so construed as to substitute the legal obligations vested in the Board in accordance with law.

E. If any provision of this agreement or any application of this agreement to any employee or group of employees is held to be contrary to law or State Board bylaw, then such provision of 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. Nothing in this agreement is intended to deny or abrogate any of the powers or responsibilities of the Board and the Superintendent that have been assigned to them by any Maryland law or regulation of the State Board of Education.

The Board recognizes the Union as the sole and exclusive bargaining agent for employees included in the established bargaining unit for purposes of representing such employees in the negotiation of salaries, wages, hours and working conditions.

SECTION 1 — Composition of Bargaining Unit

Members of the bargaining unit shall comprise all classified employees of Prince George’s County Public Schools with the exceptions of the following:

A. Plant Operation employees.

B. All supervisory personnel in the Maintenance Department at grade 21 or higher.

C. All supervisory personnel in Transportation at grade 21 or higher.

D. All Central Office supervisory personnel at grade 22 or higher.

E. Temporary employees.

F. Those employees in administrative or clerical positions who by the nature of their jobs have access to or assist in the preparation of information relating to negotiations with employee organizations.

G. Those employees employed pursuant to a non-renewable Federal or State grant, the purpose of which grant is for the conduct of a non-renewable project.

H. Those employees in administrative or clerical positions whose employment is for a specific term of years not exceeding that of the duration of the then existing term of the Chief Executive Officer or any Board of Education members to whose direct supervisory control they are responsible.

Subject to the provisions of Education Article, Annotated Code, Section 6-501 et. seq., the Board agrees that the Union shall be the exclusive representative of the classified employees in the bargaining unit described above. The Union recognizes that the Board is the legally responsible agency charged with the operation of the public school system in Prince George’s County.
ARTICLE III - PROHIBITIVE DISCRIMINATION

SECTION 1 — Board
There shall be no discrimination exercised on account of age, race, sex, national origin, color, religion, political affiliation, membership in an employee organization, or due to a employee exercising their rights under Article VIII of this agreement, or non-membership in an employee organization with respect to recruiting and examination of applicants, the hiring of personnel, or in any personnel actions affecting employees of the Prince George’s County Public Schools, including training, promotion, and disciplinary actions.

SECTION 2 — Union
The Union agrees to represent fully without discrimination, all classified employees in the bargaining unit.

ARTICLE IV - ATTENDANCE AND LEAVE BENEFITS

SECTION 1 — Hours of Work
Hours of work for permanent personnel shall be that as established in the agreed-to salary schedules.

When schools are closed for an emergency, ten and eleven-month school-based supporting personnel will be permitted to leave the building after student dismissal and essential responsibilities have been completed. When an individual school is closed for an emergency, employees will remain on duty unless the decision is made that the entire building is uninhabitable.

SECTION 2 — Work Schedule
Work schedules showing the shifts, days and hours for each department shall be posted in each school or office to which employees are assigned as their base.

SECTION 3 — Holidays
A. Holidays will be observed as set forth in the school calendar. Other days may be granted as holidays when so declared at the discretion of the Chief Executive Officer.

B. When a holiday falls on a regularly assigned day off for a full-time employee who does not work on a Monday through Friday schedule, such employee will be compensated by appropriate time off during the same pay period. When this is not feasible, such time will be added to his or her annual leave.

C. Should an employee be required to work on a day a holiday is observed, he or she will receive his or her normal pay plus compensatory time or pay at one and one-half (1½) times his regular rate for each hour worked.

D. Holidays to which an individual is entitled which occur during annual or sick leave shall not be charged against such leave.

E. When a holiday occurs on a day when schools are open, employees in a sufficient number to provide necessary services shall be kept on duty. These employees shall be granted a compensatory day off during the same pay period. When it is not feasible to grant the compensatory day off during the same pay period as the holiday worked, such time will be added to annual leave.

F. Should an employee be assigned duties on an observed holiday but fail to report without an acceptable reason, he or she shall forfeit his or her holiday pay.

G. To be entitled to receive pay for a holiday, employees must work or be on authorized paid leave on the workday immediately preceding and on the workday immediately following the holiday.

H. Part-time employees regularly assigned duties on less than five days per week shall be eligible for only those holidays which fall on one of their regularly scheduled workdays.

I. Ten-month and eleven month classified employees are employed for a specific number of days and do not receive compensation for holidays.

SECTION 4 — Annual Leave
Classified employees of the Prince George’s County Public Schools are provided annual leave in accordance with the following regulations:

A. Each permanent full-time twelve (12) month classified employee of the Prince George’s County Public Schools shall be entitled to annual leave, calculated as follows:

- During the first three years service ......................... 13 days
- Over three years, less than 15 years ......................... 20 days
- Fifteen years service and over ............................... 25 days

As soon as is technically feasible to implement, an employee’s paycheck stub shall show both the employee’s earned leave and leave available for use for the balance of the fiscal year.

Annual leave is earned on the basis of completed months of service in each fiscal year. Annual leave may be taken in hourly increments.

B. Effective June 30, 1990, the practice of prorating service as a permanent full-time ten or eleven-month employee to determine the amount of annual leave entitlement will be discontinued. Permanent full-time ten or eleven-month employees who were assigned to a twelve-month position prior to July 1, 1990, and were given service credit on a prorated basis may apply for any additional service credit by submitting a written request to the Division of Human Resources.

The effective date of any change in annual leave entitlement will be the later of July 1, 1990, or the date the increase in service credit will result in the employee qualifying for a greater annual leave entitlement or the date the request is received by the Division of Human Resources, except that request received by October 1, 1990, will be treated as if received on July 1, 1990.

C. Regular twelve (12) month part-time employees working a minimum of twenty (20) hours per week are authorized four (4) workdays (scheduled work hours per week divided by five (5)) of annual leave per year. Such leave is to be earned on a quarterly basis and to be taken only as earned.

D. Annual leave shall be made available to employees on an emergency basis upon the approval of the leave granting authority.
E. A request for annual leave shall be submitted to the employee’s immediate supervisor on forms designated for the purpose. Leave may be taken only after approval by the appropriate supervisor. Leave may be used only as earned, except that advance leave may be granted an employee who has completed his or her probationary period up to a maximum of ten (10) days at the discretion of his/her leave-granting authority. Advance leave in excess of ten (10) days may be granted when necessary due to seasonal fluctuations in the workload of a department. Annual leave shall be taken in advance in accordance with sick leave bank rule “I”. Annual leave is earned but may not be taken during the probationary period. If two (2) or more employees request annual leave at least one month in advance for the same day or days but the workload requirement will not permit the granting of leave to all employees submitting a request, leave will be granted to the extent possible on a seniority basis.

F. At the end of a fiscal year, annual leave up to the amount an individual earns in one year may only be carried over from that fiscal year to the next. Unused leave in excess of that which an individual can carry over may be converted to sick leave up to a maximum of ten (10) days provided that it was accumulated for reasons beyond the employee’s control and it was not convenient to grant the employee the use of such annual leave. The ten-day limitation shall not apply if the excess accumulation above ten days was accumulated as a result of the leave granting authority denying the employee’s request for annual leave.

G. Holidays to which an individual is entitled which occur during annual leave shall not be charged against such leave.

H. The following leave policy shall govern the months in which an employee is appointed or separated: One (1) day shall be granted if the employee is not on the payroll and reported as “quit.” An employee who quits is not eligible for re-employment and shall be paid only for unused annual leave in excess of fourteen (14) days. Exceptions to this provision may be made by the Chief Administrator for Human Resources.

I. At the termination of employment, unused annual leave shall be paid in full to the terminating employee, but not to exceed the annual leave he or she is eligible to earn in the fiscal year in which he or she terminated, except that:

1. An employee who fails to report to work for three consecutive workdays without authorized leave shall be separated from the payroll and reported as “quit.” An employee who quits is not eligible for re-employment and shall be paid only for unused annual leave in excess of fourteen (14) days. Exceptions to this provision may be made by the Chief Administrator for Human Resources.

2. The employee has not satisfactorily completed his or her probationary period.

3. Effective July 1, 1999, all employees advancing from a 10- or 11-month position to a 12-month position will receive credit for all full work years of service for calculating annual leave entitlements.

J. An employee shall not accrue annual leave while on any form of leave without pay.

SECTION 5 — Sick Leave

Sick leave, with pay, shall be provided for classified employees of the Prince George’s County Public Schools as hereafter stated:

A. An employee whose regular work year is ten (10) months shall be entitled to ten (10) days of sick leave for proved personal illness each year without loss of pay, the entitlement to which sick leave shall accrue on the basis of one (1) day per month, at the conclusion of each month of work.

As soon as is technically feasible to implement, an employee’s paycheck stub shall show both the employee’s accrued sick leave and sick leave available for use for the balance of the fiscal year.

After eleven (11) years of employment, an employee will be entitled to one (1) additional day which shall accrue at the end of the fifth month. After twelve (12) years of employment, an employee will be entitled to two (2) additional days which shall accrue at the end of the fourth and eighth months respectively. After thirteen (13) years of employment, an employee will be entitled to three (3) additional days which shall accrue at the end of the third, sixth and ninth months respectively. After fourteen (14) years of employment, an employee will be entitled to four (4) additional days which shall accrue at the end of the second, fourth, sixth and eighth months respectively. After fifteen (15) years of employment, an employee shall be entitled to five (5) additional days which shall accrue on the basis of one and one-half (1 1/2) days per month at the conclusion of each month of work.

An employee whose employment began prior to July 1, 1987, and whose regular work year is ten (10) months, shall be entitled to one and one-half (1 1/2) days of sick leave for proved personal illness each month without loss of pay, at the conclusion of each month of work.

An employee whose employment began prior to July 1, 1987, and whose regular work year is more than ten (10) months in any regular work year, shall be entitled to one (1) additional day, per month, of sick leave for each month worked, per schedule, in excess of ten (10) months during such work year.

B. For purposes of this section, the term “work year” and the term “fiscal year” shall be construed to be synonymous.

C. Sick leave may be taken in advance of actual accrual thereof as follows:

1. Ten (10) days shall be available at the beginning of the school year for ten-month employees, eleven (11) days for eleven-month employees and twelve (12) days will be available as of July 1 of each year for twelve-month employees.

2. The remaining five (5) days for employees entitled to same shall be available in one (1) month entitlements, at the beginning of the month in which the days are earned.

3. Upon the employee’s severance, voluntary or involuntary, any such advanced sick leave not properly accrued as of the date of severance, shall be reimbursed by said employee to the Board of Education upon demand.

4. No probationary employee shall have any entitlement to paid sick leave advanced as heretofore set forth.

D. Sick leave may be taken in hourly increments. Such use of sick leave in hourly increments shall be permitted when an employee becomes ill during the workday. Authorization may be granted for use of sick leave in hourly increments for necessary medical appointments. Such authorization for hourly increments will be based upon practical considerations including, but not limited to, the availability of a substitute.

E. Sick leave shall be allowed in case of actual sickness or disability of the employee, necessary appointments with a physician or dentist, or confinement to home because of quarantine and for temporary disabilities related to pregnancy. (Pregnancy itself is not considered a sickness warranting the granting of sick leave with pay. It is only disability resulting from the pregnancy for which sick leave may be allowed).
F. Sick leave may also be authorized for the time necessary to undergo the selective services examination.

G. Sickness in Family: A member of the bargaining unit with one or more years of service in Prince George's County who does not earn annual leave may use a maximum of five (5) days annually of his or her accumulated sick leave for serious illness of members of the family residing permanently in the household. The employee will certify in writing that such a serious illness exists. Exceptions to the residence requirement may be made by the Chief Administrator for Human Resources.

H. Unused sick leave earned and credited to an employee as of July 1, 1977, plus any and all unused sick leave earned after that date, may be accumulated from year to year without limit.

I. Sick leave will terminate upon expiration of employment and the accumulated balance will be recorded in the employee’s permanent file. Accumulated annual leave may be used to extend sick leave.

J. Absence in excess of cumulative sick and annual leave shall be deducted on a per diem basis.

K. Holidays to which an employee is entitled that occur during sick leave shall not be charged against such leave.

L. Permanent part-time employees are entitled to sick leave in proportion to the time worked.

M. A doctor’s certificate as evidence for the necessity of loss of time may be required for absences of three (3) or more consecutive days. A doctor’s certificate may also be required for periods of absence of less than three (3) days, if in the opinion of the immediate supervisor the employee is abusing his or her sick leave privileges. When it is determined that an individual’s request for sick leave is not justified, the value of the absent time will be deducted from the employee’s pay, personal leave or annual leave.

N. The following leave policy shall govern the months in which an employee is appointed or separated: One (1) day of sick leave shall be granted if employee is on the payroll for more than twenty (20) days; one-half (1/2) day shall be granted if he or she is on the payroll from ten (10) to twenty (20) days inclusive. No leave shall be granted for less than ten (10) days in any calendar month. An employee who is on leave without pay for more than ten (10) days in any calendar month shall not be granted sick leave for that month.

O. To receive credit for sick leave an employee is expected to notify his or her supervisor prior to commencement of working hours that he or she will not be reporting for work on that day. Sick leave may be taken in hourly increments.

P. An employee who terminates his or her employment with the Prince George’s County Public Schools may have his or her accumulated sick leave restored if he or she is re-employed within a fifteen (15) month period.

SECTION 6 — Disposition of Unused Leave Upon Retirement, Resignation, or Death

Upon retirement in Prince George’s County, a classified employee shall receive payment for three-tenths of his or her unused sick leave, not to exceed full pay for up to a maximum of eighty (80) days for ten-month employees, eighty-six (86) days for eleven-month employees, and ninety-two (92) days for twelve-month employees. This payment shall be based upon the salary of the final year of employment.

All employees hired prior to July 1, 2001, upon resignation after twelve years of service in Prince George’s County, shall receive payment for three-tenths of his or her unused sick leave, not to exceed full pay for up to a maximum of seventy (70) days for ten-month employees, seventy-six (76) days for eleven-month employees, and eighty-two (82) days for twelve-month employees, or for twenty-five (25) days of accumulated annual leave, whichever is greater. An individual shall be eligible to receive such reimbursement only once during his or her period of employment in Prince George’s County. This payment shall be based upon the salary of the final year of employment.

Upon the death of a classified employee who was actively employed with the Prince George’s County Board of Education at the time of his or her death, his or her beneficiaries shall receive payment for three-tenths of the employee's unused sick leave, not to exceed full pay for up to a maximum of eighty (80) days for ten-month employees, eighty-six (86) days for eleven-month employees, ninety-two (92) days for twelve-month employees or for twenty-five (25) days of accumulated annual leave, whichever is greater.

SECTION 7 — Employees’ Sick Leave Bank

A. No employee shall be considered eligible for compensation through the Sick Leave Bank unless such employee was on duty or authorized absence the duty day preceding the commencement of disabling illness.

B. All bargaining unit members on active duty with the Prince George’s County Public Schools are eligible to participate in the Sick Leave Bank. Participation is voluntary, but requires contribution to the bank. Only contributors will be permitted to use the bank for payment qualifying incapacitating personal illness during regularly scheduled duty days.

C. The Sick Leave Bank will be administered by a three (3) member Approval Committee, appointed by the President of the Union and this Approval Committee shall have the responsibility of receiving requests, verifying the validity of requests, recommending approval or denial of the requests, and communicating its decision to the member and the Division of Human Resources.

D. The rules for the Sick Leave Bank will be established by a four (4) member Rules Committee, two (2) members appointed by the President of the Union and two (2) members appointed by the Chief Executive Officer of Prince George’s County Public Schools. It shall be the purpose of this committee to recommend such rules, in addition to those provided for in this Contract, as the Committee considers appropriate for the operation of the Sick Leave Bank. These recommended rules must be approved by the President of the Union and the Chief Executive Officer before said rules take effect. Once approved, the rules will be widely distributed by the Approval Committee.

E. The contribution on the appropriate form will be authorized by the bargaining unit member and continued from year to year until canceled in writing by the bargaining unit member. Sick leave properly authorized for contribution to the bank will not be returned if the bargaining unit member effects cancellation. Cancellation in writing may be affected at any time and the bargaining unit member shall not be eligible to use the bank as of the effective cancellation date.

F. Contributions shall be made between July 1 and September 30, except for members returning from extended leave which included the enrollment period and new hires who will be permitted to contribute within thirty (30) calendar days of their reassignment and/or start to work. Bargaining unit members returning from extended sick leave or disability leave will be permitted to contribute to the bank only after
A. Any bargaining unit member who is a member of the National Guard or the Reserve Components of the Armed Forces of the United States in order to meet an active duty commitment will be allowed military leave with full pay, less the amount paid for such duty, not to exceed fifteen (15) days; such leave may be granted only during a period the individual is required to be on duty.

SECTION 8 — Leave for Military Service, Peace Corps, or Domestic Peace Corps

Upon an employee’s return from active military duty, the Board shall provide an employee a form to indicate in writing whether he/she wants health insurance.

A. Any bargaining unit member who is a member of the National Guard or the Reserve Components of the Armed Forces of the United States in order to meet an active duty commitment will be allowed military leave with full pay, less the amount paid for such duty, not to exceed fifteen (15) days; such leave may be granted only during a period the individual is required to be on duty.

An employee included in the category above who is called upon to serve a longer period of time not during an emergency shall be entitled to a leave of absence without pay.

Those who are called to short-term active duty under the authority of a State Governor or the Mayor of Washington, D.C., during an emergency, shall be entitled to a leave of absence with full pay less the amount paid for such duty for such time while actually serving under such active duty orders in addition to the fifteen day period specified above.

Where the person involved has the option of when to take training and unless it will jeopardize that person’s reserve standing, the person will take the fifteen (15) days at such time that it will not interfere with their assigned duties. Exception to the above will require a letter from that person’s immediate military commanding officer and approval by the Chief Administrator for Human Resources.

An employee who is drafted for military service may request leave without pay for the period of obligated service. Upon completion of military service, the employee will be entitled to be restored to the job formerly held or one of a similar class if available. However, restoration must be requested within ninety (90) days of receipt of honorable discharge. In addition, the employee must be physically and mentally capable of performing the work required. When the obligated service is completed and the employee is returned to the former classification, that employee shall be entitled to all the annual salary increments for which eligible if employment had been continuous.

B. Military, Peace Corps or the Domestic Peace Corps - any support employee who is inducted or enlists in any branch of the military service, the Peace Corps or the Domestic Peace corps shall be granted leave without pay. Upon return from such leave, an employee shall be placed on the salary schedule at the level which would have been achieved had that employee remained active in the system during the period of absence up to a maximum of two years.

SECTION 9 — Civil Leave

A. An employee shall be given time off without loss of pay when (1) performing jury duty, or (2) when performing brief periods of emergency civilian duty in connection with national defense. Employees whose scheduled duty day exceeds four hours on a primary or general election day will be given time off to vote.

B. When an employee is drawn for jury duty, he or she shall receive full pay provided a written statement is furnished showing time served and expenses received from the court.

SECTION 10 — Court Appearance

A. A permanent or probationary classified employee shall be entitled to administrative leave on any regularly scheduled duty day if subpoenaed as a witness in a court proceeding where the subpoenaed employee is expected to testify on a matter pertaining to his or her duties or responsibilities as an employee of the Board. If an employee is so subpoenaed as a witness for up to two (2) days on a day or days when the employee is not regularly scheduled to work, the employee will be entitled to receive his or her regular salary for such number of hours, not exceeding eight (8) in any one day, that he or she was required to be in actual attendance at the place where to testify.

B. If a classified employee appears as a witness for the Public Schools as requested by the Chief Executive Officer or his or her designee with or without a subpoena, no deduction shall be made from salary.
SECTION 11 — Leave of Absence Without Pay
Leaves of absence without pay for a period of not more than one year may be authorized to permanent classified employees as prescribed in this Article IV or for prolonged illness, needed rest, necessity in the home, improvement of skills pertaining to the particular classification of the employee, public office or political campaign, or any other activity which in the opinion of the Chief Executive Officer will benefit the Prince George’s County Public Schools. Requests must be submitted in writing to the Division of Human Resources for approval at least thirty (30) days in advance of the requested leave date. Exceptions may be granted for emergency situations.

A. Classified personnel granted leaves of absence in excess of thirty (30) days will have their anniversary date readjusted in accordance with the duration of the leave of absence, except that there will be no change in anniversary date for an individual on a leave of absence for personal illness for three (3) consecutive calendar months.

B. Employees on approved leave of absence will not accrue annual or sick leave while on leave. Failure of an employee to return to duty upon expiration of his or her leave of absence shall be considered a resignation.

C. Upon return to duty, an individual will not necessarily be reinstated to the same position previously held or in the same location, except that in the case of a leave of absence for personal illness not exceeding three (3) consecutive calendar months, whereby an individual will be returned to the same position previously held, provided such position has not been eliminated. In all other cases, an individual who is eligible and physically able to return to work will be assigned as soon as possible.

D. Employees on approved leave of absence shall remain on the Board of Education’s seniority list for up to fifteen (15) months.

E. Members may contribute to the Teachers’/Employees’ Retirement System while on leave of absence according to the provisions of the Retirement System.

F. While on leave of absence, an employee has the option of continuing his or her Group Hospitalization and Life Insurance. However, employees in this category must make payment for the Prince George’s County Public School’s share of the premium plus the employee’s share.

G. Upon returning from an authorized leave without pay, a minimum period of reactivated service for a length equivalent to the period of said leave is required before the employee shall be eligible to apply for another leave without pay. The minimum reactivated service requirement shall not apply to an individual applying for a leave without pay for prolonged personal illness.

SECTION 12 — Time Off Without Pay

A. Time off for illness or personal emergency for periods up to fifteen (15) duty days is not considered as a leave of absence and may be approved by the employee’s leave granting authority. Extension beyond fifteen (15) duty days must be approved by the Human Resources Office.

B. An employee who has time off without pay for more than ten (10) days in any one calendar month will not earn sick leave or annual leave for that month.

C. An employee must use available sick, annual, or personal leave as appropriate before receiving time off without pay.

SECTION 13 — Personal Leave

Permanent classified employees, employed on a ten-month or eleven-month work schedule, shall be entitled to 3 days personal leave.

Effective July 1, 2005, personal leave days shall be increased to 4 days per year. To be entitled to four (4) days personal leave, an employee must be on the payroll prior to November 1 of the school year. An employee who is placed on the payroll between November 1 and December 31 shall be authorized two (2) days personal leave. An employee who is placed on the payroll between January 1 and March 31 is authorized one (1) day personal leave. Personnel employed subsequent to March 31 shall not be authorized personal leave for the current school year. Personnel employed on a per diem basis are not authorized personal leave.

A. Personal leave is authorized to permit an individual to attend to matters which require absence from work. If it is necessary for an individual to be absent from work for personal reasons and the employee has no personal leave credited, such absence will be deducted from the employee’s pay on a per diem basis.

B. Personal leave authorized but not used during the school year will be added to accumulated sick leave at the end of the fiscal year. Provided the total of sick leave will not exceed the amount authorized to be accumulated.

C. Requests for personal leave must be submitted for all personnel, except school bus drivers, at least one (1) day in advance. School bus drivers will submit requests three (3) days in advance for days immediately before or after the opening or closing of school each summer, holidays, vacation or staff development days and twenty-four (24) hours in advance for all other days. This requirement will be waived only in the event of a substantiated personal emergency.

SECTION 14 — Pregnancy, Maternity, Paternity or Adoption Leave

A. Pregnancy Leave

1. For purposes of this section, pregnancy leave shall be defined as that period of time, not exceeding forty-two (42) consecutive calendar days, including the date of childbirth, during which an employee’s regularly assigned position will be held pending her return. Any other leave taken by an employee for reasons of false pregnancy, termination of pregnancy, or any other temporary disability resulting from her pregnancy, shall be treated as any other leave taken for reasons of illness.

2. To the extent that an employee has available sick leave days at the time of the commencement of pregnancy leave, said employee may utilize such sick leave days. At her option, the employee may utilize accumulated annual or personal leave days. All of such leave shall be treated as any other authorized leaves with pay pursuant to the provisions of this Contract for as long a period of time as such employee shall utilize available sick leave and accumulated annual or personal leave days. Available sick leave days may be utilized prior to the utilization of accumulated annual or personal leave days.

3. An employee on pregnancy leave shall be considered to be on a leave of absence without pay for personal illness in accordance with Article IV, Section 10, for all days not covered by paid leave. In the eventuality an employee’s disability continues beyond the period of the pregnancy leave and the employee is not entitled to any paid leave, the employee may apply for and receive a status of authorized leave without pay pursuant to the provisions of Article IV, Section 10, not to exceed the duration of the disability.
B. Maternity Leave
A classified employee may, upon the expiration of pregnancy leave, apply for and receive a maternity leave for a period, which when computed with any pregnancy leave or sick leave taken on account of a pregnancy, shall not exceed a total of twelve (12) months. There shall be no entitlement to any employee on maternity leave to receive paid sick leave benefits during that period of time. Any annual leave previously earned and accumulated to the credit of an employee may be taken during the period said employee is on maternity leave to the full amount of annual leave days earned and accumulated.

C. Paternity Leave
A classified employee expecting to become a father may apply for and receive a paternity leave without pay for a period not to exceed twelve (12) months, commencing with the date of the birth of the child. An employee entitled to paternity leave is to submit a request for such leave, in writing, to the Division of Human Resources at least thirty (30) days prior to the commencement date of the desired leave. In the event of an emergency, the thirty (30) day notification may be waived.

D. Adoption Leave
A classified employee in the case of the adoption of a child may apply for and receive an adoption leave without pay for a period not to exceed a total of twelve (12) months, commencing with the time the adoption agency requires the employee to cease active duty or the day of the adoption, whichever shall first occur. An employee entitled to adoption leave is to submit a request for such leave, in writing, to the Division of Human Resources at least thirty (30) days prior to the commencement date of the desired leave. In the event of an emergency, the thirty (30) day notification may be waived.

SECTION 15 — Leave for Death
A. On the death of a child, stepchild, parent, stepparent, parent-in-law, grandchild, brother, sister, husband, wife, legal guardian, son-in-law, daughter-in-law, grandparent or anyone who was residing in the household of a permanent employee immediately preceding death, such employee shall be allowed up to four (4) consecutive work days of absence without loss of salary. One of the four (4) consecutive days must be the day of the funeral or interment. Proof of death may be required if, in the opinion of the immediate supervisor, the employee has abused the privilege.

B. A classified employee may be authorized one (1) day off from work without loss of pay to attend the funeral of a grandparent-in-law, brother-in-law or sister-in-law. The employee will be required to submit to his or her immediate supervisor a written statement specifying the date of the funeral.

SECTION 16 — Worker’s Compensation and Disability Leave
All Prince George’s County Public School employees are covered by the State Worker’s Compensation Act which provides for the payment of reasonable medical cost resulting from an accident incurred during the course of work. In addition, should the injured employee lose time from work due to an on-the-job injury, he or she may under the present coverage apply for Worker’s Compensation pay for lost time beginning with the fourth day of absence after the injury.

A. A permanent or probationary employee of the Prince George’s County Public Schools who is temporarily disabled in line of duty shall receive full pay for the period of his disability up to ninety (90) working days without charge against his or her annual or sick leave beginning with the first day of disability, subject to the following conditions:

1. Provided that the disability resulted from an injury or illness sustained directly in the performance of the employee’s work, as provided in the State Worker’s Compensation Act.

2. If incapacitated for his or her regular employment, the employee may be given other duties within the Prince George’s County Public Schools for the period of recuperation. Unwillingness to accept such an assignment will make the employee ineligible for disability leave during the time involved.

3. The Prince George’s County Public Schools may select a physician to determine the physical ability of the employee to continue working or to return to work.

4. Disability leave shall not exceed ninety (90) working days beginning with the date of injury for any one injury.

5. Payment of Disability Leave is contingent upon the assignment of Worker’s Compensation checks for the first ninety (90) day period to the Prince George’s County Public Schools as payee. Workmen's Compensation checks name the employee and the Prince George’s County Public Schools as payee. Upon receipt, the employee must endorse the check and return it to the Benefits Administration Office of the Prince George’s County Public Schools. Upon the termination of Disability Leave, Worker’s Compensation checks, if still received, will be endorsed and forwarded to the employee for his or her retention.

6. A temporary employee who is disabled in line of duty shall not receive disability leave but shall be paid in accordance with the provisions of the State Worker’s Compensation Act.

7. Abuse of disability leave may be considered grounds for disciplinary action, including dismissal.

B. It is important that an employee report every injury to his or her supervisor no matter how small it seems. Even the slightest injury can develop into a disability or a loss of time case. Failure to report an injury could possibly cause an individual to forfeit his or her rights on a later claim for compensation or medical expense.

All injuries sustained by employees while on duty must be reported by the employee and his or her immediate supervisor on the form, “Initial Report of Injury.” This form is available at all schools and other properties where employees are based. When completed, the form must be forwarded to the Benefits Administration Office of the Prince George’s County Public Schools. Upon request, the Benefits Administration Office will advise the employee of the information received to date relative his or her claim.

The Benefits Administration Office will notify the employee if any additional information or forms are needed to satisfy an employee’s claim if the office has knowledge that additional information is required.

In the course of a claim for Worker’s Compensation, other forms will be provided to injured employees from other agencies to complete. It is essential that these forms be completed and returned expeditiously.

C. Of importance to employees is the fact that the money received from Worker’s Compensation is exempt from tax and may be so claimed when filing federal tax returns. In addition, an employee may be eligible for adjustments to income for disability pay received.

D. The responsibility to insure that an employee does not abuse disability leave is vested in the employee’s department head/principal.

E. Disability leave is reported on the attendance register by recording “Disability Leave” and the applicable dates in the remarks column. No other entries are required.
ARTICLE V - INSURANCE BENEFITS

SECTION 1 - Medical Care Program
A. The Board of Education shall provide a Medical Care Program for eligible employees and their eligible dependents.
B. The Board of Education shall pay seventy-five percent (75%) for the first eight (8) years of employment and eighty (80%) thereafter of the cost of the premium for the Medical Care Program.

SECTION 2 - Health Maintenance Organizations
A. Employees enrolled in a participating Health Maintenance Organization (HMO) as of January 31, 1995, may at their option, continue such coverage until such time as they voluntary select to discontinue participation in an HMO. In the event that an HMO ceases to be available, an employee enrolled in that HMO may transfer to another HMO which is available.
B. The Board agrees to pay a sum equal to the same dollar amount provided under the Medical Care Program described in Section 1 A above for all bargaining unit members enrolled in a Board of Education qualified prepared health maintenance organization.

SECTION 3 - Life Insurance
All bargaining unit members shall be provided with free term life insurance. The amount of an individual’s insurance will be two (2) times the annual salary rounded to the next highest one thousand dollars ($1,000).

SECTION 4 — Optical Care Insurance
A. The Board of Education shall provide an optional Optical Care Program for eligible employees and their eligible dependents.
B. The Board shall pay seventy-five percent (75%) for the first eight (8) years of employment and eighty (80%) thereafter of the cost of the premium for the Optical Care Program.

SECTION 5 — Prescription Insurance
A. The Board shall provide an optional Prescription Medication Insurance Program for eligible employees and their eligible dependents.
B. The Board shall pay seventy-five percent (75%) for the first eight (8) years of employment and eighty (80%) thereafter of the cost of the premium for the Prescription Medication Insurance Program.

SECTION 6 — Dental Care Insurance
The Board will provide a dental care insurance plan equivalent to the current Maryland Blue Cross-Blue Shield’s plan Levels I, II and Rider A full payment ($50 individual and $100 family deductible) effective July 1, 1978. The Board shall pay seventy-two percent (72%) for the first eight (8) years of employment and seventy-seven percent (77%) thereafter.

SECTION 7 — Insurance Committee
The Board agrees to continue the Insurance Committee which consists of representatives of the Chief Executive Officer; Prince George’s County Educators’ Association; the Union; Service Employees International Union, Local 400 - P.G.; and labor organizations designated as the exclusive representatives for other segments of Board employees. The purpose of such an Insurance Committee is to review information and confer on issues as may arise, from time to time, in the implementation of the various Board insurance programs, and to recommend possible changes in their implementation.

SECTION 8 - Pretax Payment of Premiums and Option of Salary Reduction Plan
A. The employee’s share of premium payments for Hospitalization, Surgical-Medical Insurance and Major Medical Insurance; Health Maintenance Organizations; Dental Care Insurance; Option Care Insurance; and, Prescription Insurance will be paid with pretax wages consistent with applicable laws and IRS regulations.
B. The Board will make available, at the employee’s option, salary reduction agreements to cover the cost of qualified medical and child care expenses with pretax wages consistent with applicable laws and IRS regulations.
ARTICLE VI - UNION RIGHTS

SECTION 1 — Union Business
Employees elected to any Union office or selected by the Union to do work which takes them from their employment with the Board shall at the written request of the Union be granted a leave of absence without pay not to exceed two (2) years. Such leave may be renewed or extended for a similar period of time by mutual agreement. Duly authorized representatives of the Union shall be permitted to transact official business on school property at reasonable times provided that this shall not interfere with or interrupt the normal work schedule of the employee or prevent the person from satisfactorily performing his or her responsibilities. Union officials shall check in at school or department office prior to contacting any employees.

SECTION 2 — Steward Elections
When the Union conducts an election for steward, members of the Union eligible to vote will be excused from duty long enough to cast their vote provided the election is held on the premises where the employee is assigned to report to work on a daily basis. A reasonable number of officials needed by the Union to supervise the voting will be excused from duty during the time required for voting.

SECTION 3 — Calendar Committee
A representative selected by the Union shall serve on the Prince George’s County Public Schools calendar committee.

SECTION 4 — Interschool Mail
The Union shall be authorized, in accordance with the “Letter of Carrier” exception, to use the interschool (pony) mail facilities to distribute official Union materials, so long that such does not interfere with the normal requirements of school business. The Union agrees to indemnify and hold the Board harmless from and against any and all claims, actions, liabilities and/or penalties in the event the U.S. Postal Service, or any agency of the Federal Government investigates or brings charges against the Board in connection with the Union’s use of the pony. The Union will pay any cost, expenses, fines, penalties and reasonable attorneys’ fees incurred by the Board (provided the attorney is mutually agreeable to both the Board and the Union) in connection with any such investigation, hearing or litigation resulting there from.

SECTION 5 — Bulletin Board Space
The Board will provide space for the Union on bulletin boards in areas which are readily accessible to its members.

SECTION 6 — Notices to the Union
The Union shall receive the Board packet generally available for public inspection prior to each public Board meeting and a copy of the official Board minutes after approval of the Board. If additional information is distributed at a Board meeting, copies will be made available to the Union.

The Union shall be provided a copy of the Chief Executive Officer’s proposed and the Board’s proposed and approved budgets.

SECTION 7 — Employee List
The Union shall be supplied with an up-to-date list of all classified employees represented by the Union. Such a list shall be supplied to the Union on October 1, January 1 and April 1 of each year and shall include name, social security number, job classification, place of employment, most recent date of hire and most recent date assigned to current class and grade. The list will be provided on a mutually agreed upon data transfer media.

SECTION 8 — Use of School Facilities
The Union shall have the right to use school buildings and school facilities for meetings, without cost to the Union except for necessary custodial fees, provided such use shall be by prior arrangement, and does not interfere with normal school operation.

SECTION 9 — Agreement Copies
Copies of this agreement shall be reprinted and distributed by the Board to all employees covered by this agreement. Cost of reproduction of copies of the Negotiated Contract and the Regulations for Supporting Personnel will be shared by the Union and the Board. The Negotiated Contract will be printed in the Board’s printing facility by Union bargaining unit members represented by the Union. Current changes to the agreement shall be printed in a manner to highlight each change in the original printing of the new contract.

SECTION 10 — Dues Deductions
A. The Board agrees to deduct from employees’ salary checks the amount of the Union membership dues for employees authorizing such deduction. Deduction shall be made on a biweekly basis, with dues to be withheld in accordance with amounts certified to the Board by the Union, based upon the established dues schedule. The Board agrees to remit a check biweekly to the Union for the total amount of dues deducted for that period. Deduction authorization, to be accepted by the Board, shall be authorized on the form and according to regulations as shown on the Authorization Card on pages 11 & 12 or previously accepted authorization cards.

B. In addition to payroll deduction of Union membership dues, the Board will provide that, whenever properly authorized in writing, the payroll deductions listed below will be made:

1. Unified membership dues.
2. Education Systems Employees Federal Credit Union.
3. Tax Sheltered Annuities (including Mutual Funds).
4. Group Insurance to include health, medical, vision, dental and life.
5. US Savings Bonds.
7. Virginia and D.C. State and/or local income taxes for personnel will be deducted.
8. Premium for the Union sponsored insurance program.
9. Voluntary political contributions.

SECTION 11 — Organization Involvement Leave
When the need arises, officers, stewards and members designated by approval of the Executive Board of the Union may attend essential local, state and national meetings with no loss of pay or personal or annual leave. A total of one thousand two hundred and fifty (1,250) hours, aggregate and cumulative for all employees, shall be allowed for this purpose in any school year, of which number, unused leave hours up to one-half of the annual entitlement may be deferred for actual use until the next school year. The Board shall be reimbursed by the Union for the cost of any substitutes used if in fact they are so engaged.

A. Application for such leave shall be made in writing to the Chief Administrator for Human Resources as far in advance as practicable and
ordinarily at least forty-eight (48) hours in advance. The Union and its officers recognize and agree that this privilege should not be abused.

B. Generally, no more than one (1) person from any work location may be authorized leave at the same time under the provision of this section. Exceptions may be granted by Chief Administrator for Human Resources.

SECTION 12 — Work Rules

Upon request from the Union identifying a specific set of published work rules, the Union will be sent a copy of the rules.

SECTION 13 — Health and Safety Committee

The Board and Union shall continue the joint Health and Safety Committee with three members appointed by each party. The committee will continue to meet at the request of either party but no less than twice annually at a mutually convenient date and time. Issues of mutual concern may be addressed by the committee.

SECTION 14 — School Based Management

In any school where a School-Based Management Team has been or will be established at least one (1) of that school’s building representatives/stewards, as designated by the Union, shall be included as a member of said team.

SECTION 15 — Seniority Protection for Represented Employees

If as a result of any Board action a Board employee not part of the bargaining unit for which the Union is the sole and exclusive bargaining agent and such Board employee would be identified in Article II - Sec. 1.2, .3 and .4 of the Negotiated Contract, and reduced in rank and/or compensation for a position in the bargaining unit for which the Union is the bargaining agent for those employees, no existing member of said bargaining unit shall suffer a loss in job classification, grade, step or compensation by virtue of the placement of a non-bargaining unit employee into a position for such the Union is exclusive bargaining agent.

SECTION 16 — Agency Shop

All employees employed on and after July 1, 1975, who are eligible for Union membership and who do not elect to join as members, shall have deducted from their payroll checks a “representation fee” as established by the Union in an amount permitted by Federal and State Law.

A. An employee who was a member of the Union as of May 8, 1975, but who subsequently discontinues their Union membership, shall be subject to the payment of a representation fee as defined above.

B. Employees employed as of May 8, 1975, and not members of the Union, will not ever be required to pay agency shop fee with the understanding that in the eventuality such employee elects to become a member of the Union subsequent to May 8th, they would thereby subject themselves to the payment of either Union dues or a representation fee in the eventuality they would subsequently discontinue their Union membership and with the further understanding that, if such employees discontinue their employment and subsequently return as an employee of the Board, they would be subject to the payment of either Union dues or a representation fee.

C. Provisions of prior legislation separating confidential, supervisory and managerial employees shall apply to the effect that those employees who are either confidential, supervisory or managerial, shall not be made subject to the payment of any agency shop fees, as such employees are presently excluded from the bargaining unit represented by the Union pursuant to the recognition clause incorporated in this Negotiated Contract.
ACE-AFSCME - AFL≤CIO
Association of Classified Employees -
American Federation of State, County and Municipal Employees, AFL≤CIO, Local 2250, Inc.
9500 Arena Drive, Suite 200, Largo, Maryland 20774, Phone: 301-773-7223

AUTHORIZATION CARD

NAME ______________________________________ DATE ____________________________

ADDRESS __________________________ CITY __________________________ ZIP  CODE ____________

SOCIAL SECURITY NUMBER __________________________ PHONE NUMBER __________________________

PLACE OF WORK __________________________ JOB TITLE __________________________

TO: BOARD OF EDUCATION OF PRINCE GEORGE’S COUNTY

I, the undersigned, hereby apply for membership in and designate the American Federation of State, County and Municipal Employees, AFL≤CIO as my duly chosen and authorized representative on matters relating to my wages, hours and conditions of employment in order to promote and protect my economic welfare. Please consider this your authority to deduct from salary or wages earned by me an amount certified by the union as my regular required current monthly, semimonthly, weekly, or biweekly dues. The amount deducted shall be paid to the Council or Local Union Treasurer, AFSCME, as you may be directed. This authorization shall remain in effect unless you receive written notice to rescind between August 15 and September 15 of any year.

☐ I AM EMPLOYED TWENTY (20) HOURS OR LESS PER WEEK.

Signature __________________________ INCLUDES MSTA / NEA DUES
PUT IN YOUR “PONY” MAIL

ACE≤AFSCME
LOCAL 2250 AFL≤CIO
9500 Arena Drive, Suite 200
Largo, Maryland 20774
ARTICLE VII - PERSONNEL POLICIES

SECTION 1 — Disciplinary Action
The Board shall reprimand, discipline or terminate an employee for cause in a fair, impartial private manner. Any discipline of an employee by a supervisor shall be conducted in private, so as to avoid embarrassment to the employee.

The employee will be paid for time attending any disciplinary meetings which are scheduled by management outside of the normal duty day of the employee. The administration agrees to advise an employee in advance of a scheduled meeting if the purpose of same is to specifically investigate a situation that may result in disciplinary action being taken against such employee. In such an event the employee is entitled to Union representation and, if desired but unavailable upon short notice, the scheduled meeting shall be rescheduled by the Board and the Union at a mutually agreed upon time within the next two (2) consecutive workdays.

SECTION 2 — Announcements of Job Opportunities
A. Job opportunity announcements will contain instructions to supervisors that such announcements shall be posted in areas accessible to all bargaining unit members assigned to that work location, i.e., office, staff lounge, cafeteria.

B. Employment Opportunity Notices shall be posted for fifteen (15) working days on the school system Internet site. Notice shall also be placed in all schools and office buildings in areas that are accessible to all current members. Copies shall also be sent to the Union office.

C. Reasonable effort will be made to publicize information on allocation of summer positions as early as possible.

SECTION 3 — Work Performed Outside of Classification
An employee detailed to duty outside his or her regular classification for more than twenty (20) consecutive working days shall be compensated at the appropriate rate for the classification that he or she is detailed to the period of detail beyond the twenty (20) days.

SECTION 4 — Salary Notification
The Board shall provide each ten (10) month employee with a notification of the employee’s salary and any anticipated change of assignment for the coming school year. Such notification shall be provided at the earliest practical date, but normally by June 30 preceding the opening of the school year.

If the notification of salary and assignment are not sent by June 30, a separate notification concerning the employee’s status for continuing employment will be sent by June 30.

SECTION 5 — Employee Evaluation
Each employee shall have an annual employee evaluation conducted fifteen (15) days before his or her anniversary date. The Board shall provide each employee with a copy of the annual employee evaluation.

A. Within five (5) days from date of evaluation, an employee may request a conference with the person who evaluated him or her and the next line official to discuss any comments with which there is disagreement.

B. Any employee who continues to disagree with his or her evaluation may submit a rebuttal in writing that shall be sent to the Director of Human Resources and made a part of his or her personnel record.

SECTION 6 — Pay Periods
Eleven (11) and twelve (12) month employees shall be paid on a twenty-six (26) pay period schedule, and ten (10) month employees shall be paid on a twenty-two (22) pay period schedule. Ten (10) month employees may elect to have their ten-month earnings paid over a twelve-month period on a prorated basis. Written application for twelve-month pay option must be received in accordance with regulations that will be issued annually by the Board. Once elected the twelve-month pay option is irrevocable except for subsequent school years. Paychecks will be given to all classified employees in sealed envelopes. Insofar as possible, paychecks will be given to employees prior to quitting time on payday.

SECTION 7 — Pay Procedures for Ten Month Employees
For the convenience of those classified employees who are employed on or before the opening day of school each year, and at the specific request of their duly designated and recognized employee organization, each paycheck for ten (10) month employees will represent 1/22 of their hourly rate times scheduled number of work hours per day times number of scheduled work days for the school year, as shown on pay tables for classified employees, or appropriate fraction thereof depending on date of hire or termination; providing, however, that in the event of a change in the employee’s rate of pay or a change in the number of work hours per day the appropriate adjustments will be made prior to the end of the fiscal year and provided further, that in the event of the severance of a classified employee, irrespective of cause, the Board shall readjust each employee’s wages on the basis of actual hours worked, in which event the Board and/or the employee shall reimburse the other, immediately upon demand, of any monies otherwise overpaid and/or underpaid.

All other employees shall be paid on their regular hourly basis.

SECTION 8 — Regulations for Supporting Personnel
A revised copy of the Regulations for Supporting Personnel shall be distributed along with each copy of the Negotiated Contract, and a copy of this negotiated agreement and the Regulations for Supporting Personnel, shall be provided each separate department in the schools, the central office, the central garage and the maintenance shop.

SECTION 9 — Overtime
A. An employee called to work outside his or her regular work day shall be paid for a minimum of two (2) hours at the rate of time and one-half (“”) so long as such time is not an extension of his or her regular work day or extending the beginning or ending time of the shift. If overtime comes at the beginning or end of a regular shift when the employee would normally work, he or she will be paid only for the actual time worked.

B. An employee called from home to work overtime will be paid for travel time up to a maximum of one (1) hour.

C. Overtime shall be distributed equally to employees on a rotating basis working within the same job location or school, and who are qualified, and who are within the geographical area, excluding Transportation employees, who are covered in Section 27 of this Article.

D. Overtime is defined as work performed in excess of the normal workweek. Overtime will be authorized only when it is the most practical and economical procedure for the accomplishment of essential work.
E. All work up to forty (40) hours will be compensated at the regular hourly rate. Work in excess of forty (40) hours will be compensated for at one and one-half (1½) the regular hourly rate. Work in excess of forty (40) hours performed on Sunday will be compensated for at twice the regular rate.

F. Compensation for overtime work may be in the form of wages or as compensatory time off; compensatory time off must be of equivalent value to such wages. Compensation will be in the form of compensatory time off unless otherwise authorized by the Chief Executive Officer's or his or her designated representative, provided however that, if compensation in the form of wages has been authorized and the employee’s accumulative unused compensatory time is not in excess of the maximum accumulation specified below, the employee may elect not to receive the compensation in the form of wages and have the appropriate amount of compensatory time off added to their accumulated compensatory time not to exceed the maximum specified below.

G. When work in excess of forty (40) hours a week is compensated for by the granting of compensatory time off at one and one-half (1½) times the hours worked and/or twice the hours worked, such time off must be taken during the same pay period as the overtime worked. When this is not feasible, compensation must be in wages unless the employee elects to accumulate compensatory time off. An employee’s accumulation may not exceed six (6) days at any one time, with the exception of eight (8) days for pay table 200. Utilization of any accumulated compensatory time must be approved in advance by the leave granting authority.

H. When central offices have been closed due to a weather emergency the following will apply:

1. Emergency personnel completing sixteen (16) hour shifts at a point in time where there are fewer than eight (8) hours remaining before the employee is scheduled to report for the next regular duty day will be given the flexibility of delaying the beginning of their next regular eight (8) hour shift to a point in time subsequent to the regular starting of their shift and the point in time which is eight (8) hours subsequent to the conclusion of the emergency overtime shift.

2. When the hours worked during a weather emergency will not result in a work week in excess of forty (40) hours the compensation will be in the form of compensatory time off at the rate of time and one-half (1½).

I. Food service employees shall receive wages at one and one-half (1½) times their regular hourly wage for all work performed beyond the school day and on days schools and offices are closed with the exception that if the Food Service Department should establish a catering service, those employees would receive overtime pay after forty (40) hours of work a week.

SECTION 10 — Mileage for Official Board of Education Business

Any employee using a car to conduct authorized and required Board of Education business shall receive mileage reimbursement at the rate as established by the Federal Government for the Washington area. Such rate changes as are effected during the fiscal year shall be implemented at the beginning of the month immediately following the rate increase.

A. Authorized business travel for reimbursement purposes is defined as any travel directed by a principal or department head, such as making bank deposits, transporting an ill child home, etc. Employees who are required to report to work locations other than their regular assigned work locations will be paid mileage reimbursement for those miles which are in excess of their normal daily commuting mileage.

B. School-based employees whose primary job requires that they work in more than one school during the same day will be reimbursed mileage. Mileage reported for reimbursement each day shall be the number of miles driven during the day minus twice the distance from home to the designated base school for that day. It understood that some of this payment may be taxable income.

C. For the purpose of this section Vision and Hearing Technicians shall be considered school-based.

SECTION 11 — Seniority

Seniority means the length of continuous service of a permanent employee in a specific classification within a grade on a particular pay table except as hereafter provided.

A. If a permanent employee is returned to the class previously held on the same pay table at a lower grade, the employee shall, for purposes of measuring seniority in the lower grade, be credited with the length of service at both the higher grade and at the previous lower grade, as measured from the most recent date of hire.

B. A permanent employee who is transferred to a class within the same grade on a particular pay table shall have the same seniority as if he or she had been in continuous service in the new class, as measured from the most recent date of hire.

SECTION 12 — Promotion

The term “promotion” means the advancement of an employee to a higher grade vacant position.

A. The Human Resources Office will publicize the hereafter-stated positions by publishing an Employment Opportunity Notice which is to be posted in all schools or other offices:

- Pay Table 100 — Grade 8 and above
- Pay Table 200 — Grade 11 and above
- Pay Table 400 — Grade 9 and above
- Pay Table 500 — Grade 2 and above
- Pay Table 600 — Grade 3 and above
- Pay Table 700 — Grade 11 and above

B. The Board will include on each Employment Opportunity Notice the minimum qualifications to be eligible for consideration.

Employees shall apply for promotion as required by the vacancy announcement. If it is determined that an individual does not meet the minimum qualifications for promotion, he or she will be so advised.

C. The applications of qualified applicants for a vacant position will be provided by the Human Resources Office to the appropriate supervisor who must interview the three (3) most senior of the applicants referred to him or her unless he or she has interviewed the same applicant within the preceding six (6) months. In addition, he or she may interview such other applicants, as he or she desires from among those referred to him or her. When all other factors being considered are determined to be equal, seniority shall be the determining factor.

Employees interviewed for promotion/transfer but not selected will be so notified in writing.

D. When an employee is promoted or his or her position reclassified upward two (2) grades or more on the same salary scale, he or she shall be placed on the appropriate grade at that step which approximates a two (2) step increase in his or her former pay. When the promotion or reclassification is less than two (2) grades, he or she shall be placed on the next higher grade at the step that approximates a one (1) step increase in his or her former pay. The salary cannot be higher than the maximum for his or her new salary range.

E. When an employee is promoted to a new salary scale, he or she shall be placed on the new salary scale at a step that approximates at least a two (2) step increase in his or her former pay.
F. The Board will maintain a file of qualified applicants for promotion. An employee may apply for a promotion at any time.

G. The current typing test administered by the Board shall be standardized to conform to acceptable industry standards regarding proper equipment and scoring. The Board shall also review the upgrading of the typing test equipment.

SECTION 13 — Voluntary Transfers

When there is a vacancy to be filled, first consideration will be given to present employees who have a current Transfer Request Card on file in the Human Resources Office for such a position. When all other factors being considered are determined to be equal, seniority shall be the determining factor. Employees interviewed for transfer but not selected will be so notified in writing.

SECTION 14 — Involuntary Transfers

At the request of Union, Board hereby summarizes its present procedures concerning the implementation of involuntary transfers. This summarization is general and not intended to be inclusive of all variations there from to which the Chief Administrator for Human Resources may have resorted from time to time in the past, in order to promote the efficient operation of the Prince George’s County Public Schools, consistent with prior established Board policies, administrative directives and the Regulations for Supporting Personnel.

A. Involuntary Transfer defined: The transfer of an employee within a specific grade and class from one work location to another. An “involuntary transfer” is not an “administrative transfer” which shall be effectuated, without regard to the hereafter procedures, when such “administrative transfer” is ordered implemented by the Chief Administrator for Human Resources upon his or her determination that same is deemed necessary to improve an employee’s job performance.

B. Should it be necessary for the Board to initiate involuntary transfers from any school or work location, the following steps shall be taken:

1. Volunteers within the class and grade who are qualified for the new assignment shall be sought from the affected school or work location.

2. If the number of volunteers exceeds the number to be involuntarily transferred, the most senior qualified employee/employees within the class and grade from among the volunteers shall be transferred.

3. Should no volunteer be found the least senior employee/employees within class and grade in the affected school or work location shall be transferred.

4. The employee/employees subject to an involuntary transfer shall have the opportunity by seniority, within class and grade, to select from all openings available at the time of transfer if qualified for the new assignment.

5. If, upon the exhaustion of the above selection process, the employee/employees do not select an available opening and one or more of such still exist, the Director of Human Resources shall assign such remaining unassigned employee/employees at his or her sole discretion to whatever opening(s) remain prior to implementing the procedures set forth in Section 15 of this Article VII.

6. No vacancies shall be filled by temporary employees or new hires until all employees to be transferred have been offered all vacant positions.

SECTION 15 — Reductions in Force

A. Definition: A reduction in force is the termination of employment of one or more employees when it is necessary to reduce the number of employees. The following are not reduction-in-force actions and are not covered by these regulations:

1. Separations other than for the purpose of reducing the number of employees.

2. Terminations of temporary appointments.

3. The return of an employee to his or her former position after temporary promotion.

B. Procedures: When it becomes necessary to reduce employees within a particular class because of lack of funds or other cause, the following procedures shall apply:

1. Temporary and Probationary Employees: All temporary and probationary employees in the affected classification shall be separated before any permanent employees are reduced.

2. Permanent Employees: The reduction of permanent employees shall be on the basis of the following three factors:

   a. Seniority in a particular class and grade;

   b. Seniority with the Prince George’s County Public Schools;

   c. Where seniority in a particular class and grade is equal, skill, ability and efficiency may be taken into consideration by the Board in determining reductions in force.

3. Bumping: If a permanent employee is scheduled to be laid off, he or she shall be offered a transfer or demotion to a lower class if he or she has preference over an employee in that class in accordance with paragraph b. of this section and is qualified for the position occupied by the employee over whom he or she has preference.

4. Recall: Permanent employees shall be recalled from layoff in the reverse order in which they have been laid off in accordance with the procedure set forth above for reduction in force. An individual will retain recall rights for a period of two (2) years. If at any time during this period he declines an offer of recall he or she shall forfeit all recall rights. During a period of layoff no individual will be hired to fill a position of the grade and qualification of an individual on layoff unless such person declines the recall. An individual who is offered recall must indicate within seventy-two (72) hours whether or not he or she accepts the position offered and must be available for return to work within thirty (30) days.

C. Upon recall employees will have the same entitlement to sick and annual leave as they had at the time of termination.

D. In the eventuality an employee is recalled within two (2) months of their normal work year, there shall not be an adjustment to their anniversary date.

SECTION 16 — Job Security

For the duration of this Agreement, no permanent employee will lose employment due to services being provided by an outside contractor, provided that such employee will accept temporary assignment to a position for which he or she is qualified on the same or lower grade until such time he or she is offered a permanent assignment to a position for which he is qualified at the original grade and pay.

The foregoing provision shall not apply in the event Board actions are needed to implement Federal, State or County mandates or action required by other boards having authority to direct Board activities and as a result, the Board does not have sufficient vacancies to transfer the affected employee. In such circumstances the provisions for Involuntary Transfer (Article VII, Section 14) and Reductions-in-Force (Article VII, Section 15) will apply.

No permanent employee will lose employment through reduction-
in-force or contracting out services. Such provisions shall not apply in the event that Board of Education actions are needed to implement Federal, State, or County mandates or actions required by other boards having authority to direct Board activities.

SECTION 17 — Use of Substitutes
A substitute or temporary employee will not be used to fill an authorized position in excess of sixty (60) working days except (1) when a qualified individual is not available to fill a position on a permanent basis or (2) where necessary to hold a position for a person on an approved leave of absence or (3) to preserve a vacancy for an employee currently assigned to a position scheduled to be eliminated (e.g., school closings, budget reductions, reorganization).

SECTION 18 — Tuition Reimbursement
The Board shall reimburse employees for tuition costs up to the amount of one hundred twenty dollars ($120.00) per credit and for the full cost of books for approved job-related courses successfully completed, when approved in advance by the Office of Staff Development and within limitation of funds budgeted. Upon request, the President of the Union will be advised of the amount budgeted for tuition and books reimbursement for non-certificated personnel.

SECTION 19 — Liability Protection/Personal Vehicle
A. Any criminal action, civil suit, or loss or damage to personal property occurring to an employee while acting within the scope of the employee’s duties and resulting from an act alleged to have been performed by such personnel in the performance of such duties shall be promptly reported to the Board or its designated representatives. The Board of Education shall provide legal counsel or at the Board’s discretion may provide reimbursement for the reasonable expenses of the legal defense of any criminal charges arising from an incident occurring while the employee was performing assigned duties for the Prince George’s County Public School System, provided it is evident to the body or legal authority shall result in no loss of salary or accumulated leave.

1. Time for appearance as a defendant or witness before a judicial body or legal authority shall result in no loss of salary or accumulated sick or personal leave.
2. In case of disability an employee’s salary shall continue in full without reduction in accumulated leave. If Worker’s Compensation payment is forthcoming, the amount shall be deducted from the salary.
3. In the event that total disability results due to the incident mentioned in this section, the Board of Education shall pay the difference between the compensation payment and the contractual salary of the employee without reduction of accumulated leave.
4. The length of time for which one receives compensation under this section shall be determined by the Worker’s Compensation ruling.

B. Each employee shall be reimbursed in the sum of not more than two hundred dollars ($200.00) per occurrence for proven destruction of clothing, including eyeglasses and contact lenses, caused by an act performed in the performance of his or her duties.

C. Transportation of Non-Students
The Union shall provide the Board of Education with a written statement that contains language that will request a definition as to whom Family Service workers may or may not transport as part of their duties and responsibilities. In addition, the Union’s statement will include language which requests a definition as to the liability of the employee while transporting students, or other person who has been identified as someone the employee may be required to transport as part of their duties and responsibilities.

SECTION 20 — Food Service Employees
A. The specific duties and responsibilities of the custodial personnel as related to the kitchen and cafeteria area shall be made known in writing to the Food Service manager of each school.

B. Food Service employees designated the responsibilities of operating a satellite lunch program transporting up to one hundred (100) lunches daily will be paid their regular salary plus two percent (2%); those operating and transporting between one hundred one (101) and two hundred (200) lunches daily will be paid their regular salary plus seven percent (7%); those operating and transporting between two hundred one (201) and four hundred (400) lunches daily will be paid their regular salary plus ten percent (10%); and those operating and transporting more than four hundred (400) lunches daily will be paid their regular salary plus eleven percent (11%).

C. Food Service assistants who are required to attend summer workshops will be paid at their regular hourly rate of pay or be granted compensatory time off during the school year. The compensatory time off is to be selected by the Food Service assistant but must be approved by the leave granting authority.

D. In addition to being paid their regular salary, Food Service managers responsible for serving breakfast shall receive annually prior to the end of June, an additional payment as follows: one hundred fifty dollars ($150.00) if the average daily breakfast participation during that school year was up to twenty-five (25) pupils; two hundred dollars ($200.00) if more than twenty-five (25) but not more than seventy-five (75); two hundred fifty dollars ($250.00) if more than seventy-five (75) but not more than one hundred (100); and three hundred dollars ($300.00) if such daily breakfast participation, as averaged for said school year, exceeded more than one hundred (100) pupils.

E. In addition to being paid their regular salary, Food Service managers responsible for preparing satellite lunches shall receive annually prior to the end of June, an additional payment as follows: two hundred dollars ($200.00) if the average daily satellite lunch preparation during that school year was more than twenty-five (25) but not more than one hundred (100); two hundred seventy-five dollars ($275.00) if more than one hundred (100) but not more than one hundred and fifty (150); three hundred fifty dollars ($350.00) if more than one hundred and fifty (150) but not more than two hundred (200); and four hundred twenty-five dollars ($425.00) if such daily satellite lunch preparation, as averaged for said school year, exceeded more than two hundred (200) lunches.

F. If necessary, reduction in the hours of Food Service employees, below the hours established for the beginning of the school year due to reduced participation shall be made no more than once during a school year. The adjustment, if necessary, shall be based on average participation through January. It is understood if an employee’s hours increased above the level established at the beginning of the school year, as a result of an increase in participation, the employee’s additional hours may be reduced at any time if the increase in participation does not continue.

G. Involuntary transfer of Food Service employees will be accomplished on a seniority basis, as long as the person is qualified to perform the necessary job function.
H. Food Service managers shall receive a signed copy of the monthly Food Services Report and a copy of the appropriate cafeteria items on all Health Department Reports.

I. Food Service managers will be paid at their regular rate of pay for the additional hours worked outside of the regular duty day for time devoted to the completion of the Food and Labor Cost Study, up to a maximum of five (5) hours.

J. Two (2) hours of the Food Service manager’s daily time will be excluded from the staffing formula.

K. Managers shall not be required to notify employees of reduction in hours during the summer months. In addition, managers shall not be required to locate employees for vacant positions.

L. The Board and the Union shall form a joint committee to study the current staffing ratio for Food Service employees and other matters of mutual concern.

M. Food Services Assistants who operate satellite facilities shall be titled Food Services Satellite Leader.

N. Food Services Field Representatives shall be titled Food Services Field Specialist.

O. No food service 10-month employee shall be required to work between June 30 and August 1, except for unusual circumstances.

SECTION 21 — Central Garage

A. All personnel will be assigned on an as needed basis.

B. Budgeted mechanic positions will not be filled with garagemen or trades helpers.

C. A foreman or mechanic will supervise all work done by trade’s helpers.

D. Road calls will be assigned to personnel who have displayed the proper aptitude and ability for this type of assignment. When an employee dispatched on a road call requests assistance, an additional employee shall be dispatched to accompany and assist him or her when available.

E. The equivalent of sixteen (16) hours of in-service training will be provided each school year.

F. When stolen or damaged tools are replaced in accordance with current procedures, the replacement will be of the same quality and brand if available of the tools stolen or damaged. It is understood that replacement of damaged tools is limited to tools which have been damaged beyond the control of the employee and not as a result of negligence or carelessness on the part of the employee or through normal wear and tear. The Central Garage shall notify any employee who does not have a tool inventory list on file in the Central Garage office. A tool inventory list shall be provided to each employee semi-annually for comparison of the office list with his or her own tool inventory.

G. The working day of full-time Central Garage personnel shall be scheduled so as to permit a thirty (30) minute duty-free lunch period.

H. Central Garage Executive Board members shall meet quarterly with the Supervisor of Garage Operations to discuss matters of mutual concern. Central Garage Executive Board members and shop stewards shall meet semi-annually with the Supervisor of Garage Operations to discuss matters of mutual concern. Such meetings shall not interfere with the normal operations of the Central Garage.

I. Consistent with safety, feasibility and budget limitations efforts will be made to provide heat in an appropriate location on bus lots.

J. For the duration of this agreement, permanent Central Garage employees in the positions listed below will receive an annual tool allotment as specified:

1. Tire Specialist, Lube Specialist $150.00
2. Glass Technician, Upholsterer $200.00
3. Automotive Service Attendant, Trades Helper $275.00
4. Mechanic, Machinist $350.00

The payment will be made during the first quarter of the fiscal year. A receipt verifying purchase of such tools will be required prior to reimbursement. Tools may be purchased through the Purchasing Department up to the amount of the tool allotment. Central Garage employees promoted to one (1) of the positions specified above prior to April 1 will be paid the difference between the tool allotment for the position from which the employee was promoted and the position to which he or she was promoted.

K. Asbestos Medical Monitoring — Any employee who is employed in a position whose job activity causes them to break, cut into, tear out, or otherwise disturbs asbestos or asbestos-containing materials, or who shall be obligated to work in such areas while this activity is taking place, will have an entitlement to annual medical monitoring at Board’s expense either at a medical facility of the Board’s selection of at one of the employee’s own choosing, the Board being the sole determinant therefore. Such medical monitoring shall consist only of such services as are from time to time approved and authorized for employees of the State of Maryland with Level II exposure, as such services and Level are defined pursuant to Executive Order 01.01.1983.09, April 13, 1983. If any employee refuses to work with asbestos, he or she shall not be eligible for medical monitoring unless previous Level II exposure to asbestos as a Board employee can be documented.

L. The Board shall provide appropriate replacement of First Aid materials for each garage and bus lot upon being notified of need. Appropriate safety items such as safety goggles, gloves (rubber, latex and nitril), and glasses shall be provided at all Central Garage locations.

M. All central garage employees will be provided the opportunity to be trained in First Aid including the course which leads to CPR certification.

N. All garage personnel shall have access to lunchrooms at their work site one half-hour before and after each shift change in addition to lunchtime for each shift.

SECTION 22 — Non-School Based Administrative Office Personnel

A. The Board shall provide parking spaces within a reasonable walking distance of the administrative office building.

B. The Board shall provide soft drink, potato chip and cracker machines for all central office buildings.

C. The equivalent of one day of in-service training will be provided each school year.

D. In the event of hazardous temperatures or environmental conditions, the Chief Administrator for Human Resources may close an office at his or her discretion.

E. There will be a liberal leave policy in effect for central office personnel when schools are closed due to inclement weather.

F. There will be a liberal tardiness policy in effect for Central Office personnel when schools are closed or there is a delayed opening due to inclement weather.
G. Employees who are in a probationary status as a result of having been promoted to a higher grade may apply for and be considered for promotion to a different position during the period of time they are completing a probationary period following promotion. It is understood that, if the employee is selected, they will begin a new probationary period in the new position.

H. All security alarm technicians shall receive an annual tool allotment of $175.00 per year. Alarm technician helpers shall receive an annual tool allotment of $100.00 per year.

I. Printing Services, Bindery Workers, and Press Operators shall receive a $150.00 tool allotment each year.

SECTION 23 — Health Services Personnel and Vision-Hearing Technicians

A. If reassignment or transfer of employees should be required, the Board will give as much advance notice as possible of such anticipated reassignment.

B. The Board shall provide a separate telephone for the use of health services personnel. The phone shall have 911 access.

C. The working day of full-time health services employees shall be scheduled so as to permit a thirty (30) minute duty free lunch period. Health Services professionals shall receive unpaid compensatory time if they are unable to take the 30-minute duty-free lunch.

D. Health services personnel shall not be required to work beyond the regular workweek without compensation in wages or compensatory time.

E. The Board shall install air conditioners in Health rooms in accordance with need and availability of funds.

F. Re-certification training in CPR and first aid for health services personnel will be conducted within the prescribed number of working days where feasible. When the Board conducts such re-certification training outside of the regular work period, compensatory time off will be granted, or each participating Health Services employee will be paid a stipend as determined by the Chief Executive Officer.

G. Vision-hearing technicians will be paid at their regular rate of pay for any authorized workdays scheduled in addition to the one hundred sixty (160) days required pursuant to the provisions of Pay Table 600.

H. Health services personnel who had been previously classified as vision-hearing technicians shall receive full credit toward their seniority as a health services personnel for time spent as vision-hearing technicians since the most recent date of hire.

I. Health services personnel and vision-hearing technicians desiring to attend job-related workshops scheduled during the duty day may submit a request to the Health Services Supervisor for consideration.

J. Health services personnel will not be required to substitute for teachers except in emergency situations and for a limited and reasonable duration.

K. Except in emergencies, health services personnel will not normally be required to discipline students except those who are confined to the health room for health reasons.

L. On days preceding scheduled non-workdays or days when schools are closed early (not scheduled early dismissal days) Health Services personnel shall be permitted to leave their school building after student dismissal and after their assigned responsibilities are met as determined by the school administration.

M. The Board shall conduct a pay equity/compensation study of all Health Services classifications to be completed by January 1, 2005.

SECTION 24 — Paraprofessional Educators

A. Paraprofessional educators are entitled to receive instruction from the teachers with whom they work on at least a weekly basis.

B. When a reduction in force is necessary, all paraprofessional educators regularly employed by the Board shall be deemed of one class and the provisions of Section 15 shall apply, unless a paraprofessional educator who is the subject of such provision has specialized training, such as an interpreter or similar type of special education paraprofessional educators, in which event the Director of Human Resources may establish a separate class for persons of such extraordinary qualifications. The Board agrees to follow the RIF language in the contract for all employees who are subject to the requirements of the No Child Left Behind Act who are unable to meet the requirements by the deadline of January 2006. Said employees shall be placed in other jobs for which they qualify.

C. The equivalent of two (2) days of in-service training will be provided each school year.

D. The working day of full-time paraprofessional educators shall be scheduled so as to permit a thirty (30) minute duty-free lunch period. All paraprofessional educators working full-time summer positions shall receive a thirty (30) minute duty-free lunch period. Paraprofessionals assigned field trips/community-based instructional trips and not scheduled for a duty-free lunch shall receive unpaid compensatory time.

E. Personnel presently employed as paraprofessional educators will receive their regular hourly rate of pay for work performed as a paraprofessional educator in the summer school program.

F. Involuntary transfer of paraprofessional educators will be on a seniority basis within each program or area of specialization.

G. When special education students in a specific program are transferred to a different school or center for summer school, special education paraprofessional educators of that school will be augmented by special education paraprofessional educators from the feeder schools on a seniority basis, provided they possess the qualifications appropriate to the program and additional vacant positions are available.

H. Credit for advancement to a higher grade on the paraprofessional educators salary schedule shall be given for all approved educational courses, not limited to SAW-ME courses. To be approved by the Division of Human Resources, the educational course must be directly related to the duties performed by the paraprofessional educator.

I. Paraprofessional educators will not be required to substitute for teachers except in emergency situations and for a limited and reasonable duration.

J. A joint committee shall be formed to study the duties and responsibilities of all categories of paraprofessional educators. The committee will study the paraprofessional educators salary schedule and report their findings to the respective negotiating teams by January 1, 2006 unless there is mutual agreement for a later date.

K. Paraprofessional educators shall not be required to assist student teachers with preparation for classes.

L. On days preceding scheduled non-workdays or days when schools are closed early (not scheduled early dismissal days) Paraprofessional educators shall be permitted to leave their school building after student dismissal and their assigned responsibilities are met as determined by the school administration.

M. Interpreters:

1. Full-time Interpreters are entitled to a planning period each workday to prepare for assigned classes and/or activities. The Interpreter’s supervisor shall schedule all planning periods.
2. Interpreters shall not be required to substitute for teachers, paraprofessional educators, or tutors except in emergency situations.

N. Tuition Reimbursement – The Board shall pay the full cost of tuition and other reasonable expenses incurred by a Paraprofessional who successfully completes a course or professional development activity that meets the educational requirements of the No Child Left Behind Act of 2002, contingent upon money being budgeted or provided for by a grant.

O. Joint Committee of the Board & Union - A joint committee of the Board and the Union shall be formed to study the duties, roles, and responsibilities of the following positions: Paraprofessional Educators, Media Aides, Special Education Paraprofessional Educations, Physical Therapist Aides, Technology Support Professionals and Interpreters/Translators. The Board shall develop job specifications for each of the above-mentioned positions. In addition, the joint committee shall develop a Paraprofessional Educator’s Handbook and shall also study and make recommendations regarding the use of personal funds by a paraprofessional to purchase educational equipment and resource materials.

P. Technology System Support Personnel - All School-based Information Technology System Support Personnel shall be under the general supervision of the building administrator. They shall be under the direct supervision of the Regional Technology Specialist for the following: a) specific evaluations, b) job requirements and expectations and c) training referrals.

Q. Professional development days shall include job-related training with continuing education units/college credits.

SECTION 25 – Maintenance Department

A. The Maintenance Department Executive Board members shall meet quarterly with the Director of Maintenance to discuss matters of mutual concern. The Maintenance Department Executive Board members and shop stewards shall meet semi-annually with the Director of Maintenance to discuss matters of mutual concern. Such meetings shall not interfere with the normal operations of the Maintenance Department.

B. When stolen or damaged tools are replaced in accordance with current procedures, the replacement will be of the same quality and brand, if available, of the tools stolen or damaged up to the quality which is the standard for the trade.

C. All Maintenance employees shall receive in-service training as needed and as determined by the Director. The Board will study the training programs requirements for Maintenance Department personnel to determine if additional training programs are needed, such as more in-service, workshops, specific course offerings incorporated into the adult education program and apprenticeship type training experience.

D. The working day of full-time Maintenance Department personnel shall be scheduled so as to permit a thirty (30) minute duty-free lunch period.

E. Uniform personnel evaluation procedures will be followed.

F. The Board will provide an asbestos safety orientation program for all Maintenance Department employees.

G. In addition to the orientation program, Maintenance Department employees whose daily duties require them to come into contact with asbestos will be provided comprehensive asbestos safety training.

H. Asbestos Medical Monitoring - Any employee who is employed in a position whose job activity causes them to break, cut into, tear or otherwise disturb asbestos or asbestos-containing materials, or who shall be obligated to work in such areas while this activity is taking place, will have an entitlement to annual medical monitoring at Board’s expense either at a medical facility of the Board’s selection or at one of the employee’s own choice, the Board being the sole determinant therefor. Such medical monitoring shall consist only of such services as are from time to time approved and authorized for employees of the State of Maryland with Level II exposure, as such services and Level are defined pursuant to Executive Order 01.01.1983.09, April 13, 1983. If any employee refuses to work with asbestos, he or she shall not be eligible for medical monitoring unless previous Level II exposure to asbestos as a Board employee can be documented.

I. First consideration for overtime shall be given to the 700 shop for work that is normally assigned to the 700 shop.

J. In-service training opportunities will be made available to employees in the 700 Shop.

K. For the duration of this agreement, permanent Maintenance Department employees on Grade 14 or higher and assigned to the Electric, Glass and Paint, Grounds, AHERA (Asbestos), Electronics, Carpentry, Roofing and Sheet Metal, Heating, Ventilation and Air Conditioning shops will be eligible for an annual tool allotment of $175.00 and grades 10 through 13 will be entitled to $100.00.

The payment will be made during the first quarter of the fiscal year. A receipt verifying purchase of such tools will be required prior to reimbursement.

L. The Maintenance Department shall establish permanent promotional procedures. The procedures shall include language that gives priority consideration to experience and seniority when considering an individual's qualifications for the position for which the employee has applied. The procedures shall be posted and made available to all maintenance employees.

SECTION 26 — School Clerical Employees

A. Involuntary transfers due to school closings or declining enrollment will be made to available positions on the basis of seniority in class and grade.

B. The working day of school clerical personnel shall be scheduled so as to permit a thirty (30) minute duty-free lunch period.

C. The Board shall make available summer job assignments to regularly employed school secretaries, provided they are qualified for the position, to fill these vacancies being filled from other school employees or from outside the school system.

D. The allocation for school secretaries will be as funded in the approved school budget.

E. The workdays set forth for School Clerical employees in Table 700 will be scheduled after August 20th and prior to the end of the fiscal year, with the exception of the school registrars.

F. The Board and the Union will study the current staffing ratio for school office employees.

G. The equivalent of one (1) day of in-service training will be provided each school year.

H. A study will be conducted to determine the need for summer clerical help in the schools, including the feasibility of twelve-month employment.

I. School secretaries working in their regular assignment during the summer will be paid at their regular hourly rate.

J. Successful completion of Board sponsored training programs in the use of computer terminals will be recorded in the school secretary’s personnel folder.

K. Except in emergency situations, school clerical personnel shall not be required to arrange for teacher substitutes beyond their scheduled workday.
L. Except in an emergency, school clerical personnel shall not be responsible for disciplining students who are sent to the office for disciplinary reasons.

M. School secretaries will not be required to substitute for teachers except in emergency situations and for a limited and reasonable duration.

SECTION 27 – Transportation Employees

A. To the extent possible, all bus drivers and transportation attendants working overtime or receiving additional compensation for activity runs, kindergarten runs, etc., shall be paid no later than the following pay period. No bus driver may drive more than ten (10) hours daily nor have a paid duty day of more than fifteen (15) hours. For the purpose of computing a bus driver’s “driving time”, such time shall be constituted as his or her “regular paid daily work day”, irrespective of actual time devoted to driving, plus such actual time driven over and above his “regular paid daily work day”. Furthermore, no bus driver may drive in excess of eight (8) hours daily as such time includes his or her “regular paid daily work day” on more than three (3) days per Monday through Friday week, of which no more than two (2) days may be consecutive. The only exception shall be in the case of a postponed “field trip” resulting from an event for which a driver has actually signed a commitment to drive and which has been postponed within seven (7) days of its original date.

B. Effective August bid day, 2004, all bus drivers and attendants shall be paid at their regular rate of pay for all field trips.

C. The Board shall provide each transportation department employee with an identification badge containing the employee’s picture, name, and department.

D. Each bus driver and transportation attendant shall receive an itemized statement indicating what the driver or attendant is being paid for and the hourly rate of pay.

E. At the beginning of the school year, bus drivers’ and transportation attendants’ average daily driving time (transportation attendants’ average daily riding time) port-to-port will initially be predicated upon an actual estimate of the time required to run the route as determined by the Department of Transportation. When experience demonstrates that the average daily driving time port-to-port is different from the estimated time, appropriate plus adjustments will be made. These adjustments shall be made by the third pay period. Any dispute between the driver and the foreman over the time shall be resolved by the trainer or other appropriate personnel riding with the driver, if necessary, to determine if appropriate adjustments need to be made. Additionally, if plus adjustments are required, the driver or attendant will be paid from the first day the plus adjustment is necessary until the pay adjustment is made. Such plus adjustments must be completed by the third pay period of the school year. After bid day of each school year, management shall not be allowed to reduce a driver’s or attendant’s daily time and shall be required to work with a driver or attendant to add schools, stops, or overloads to make up any time that has decreased due to adjusting the time, deletion of stops, students, or schools. Additionally, if a driver’s or attendant’s daily time increases, and the additional time added to their mid-day runs causes him or her to work over forty (40) hours a week, management shall make a good faith effort to ensure that the driver or attendant shall not lose time or his or her mid-day run. The driver or attendant shall have the option of accepting or rejecting any proposed changes to his or her schedule.

F. Effective August bid day, 2004, all bus drivers and attendants with less than 5 standard daily hours shall become 5-hour employees.

G. Announcements of pre-school meetings will be posted prior to last duty day of the preceding school year.

H. Employees will be paid for up to one hour for attendance at an accident review meeting.

I. Seniority Policy

1. A seniority list of all bus drivers and transportation attendants assigned to each lot shall be maintained and posted on the lot. The list will contain the driver’s or attendants’ name, most recent date of employment as a driver or attendant, and in addition a separate list for orthopedic drivers and attendants will be maintained with the most recent date of assignment as an orthopedic driver or attendant. If an employee is promoted to a higher class or grade including lot foreman, bus driver trainer, assistant lot foreman, lead driver, auxiliary bus driver, orthopedic bus driver, bus driver, and is subsequently returned to the lower class or grade the employee shall have seniority as if they had been in continuous service in the lower class or grade. An employee who is promoted from an attendant position to a higher class and grade on the same pay table and is subsequently returned to the attendant’s position shall have seniority as if they had served continuously in the lower class and grade of attendant. An employee who has voluntarily or involuntarily been demoted to the class and grade of attendant and who has never worked in the class and grade of attendant shall not receive seniority credit for the time worked in a higher class and grade, and will be treated as a new employee but will receive credit on the salary scale for years of service. Placement on the seniority list of employees employed after July 1, 1979 shall be determined by the date and time such employee was hired at the Division of Human Resources.

2. All special education, orthopedic and regular runs will be posted with a general location of stop and size of vehicle, (Example: 5 hours, Central Avenue to Surrattsville). Effective August bid day 2004, all runs shall be 5, 6, 7, or 8 standard daily hours. Effective August bid day 2004, Howard B. Owens Science Center, William S. Schmidt Environmental Education Center, and the Eastern Shore site, and similar trips shall be included in the standard daily hours and shall be bid on and posted per this section. All other field trips that become available during the school year shall be bid on and posted per this section and shall be at a minimum of one (1) hour. Weekend field trips shall be posted similarly and shall be at a minimum of three (3) hours Athletic runs that begin after 4:00 p.m. will be posted and bid on as field trips per this section. These runs shall be selected by the drivers according to seniority. Seniority shall be based on original date of employment as a bus driver, except in the case of orthopedic drivers where seniority shall be based on most recent date of assignment as an orthopedic driver. After bidding an orthopedic run or special run on bid day, an orthopedic driver or attendant may not vacate that run until all bidding is completed. Orthopedic drivers and attendants shall bid first for the orthopedic runs and shall have priority for that type of work. If the driver is absent on bid day and the driver has not made prior arrangements in writing for someone to bid for them, the supervisor will make a run assignment after all drivers present have bid their runs. All runs that become available during the year shall be posted within seven (7) days and remain posted three (3) working days. Effective August bid day 2004, all "delayed" mid-days or extra runs shall be included in the standard daily hours and paid starting bid day. An available run will be assigned to the most senior driver bidding on the run. The successful bidder may bid on any and all additional runs which become available during the
remains of the year. The successful bidder may take his or her bus with him or her to the vacant run, provided it is appropriate and compatible for the run. The run vacated by the successful bidder will be re-bid as above and the run vacated by this second successful bidder will be assigned to a new employee. In the eventuality the run vacated by the second successful bidder is an orthopedic run, the orthopedic run will be re-bid, and the run vacated by this third successful bidder will be continually bid as long as it is an orthopedic run. New employees shall be assigned to the buses and runs remaining.

On or prior to the date for bidding, all non-public school runs will be clearly designated on the bidding board and bus drivers will be advised about these runs which are subject to a different calendar than the public school system; e.g., runs may be made on dates public schools are closed or are not made on dates public schools are open. In addition, at the time of bidding, drivers will be provided with the most recent information concerning the details of the non-public school run as such details are known by the Transportation Department.

Effective August bid day 2004, athletic and FAB drivers shall be 8-hour employees. Effective August bid day 2004, there shall be established a minimum of at least one (1) 8-hour Field Trip Driver position per lot.

3. Special Runs

Kindergarten, Head Start, work-study, etc., runs shall be assigned at the beginning of each year. Orthopedic drivers can bid on special runs and, for this purpose, the orthopedic drivers’ seniority shall be based on their most recent date of employment as a bus driver, unless the special run is an orthopedic run in which case orthopedic drivers will have priority for that run and orthopedic drivers’ seniority shall be based on their most recent date of assignment as an orthopedic driver. When a run becomes available during the year, it shall be posted on the list for three (3) working days. The new selection cannot, in any way, interfere with the driver’s existing assignment (regular or other special type). These special runs will be re-posted at the beginning of each year, or when they become available. Drivers’ daily time may exceed eight (8) hours by making these selections provided the selection conforms to the limitations described in #1 above. The Board shall provide a signup sheet at each lot to allow permanent drivers and attendants, including special education drivers and attendants, to sign up as substitutes for such vacant runs that become available of absences of auxiliary drivers or breakdowns. The substitute signup sheet shall be provided for kindergarten, work-study, activity, extra, or any middle-of-day runs that become available. The Bus Lot Foreman will assign the special run to the first available driver or attendant. When two or more drivers or attendants are available at the same time, the assignment will be offered to the most senior driver or attendant present. Nonpublic drivers or attendants shall be allowed to bid on all extra work (Example: Mid-day runs, kindergarten) that do not interfere with their regular run(s). Orthopedic drivers and attendants who sign up will be given priority for orthopedic work which will then be assigned by orthopedic seniority provided that the special run does not result in a schedule that exceeds 40 hours in a week. If there is no orthopedic work available, their regular seniority will be used.

The daily signup sheet shall be made available from opening to closing of business so that drivers and attendants may check theirs’ and other’s assignments.

4. Activity Runs

Those drivers desiring activity runs shall so indicate by signing an activity run list. The assignment shall be made by the supervisor according to seniority. A driver’s daily plus activity run cannot exceed eight (8) hours. The list may be signed at any time. A driver may re-bid at any time during the year if it means more weekly hours than previously worked, but a driver may re-bid only once during the year for a run with a lesser number of hours. This provision is not to be construed as an entitlement for a driver to have his or her daily run and activity run in greater than forty (40) hour work week. All activity runs to be paid at a minimum of one (1) hour.

5. Field Trips

Field trips may not interfere with an a.m., p.m., other special type runs, or may they interfere with safety meetings. Auxiliary drivers and substitutes shall not be permitted to take field trips except in the case of an emergency. When an orthopedic bus is used to take a group of orthopedic children on a field trip, the orthopedic transportation attendant is authorized to accompany the children on the trip.

6. Assignment of Buses

The seniority assignment of buses shall occur in August of each year or later (depending upon delivery of buses). The assignment of buses will be made by the Supervisor according to the seniority lists.

Brand new buses are to be given according to seniority and that driver will not be entitled to another brand new bus for five (5) years (effective 1976-77). New buses shall be assigned when they are delivered to the lot. In the event that new buses are not available at the beginning of the school year, drivers shall keep their past years’ assigned bus until new buses are available unless the driver’s new run requires a different type of bus.

Unless there are extenuating circumstances that dictate otherwise, and which are mutually agreed to by the Union and the Board, assignment of special education buses will be from the special education drivers’ seniority list. Similarly, assignment of conventional and pusher buses shall be by seniority and orthopedic buses’ will come from the standard list of drivers.

The Union shall have the opportunity to provide meaningful input on bus specifications.

Orthopedic buses shall be assigned in the same manner as special education buses from the orthopedic list.

7. Transfers:

a. A driver who is transferred from one lot to another for the convenience of the Prince George’s County Public School shall take his or her bus with him or her unless circumstances dictate otherwise and which are mutually agreed to by the Union and the Transportation Department and shall operate whatever run is available at the time. He or she shall be placed at the proper place on the seniority list for that lot and shall receive appropriate benefits. A driver who transfers for his or her own convenience shall operate whatever bus and run is available, if any, for the remainder of that school year and shall be placed at the proper place on the seniority list on the first of August.

b. A driver who transfers or who is transferred from either the regular, special education or regular seniority list on the lot to which assigned shall be placed at the appropriate position on the seniority list according to his or her most recent date of hire in that classification.

8. Summer Employment

These assignments shall be made upon the availability of the runs.
Initial assignment of summer runs will be made in accordance with a and b above.

In addition summer runs which become vacant prior to the final five (5) duty days of the program, will be re-bid after having been posted for one (1) day. The vacancy created by the successful bidder will be assigned to the most senior applicant on the summer run list.

Assignments shall be made according to the overall seniority list (orthopedic drivers and attendants are the first people eligible for orthopedic runs).

All drivers or attendants who bid on runs, including recreation runs, may substitute for other drivers who are not able to do a trip or run.

A driver may accept an attendant’s position, but if a run becomes available that driver (attendant) may bid on the run.

Assignments shall be made for each lot. The assignments shall include for grades one (1) through six (6).

Seniority will be the basis for assigning summer runs.

Daily time for summer runs will include the fifteen (15) minute time credit for safety inspection.

Once each summer, summer bus drivers shall be authorized an additional two (2) hours time credit when the bus is washed by them and verified by the lot foreman.

Announcements of summer runs shall be posted as soon as feasible after runs have been confirmed.

9. Guidelines:
   a. When assigning runs, drivers will not be considered for more than forty (40) hours per week.
   b. Bus drivers and attendants may remain on the seniority list during authorized leaves of absence for no more than fifteen (15) consecutive calendar months.
   c. Seniority among individuals with the same date of hire will be determined by a drawing of names.
   d. If any run or assignment is unclaimed, the appropriate Supervisor shall assign the position.

J. Pay Procedures for Bus Drivers:
   1. A driver’s daily time, including special runs, shall be comprised of the sum total of the following:
      5 standard daily hours = 4 hours, 20 minutes (run) + 30 minutes (circle checks) + 10 minutes (safety meetings, bus washes);
      6 standard daily hours = 5 hours, 20 minutes (run) + 30 minutes (circle checks) + 10 minutes (safety meetings, bus washes);
      7 standard daily hours = 6 hours, 20 minutes (run) + 30 minutes (circle checks) + 10 minutes (safety meetings, bus washes);
      8 standard daily hours = 7 hours, 20 minutes (run) + 30 minutes (circle checks) + 10 minutes (safety meetings, bus washes);
      a. His or her driving as same is calculated upon the average daily driving time port-to-port as such is determined by the Department of Transportation.
      b. A fifteen (15) minute time credit for safety inspection to be included in the standard daily hours.
      c. A fifteen (15) minute time credit for report preparation time, and cleaning and securing the bus to be included in the standard daily hours.
   2. It is understood, however, that no bus driver’s daily run shall be scheduled for an average daily run, the time of which when added to any activity run and the additional daily time credits allowed shall exceed eight (8) hours per day.
   3. Bus Driver’s Additional Compensation:
      a. Bus drivers shall receive as additional compensation two (2) hours credit for each time their bus is washed by them and verified by the lot foreman and, providing further that their shall be no more than one (1) bus washing per month. This credit shall be included in the standard daily hours.
      b. Bus drivers shall receive as additional compensation one (1) hour time credit for each monthly safety meeting they attend. This credit shall be included in the standard daily hours.
      c. Bus drivers shall receive as additional compensation a minimum of two (2) hours time credit for attendance at the pre-school orientation meeting. This credit shall be included in the standard daily hours.
      d. Bus drivers shall receive additional compensation at their regular hourly rate of pay for time spent participating in a conference at a school when their participation is authorized and required by the area assistant supervisor of transportation and the conference requires time beyond the driver’s daily time.
      e. The additional compensation defined above will be included in the paycheck for the reporting period in which the work was performed.

K. Pay Procedures for Transportation Attendants:
   1. A transportation attendant’s daily time, including special runs, shall be comprised of the sum total of the following:
      5 standard daily hours = 4 hours, 55 minutes (run) + 5 minutes (safety meetings, 6-hour annual safety training);
      6 standard daily hours = 5 hours, 55 minutes (run) + 5 minutes (safety meetings, 6-hour annual safety training);
      7 standard daily hours = 6 hours, 55 minutes (run) + 5 minutes (safety meetings, 6-hour annual safety training);
      8 standard daily hours = 7 hours, 55 minutes (run) + 5 minutes (safety meetings, 6-hour annual safety training);
   2. A transportation attendant shall receive as additional compensation one (1) hour time credit for each monthly safety meeting they attend. This credit shall be included in the standard daily hours.
   3. A transportation attendant shall receive as additional compensation a minimum of two (2) hours time credit for attendance at the pre-school orientation meeting. This credit shall be included in the standard daily hours.
   4. A transportation attendant shall receive as additional compensation a minimum of six (6) hours time credit for attendance at in-service training program(s). This credit shall be included in the standard daily hours.
   5. Transportation attendants shall receive additional compensation at their regular hourly rate of pay for time spent participating in a conference at a school when their participation is authorized and required by the Area Assistant Supervisor of Transportation and the conference requires time beyond the attendant’s daily time.
   6. The additional compensation defined above will be included in the paycheck for the reporting period in which the work was performed.
ARTICLE VIII - GRIEVANCE PROCEDURE

A. Purpose
The goal of a grievance procedure is to secure at the lowest possible level an equitable solution to complaints and/or grievances, which may arise from time to time. Both parties agree that these proceedings shall be kept confidential among the parties involved at each level of this procedure. Nothing contained herein shall be construed as limiting the right of any person with a grievance to discuss the matter with the appropriate member of the administration or proceeding independently as described herein. Every effort must be exhausted at each step before appealing to the next step.

B. Definitions
1. A “complaint” is any problem or misunderstanding that can be settled orally between the parties involved.
2. A “grievance” is any unsettled complaint by a classified person or by the Union on its own behalf concerning any alleged violation or misinterpretation of this Agreement.
3. A “grievant” is a person making the claim.
4. The term “classified personnel” includes individuals or groups who are members of the bargaining unit covered by this Negotiated Contract.
5. A “party of interest” is the person(s) making claim and person(s) who may be required to take action or against whom action may be taken in order to resolve the claim.
6. The term “days” shall mean days other than Saturday, Sunday, and School Holidays. In the event a grievance is filed on or after June 1, the time limits set forth herein may be reduced so that the grievance procedure for ten month employees may be exhausted prior to the end of the school term or as soon thereafter as is practicable.

C. Procedures
Should a person elect the grievance procedure, he or she is admonished to follow the steps outlined below specifically. Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each level shall be regarded as a maximum, and every effort shall be made to expedite the process. The time limits specified may, however, be extended by mutual agreement by the Administration and the Union.

Step One
An individual with a complaint or grievance should first discuss it with his or her immediate supervisor(s) before proceeding to the
The anniversary date of each employee hired after June 30, 1979

SECTION 2 — Anniversary Date

dates.

All employees eligible for a step or longevity increase shall

is improved by three (3) percent effective July 1, 2005.

one (1) percent effective January 8, 2005. Fiscal Year 2006 Table

2005 Table is improved by two (2) percent effective July 1, 2004, and

Salaries are according to the attached Salary Tables. Fiscal year

2003

two (2)

over

Effective October 18, 2003,

2004

Table is improved by two (2) percent effective October 18, 2003, over Fiscal Year 2003 Table.

Salaries are according to the attached Salary Tables. Fiscal year

2005 Table is improved by two (2) percent effective July 1, 2004, and one (1) percent effective January 8, 2005. Fiscal Year 2006 Table is improved by three (3) percent effective July 1, 2005.

All employees eligible for a step or longevity increase shall receive their salary adjustments on the appropriate anniversary dates.

SECTION 2 — Anniversary Date

The anniversary date of each employee hired after June 30, 1979

will be the first day of the month following the date of commencing work. This date shall remain as his or her anniversary date during the entire time the employee continuously works with the Prince George’s County Public Schools. All employees hired before July 1, 1979, will keep their present anniversary date as long as they continuously work with the Prince George’s County Public Schools. Adjustments in anniversary date will continue to be made for leaves of absence. Furthermore, in the event an employee is promoted, his or her anniversary date shall remain the same. An employee who is promoted after having earned time toward a longevity pay step will be given credit for that time when moving to the last annual increment of a new grade or beyond. If the employee moves to a step below the last annual increment of the scale, he or she will be eligible to earn an increment on the next anniversary date.
SECTION 3 — Merit Increases
Employees who qualify will receive a one step increase on their anniversary date. The granting of these salary increments is based on the demonstration by the employee of an acceptable level of competence in the performance of his or her job.

A. An employee is considered to have attained an acceptable level of competence only if his or her performance is adequate in the major aspects of his or her work. Standards must not only include the required quality of work, but also other essential elements of job performance, such as personal qualifications and conduct, which directly affect an employee’s work.

B. It is the responsibility of the individual who supervises the work of an employee to insure that the employee understands what constitutes an acceptable level of competence and to advise the employee when his or her work is below this level. Such advice will be in writing. The employee should be made aware of his or her deficiencies at least forty-five (45) days prior to the date on which he or she can become eligible for a salary increment in order that he or she may have an opportunity to raise his or her performance to an acceptable level.

C. When an employee’s salary increment is to be withheld, he or she will be so notified in writing with the specific reasons why such action is being taken.

SECTION 4 — Longevity Increases

A. Fiscal Year 2004 to Fiscal Year 2006
After an employee reaches the first longevity step for his or her class, he or she shall be entitled to receive a one-step increase after two years of service at that step. He or she shall receive another step increase at the completion of two years service at the second, third and fourth longevity step for his or her class. He or she shall receive another step increase at the completion of one year of service at the fifth and sixth longevity steps for his or her class.

SECTION 5 — Retention of Salary

A. An employee whose position has been reduced in grade or who is involuntarily transferred due to a school closing or decline in enrollment will continue to be paid at his or her current salary for a period of one year, unless he or she declines assignment to a position of the same grade as previously held, in the same administrative area or another administrative area provided the distance is not greater than the distance he or she could be transferred within the present administrative area, in which such cases the salary of the employee will be reduced as appropriate for the position being occupied. Every reasonable effort will be made to find a vacancy in the same administrative area or another administrative area which is no greater in distance than the distance he or she could be transferred within the present administrative area.

B. Food Service manager’s estimated annual salary shall not be reduced for a period of one year as a result of declining enrollment or lunch participation.

SECTION 6 — Summer Pay Rates
All ten, and eleven-month employees employed for additional work during the summer months in the same grade and class will be paid at the rate of pay to which they are entitled in accordance with their appropriate placement on the salary schedule in effect at the time the work is performed.

SECTION 7 — Sponsorship of Compensatory Activity
If a compensatory emolument activity has not been filled by a certificated employee, the position may be filled by a member of this bargaining unit provided that any extra time requirement would not result in any duty week that exceeded forty (40) hours and further, that such bargaining unit member is otherwise qualified for the assignment.

SECTION 8 — Payroll Direct Deposit
Employees at their option, may elect to directly deposit payroll checks in any financial institution that is a participating member of the Mid-Atlantic Clearing House Association. Participation in the Payroll Direct Deposit Program will be consistent with regulations established by the Board. Employees who do not elect to enroll in the direct deposit program will have payroll checks mailed through the U.S. Postal Service to their address of record on the working day prior to payday unless there are extenuating documented circumstances.

SECTION 9 — Staff Development Incentives

A. Food Services
Food Services personnel shall receive a twenty-five cents (.25) per hour salary increase for active American School Food Services Association (ASFSA) Certification.

B. Central Garage
1. Central Garage personnel shall receive a stipend of one hundred dollars ($100.00) for each Automobile Service Excellence (ASE) Certification Test successfully completed.
2. Central Garage personnel shall receive a five (5) percent per hour salary increase for active ASE Master Technician Certification.

ARTICLE X - DURATION OF AGREEMENT

Except as otherwise provided herein, this Agreement shall become effective on July 1, 2003 and shall remain in full force and effect until June 30, 2006.
### Prince George's County Public Schools
#### Table 100
July 1, 2003 - June 30, 2004

<table>
<thead>
<tr>
<th>Classification</th>
<th>Grade</th>
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*Note: The data represents the enrollment numbers for each grade level in Prince George's County Public Schools.*
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Note: The table above shows the average salaries for different classifications over a period from July 1, 2004 to Jan. 7, 2005.
### Table 100
**Prince George's County Public Schools**
**Jan. 8, 2005 - June 30, 2005**

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Note: The data was pulled from the Prince George's County Public Schools database. The data was collected and analyzed on June 30, 2005.
### Prince George's County Public Schools
#### Table 100
**July 1, 2005 - June 30, 2006**

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**Notes:**
- Additional comments and regulations are provided.
- Figures are rounded to the nearest whole number.
- Source: Prince George's County Public Schools.
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Private George's County Public Schools
Table 30
July 1, 2003 - June 30, 2004
Employees with active ASE Master Technician Certification shall receive a 5% salary increase.
Employees with active ASE Master Technician Certification shall receive a 5% salary increase.
| Classification | Jan | Feb | Mar | Apr | May | Jun | Jul | Aug | Sep | Oct | Nov | Dec | Jan | Feb | Mar | Apr | May | Jun | Jul | Aug | Sep | Oct | Nov | Dec |
|---------------|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|
| Science       | 1   | 1.5 | 1.5 | 1.5 | 1.5 | 1.5 | 1.5 | 1.5 | 1.5 | 1.5 | 1.5 | 1.5 | 1.5 | 1.5 | 1.5 | 1.5 | 1.5 | 1.5 | 1.5 | 1.5 | 1.5 | 1.5 | 1.5 | 1.5 |
| Social Studies| 1   | 1.5 | 1.5 | 1.5 | 1.5 | 1.5 | 1.5 | 1.5 | 1.5 | 1.5 | 1.5 | 1.5 | 1.5 | 1.5 | 1.5 | 1.5 | 1.5 | 1.5 | 1.5 | 1.5 | 1.5 | 1.5 | 1.5 | 1.5 |
| Math          | 1   | 1.5 | 1.5 | 1.5 | 1.5 | 1.5 | 1.5 | 1.5 | 1.5 | 1.5 | 1.5 | 1.5 | 1.5 | 1.5 | 1.5 | 1.5 | 1.5 | 1.5 | 1.5 | 1.5 | 1.5 | 1.5 | 1.5 | 1.5 |
| Language Arts | 1   | 1.5 | 1.5 | 1.5 | 1.5 | 1.5 | 1.5 | 1.5 | 1.5 | 1.5 | 1.5 | 1.5 | 1.5 | 1.5 | 1.5 | 1.5 | 1.5 | 1.5 | 1.5 | 1.5 | 1.5 | 1.5 | 1.5 | 1.5 |
| English        | 1   | 1.5 | 1.5 | 1.5 | 1.5 | 1.5 | 1.5 | 1.5 | 1.5 | 1.5 | 1.5 | 1.5 | 1.5 | 1.5 | 1.5 | 1.5 | 1.5 | 1.5 | 1.5 | 1.5 | 1.5 | 1.5 | 1.5 | 1.5 |
| Science       | 1   | 1.5 | 1.5 | 1.5 | 1.5 | 1.5 | 1.5 | 1.5 | 1.5 | 1.5 | 1.5 | 1.5 | 1.5 | 1.5 | 1.5 | 1.5 | 1.5 | 1.5 | 1.5 | 1.5 | 1.5 | 1.5 | 1.5 | 1.5 |
| Social Studies| 1   | 1.5 | 1.5 | 1.5 | 1.5 | 1.5 | 1.5 | 1.5 | 1.5 | 1.5 | 1.5 | 1.5 | 1.5 | 1.5 | 1.5 | 1.5 | 1.5 | 1.5 | 1.5 | 1.5 | 1.5 | 1.5 | 1.5 | 1.5 |
| Math          | 1   | 1.5 | 1.5 | 1.5 | 1.5 | 1.5 | 1.5 | 1.5 | 1.5 | 1.5 | 1.5 | 1.5 | 1.5 | 1.5 | 1.5 | 1.5 | 1.5 | 1.5 | 1.5 | 1.5 | 1.5 | 1.5 | 1.5 | 1.5 |
| Language Arts | 1   | 1.5 | 1.5 | 1.5 | 1.5 | 1.5 | 1.5 | 1.5 | 1.5 | 1.5 | 1.5 | 1.5 | 1.5 | 1.5 | 1.5 | 1.5 | 1.5 | 1.5 | 1.5 | 1.5 | 1.5 | 1.5 | 1.5 | 1.5 |
| English        | 1   | 1.5 | 1.5 | 1.5 | 1.5 | 1.5 | 1.5 | 1.5 | 1.5 | 1.5 | 1.5 | 1.5 | 1.5 | 1.5 | 1.5 | 1.5 | 1.5 | 1.5 | 1.5 | 1.5 | 1.5 | 1.5 | 1.5 | 1.5 |
Employees with active ASE Master Technician Certification shall receive a 5% salary increase.
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Employees with active ASE Master Technician Certification shall receive a 5% salary increase.
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</table>

Note: The table above represents the step-by-step progression of salary increases for teachers in Prince George's County Public Schools. Each step corresponds to a year of teaching experience. The table includes grades from Pre-K to 8th Grade, with increments for each grade level.
## Prince George's County Public Schools

### Table 490

**July 1, 2004 - Jan. 3, 2005**

| Field Position          | Grade | Step 1 | Step 2 | Step 3 | Step 4 | Step 5 | Step 6 | Step 7 | Step 8 | Step 9 | Step 10 | Step 11 | Step 12 | Step 13 | Step 14 | Step 15 | Step 16 | Step 17 |
|-------------------------|-------|--------|--------|--------|--------|--------|--------|--------|--------|--------|---------|---------|---------|---------|---------|---------|---------|---------|---------|
| Parent Education Director | 10    | 0.40   | 1.31   | 1.51   | 1.50   | 1.60   | 1.60   | 1.60   | 1.60   | 1.60   | 1.60    | 1.60    | 1.60    | 1.60    | 1.60    | 1.60    | 1.60    | 1.60    |
| Parent Student Teacher   | 15    | 0.65   | 0.66   | 1.06   | 1.00   | 1.00   | 1.00   | 1.00   | 0.73   | 0.63   | 0.63    | 0.63    | 0.63    | 0.63    | 0.63    | 0.63    | 0.63    | 0.63    |
| Parent Teacher           | 12    | 1.00   | 1.00   | 1.00   | 1.00   | 0.73   | 0.63   | 0.63   | 0.63   | 0.63   | 0.63    | 0.63    | 0.63    | 0.63    | 0.63    | 0.63    | 0.63    | 0.63    |
| Parent Student Teacher   | 15    | 0.65   | 0.66   | 1.06   | 1.00   | 1.00   | 1.00   | 1.00   | 0.73   | 0.63   | 0.63    | 0.63    | 0.63    | 0.63    | 0.63    | 0.63    | 0.63    | 0.63    |
| Parent Teacher           | 12    | 1.00   | 1.00   | 1.00   | 1.00   | 0.73   | 0.63   | 0.63   | 0.63   | 0.63   | 0.63    | 0.63    | 0.63    | 0.63    | 0.63    | 0.63    | 0.63    | 0.63    |
| Parent Student Teacher   | 15    | 0.65   | 0.66   | 1.06   | 1.00   | 1.00   | 1.00   | 1.00   | 0.73   | 0.63   | 0.63    | 0.63    | 0.63    | 0.63    | 0.63    | 0.63    | 0.63    | 0.63    |
| Parent Teacher           | 12    | 1.00   | 1.00   | 1.00   | 1.00   | 0.73   | 0.63   | 0.63   | 0.63   | 0.63   | 0.63    | 0.63    | 0.63    | 0.63    | 0.63    | 0.63    | 0.63    | 0.63    |
| Parent Student Teacher   | 15    | 0.65   | 0.66   | 1.06   | 1.00   | 1.00   | 1.00   | 1.00   | 0.73   | 0.63   | 0.63    | 0.63    | 0.63    | 0.63    | 0.63    | 0.63    | 0.63    | 0.63    |
| Parent Teacher           | 12    | 1.00   | 1.00   | 1.00   | 1.00   | 0.73   | 0.63   | 0.63   | 0.63   | 0.63   | 0.63    | 0.63    | 0.63    | 0.63    | 0.63    | 0.63    | 0.63    | 0.63    |
| Parent Student Teacher   | 15    | 0.65   | 0.66   | 1.06   | 1.00   | 1.00   | 1.00   | 1.00   | 0.73   | 0.63   | 0.63    | 0.63    | 0.63    | 0.63    | 0.63    | 0.63    | 0.63    | 0.63    |
| Parent Teacher           | 12    | 1.00   | 1.00   | 1.00   | 1.00   | 0.73   | 0.63   | 0.63   | 0.63   | 0.63   | 0.63    | 0.63    | 0.63    | 0.63    | 0.63    | 0.63    | 0.63    | 0.63    |

### Notes

- Grade 10 represents the 10th-grade mark for all grades.
- Step 1 represents the first step in the salary schedule for each position.
- Step 10 represents the 10th step in the salary schedule for each position.

### References

For more information, please consult the official Prince George's County Public Schools website or contact the Human Resources Department.

- [Prince George's County Public Schools Website](#)
- [Human Resources Department Contact Information](#)
## Prince George’s County Public Schools

### Table 3001

**Jan. 8, 2006 - June 30, 2006**

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<tr>
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### Notes
- Code: Unique identifier for each class or position.
- Age: Indicates the age range for which the data is applicable.
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Note: Data includes full-time equivalent (FTE) for each position.
## Prince George's County Public Schools
### Table 520
#### July 1, 2003 - June 30, 2004

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**Note:**
- Lead Drivers work 200 days.
- For explanation of abbreviations, see the table above.
- For detailed breakdown of lead drivers' work, see the next page.
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**Notes:**
- Teacher = full-time equivalent.
- Class Average includes all grades.
- AP = Advanced Placement.
- Other includes all other teacher roles.

*Source: Prince George's County Public Schools*
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**Note:**
- The data represents the average scores for each school district.
- The scores range from 10.00 to 12.00, indicating the performance in various grades.
- The data is collected from a comprehensive evaluation system.
### Prince George's County Public Schools

#### Table 500

**July 1, 2006 - June 30, 2006**

<table>
<thead>
<tr>
<th>Classification</th>
<th>Avg</th>
<th>Sep</th>
<th>Oct</th>
<th>Nov</th>
<th>Dec</th>
<th>Jan</th>
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<th>Mar</th>
<th>Apr</th>
<th>May</th>
<th>Jun</th>
</tr>
</thead>
<tbody>
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</table>

**Note:**
- The above table represents the average salaries for different classifications of employees in Prince George's County Public Schools for the period July 1, 2006 - June 30, 2006.
- The data includes average salaries for Elementary School, Middle School, and High School teachers and employees.
- The table shows the salary structure for each month, averaged over the period.
All 220-day employees shall work 8 hours per day.

Prince George's County Public Schools
Table 6080
July 1, 2008 - June 30, 2009

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MOEs:
The MOE shall ensure that school employees shall work 8 hours per day.

Prince George's County Public Schools
Table 6010
July 1, 2008 - Jan. 7, 2009

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MOEs:
The MOE shall ensure that school employees shall work 8 hours per day.
# Prince George's County Public Schools
## Table 4011
### Jan. 1, 2005 - June 30, 2005

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<th>Step 14</th>
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</tr>
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<tbody>
<tr>
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</tbody>
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**Note:**
Data not available for this table or the year indicated.

## Prince George's County Public Schools
## Table 605
### July 1, 2005 - June 30, 2006

<table>
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<tbody>
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<td>Health Care Worker - Elementary</td>
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**Note:**
Data not available for this table or the year indicated.
### Table F3

**Prince George's County Public Schools**

**Table F3**

**July 1, 2003 - June 30, 2004**

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*Note: Additional rows and columns for detailed data not shown.*
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Note: The table data is not visible in the image.
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Note: Further details and explanations would be provided in the context of the report.
## Table 100

**Prince George's County Public Schools**

**Feb. 8, 2015 - June 30, 2016**

<table>
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<th>School Name</th>
<th>Type</th>
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<tbody>
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</table>

*Notes:*
- This table provides a comparison of data from different months.
- The values represent the performance metrics for each month.
- The data is updated quarterly.

*Source:*
- Principal George's County Public Schools
- Fiscal Year: 2015-2016
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<th>Grade 7</th>
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Total: 12600
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<th>Cash &amp;</th>
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<th>Wages</th>
<th>Depreciation</th>
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<td>Apr</td>
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<td>Jun</td>
<td>Jul</td>
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</tr>
</tbody>
</table>

*Note: Data reflects budget allocations for the fiscal year.*
This Contract contains the final and entire Contract between the parties hereto and they shall not be bound by any terms, conditions, statements, or representations, oral or written, not herein contained for July 1, 2003 – June 30, 2004.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals this 28th day of October, 2004.

Board of Education of Prince George’s County:

Beatrice P. Tignor, Chair

André J. Hornsby, Chief Executive Officer

Howard A. Burnett, Chief Negotiator

Association of Classified Employees/AFSCME, Local 2250, AFL-CIO:

Harold T. Shaw, Chief Negotiator, Executive Director

Faith I. Jones, President

Cathy Bond, Negotiations Team Member

Patrick J. Fitzgerald, Negotiations Team Member

Naomi Jones, Negotiations Team Member

Tom Lewandowski, Negotiations Team Member

Cathy Shannon, Negotiations Team Member

Michael Shoemaker, Negotiations Team Member

Angel Swann, Negotiations Team Member

Geneva Wilkins, Negotiations Team Member

James Shearer, Consultant, Negotiations Team Member
This Contract contains the final and entire Contract between the parties hereto and they shall not be bound by any terms, conditions, statements, or representations, oral or written, not herein contained for July 1, 2004 – June 30, 2006.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals this 28th day of October, 2004.

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Naomi Jones, Negotiations Team Member

Steve Dague, Negotiations Team Member

Cathy Shannon, Negotiations Team Member

Michael Shoemaker, Negotiations Team Member

Angela Thomas, Negotiations Team Member

Geneva Wilkins, Negotiations Team Member

James Shearer, Consultant, Negotiations Team Member

Susan Lesser, Negotiations Team Member

Adolfo Botello, Negotiations Team Member
This Contract was Printed by
Unit Members of
ACE/AFSCME, Local 2250

Association of Classified Employees,
American Federation of State, County
and Municipal Employees
Local 2250, AFL CIO
Largo, Maryland 20774

Prince George’s County Public Schools
14201 School Lane • Upper Marlboro, Maryland 20772
www.pgcps.org