

**Agreement between
Service Employees International Union (SEIU) Local 500
and Board of Education of Montgomery County, Rockville,
Maryland for July 1, 2023 and June 30, 2026**

The following amendments to the 2020-2023 negotiated Agreement are recommended. Deletions are indicated with a ~~strike out~~ and additions are indicated with underlining.

Article 2 - Employee Bargaining Unit Defined

Section D, Probationary Employee, new subsection 2.

2. Probationary Employees who have personal improvement plans in place and are working towards their goals, may have their probationary period extended for six (6) additional months with PAR support in lieu of termination. SEIU and MCPS will jointly establish procedures for application and inclusion in the program via the SSGPGS by December 2024. The team will include a timeline for support, evaluation, PAR panel review and, if the employee is not successful, termination timelines. They will ensure that inclusion in PAR support during the probationary period will not count against the "one time" per position cap and be part of a positive culture of professional learning.

Article 4 Collaboration

Section E, Participation in Worksite Collaborative Committees and Processes

E. MCPS and SEIU Local 500 are committed to the inclusion of supporting services employees in worksite collaboration for both school-based and non-school-based supporting services employees' participation in committees (e.g., the leadership team, school improvement team, Baldrige Leadership Team, Professional Learning Community Institute, School Leadership Training Institute, and Department of Transportation lot committees).

Supporting services professional employees are expected to be included on school-based and non-school-based committees to facilitate the opportunity to provide input on issues pertinent to them and other supporting services employees. Meeting agendas should be made available to staff in a central digital location. In order for their contributions to be valued by the other team members, they must be full participants in the planning, implementation, and assessment process. This will ensure that the needs and interests of supporting services professional employees are addressed in the decision-making process. As members of these teams, supporting services professionals are accountable to those they represent by informing them about the meetings and getting their feedback and input. The Compact on Respect will be a guiding document for the work of these committees. The Triad shall be responsible for ensuring that the Organizational Culture of Respect Compact is embedded in all school- based settings. ~~In non-school-based settings, the ESR shall work with appropriate administrators to ensure compliance. ESR are not part of disciplinary or personnel matters. ESRs may refer issues beyond the scope of their role to SEIU Local 500, and MCPS's Employee Assistant Programs and Conflict Resolution Assistance.~~

Section E, Section 1, Elected SEIU Representatives (ESR),

1. Elected SEIU Representatives (ESR)

- a. **Compensation** Elected SEIU representatives to school leadership teams shall receive the stipend in the amount of one thousand five hundred dollars (\$1,500) per year for their additional responsibilities associated with such service. The stipend shall be in addition to any compensation for additional hours beyond the employee's regular workday which are required to attend leadership meetings. Service for less than a full school year shall be prorated for each month where the employee served more than one half of the month and paid at the end of the year.
- b. **ESR Vacancies** Should supporting services employees in a given school or worksite fail to elect an ESR, or should a current ESR vacate the position, the principal or supervising administrator shall notify the president of the Union or their designee. The Union shall take responsibility for ensuring that an ESR is selected for that school or worksite. Where circumstances warrant, the

President of the Union may designate an interim appointee, pending an election to select a permanent ESR. In the event that the ESR does not regularly attend ILT and Triad meetings (or for central ESRs meetings as assigned), the principal or supervising administrator shall notify the president of the Union or their designee. The Union shall take responsibility for ensuring that an ESR is attending and, if needed, a new ESR is selected or an appointee is established to fulfill the role.

- c. **Best Practices** MCPS and SEIU Local 500 are committed to identifying best practices ~~in schools~~ that engage and involve supporting services employees in leadership, strategic planning, and process improvement initiatives. The parties will solicit best practices, where appropriate, from schools and other worksites ~~and will maintain a list to share these practices with all worksites.~~ These structures should encourage the participation of all supporting services staff because their contributions are critical to student achievement and systemwide and school outcomes. These structures should create connections between the work of the ~~school~~ leadership teams, ~~and the operations leadership team.~~ Members of leadership and the ESR will take steps to ensure the impacts on all positions' work schedules are considered when making scheduling decisions. Information pertaining to scheduling changes will be communicated to all staff as soon as the schedule has been established
- d. The parties shall create systems of accountability for ensuring that the Organizational Culture of Respect is adhered to with fidelity.

Section E, Section 2, School Based ESRs

1. School-Based ESRs

- a. **Election** The members of school-based leadership teams will be elected by the other supporting services professionals in the school. SEIU Local 500 will continue developing school-based leadership that will be responsible for managing and overseeing the election process at individual schools. Such elections will be held during regular work hours at times and locations approved in advance by the principal. The chief operating officer and the SEIU Local 500 president will maintain a list of school-based members of leadership teams and will periodically communicate to them regarding their roles as team members. They also will gather feedback about what is working well and opportunities for improvement.
- ~~b. **Compensation** Elected SEIU representatives to school leadership teams shall receive the stipend in the amount of one thousand five hundred dollars (\$1,500) per year for their additional responsibilities associated with such service. The stipend shall be in addition to any compensation for additional hours beyond the employee's regular workday which are required to attend leadership meetings. Service for less than a full school year shall be prorated for each month where the employee served more than one half of the month and paid at the end of the year.~~
- ~~e. **ESR Vacancies** Should supporting services employees in a given school fail to elect an ESR, or should a current ESR vacate the position, the principal shall notify the president of the Union or their designee. The Union shall take responsibility for ensuring that an ESR is selected for that school. Where circumstances warrant, the President of the Union may designate an interim appointee, pending an election to select a permanent ESR. In the event that the ESR does not regularly attend ILT and Triad meetings, the principal shall notify the president of the Union or their designee. The Union shall take responsibility for ensuring that an ESR is attending and, if needed, a new ESR is selected or an appointee is established to fulfill the role.~~
- d. **Worksite Meetings** Once each semester on early dismissal days, the ESR shall be permitted to convene a meeting, for up to one hour, of all bargaining unit members during regular work hours. The principal shall approve the time and location of the meeting in advance. Such approval shall not be unreasonably denied.
- e. **Leadership meetings** When possible and appropriate, participation on school-based leadership teams should occur during the normal workday of the unit member or through adjustment of the schedule of the unit member on days when such meetings are held. In situations where the meetings occur outside the normal work hours of the unit member and the schedule cannot be adjusted, MCPS will make a limited amount of overtime available to the school or worksite. Such overtime authorization must be requested in advance and approved by the appropriate office—Office of School Support and Improvement, Office of Information and Organizational

Systems, the Division of School Plant Operations, the Division of Food and Nutrition Services, and the Department of School Safety and Security. ~~Additionally, it is expected that supporting services professionals will participate with their leadership teams in the Professional Learning Community Institute and the School Leadership Team Institute.~~

- f. **Triads** Each school shall have a school Triad Team (Triad) which includes the principal, Elected SEIU Representative (ESR) and Elected Faculty Representative(s) (EFR). The purpose of the Triad is to form a team that regularly works together to enhance the collaborative processes and collaborative decision-making at the school. Records of the Triad Committee meetings shall be maintained at the school and shall include Triad decisions, resolutions, action steps and/or other communiques to staff. Such material shall be available to the union and the administration upon request
- ~~g. Should supporting services employees in a given office and/or department fail to elect an ESR, or should a current ESR vacate the position, the supervisor shall notify the president of the Union or their designee. The Union shall take responsibility for ensuring that an ESR is selected for that location. Where circumstances warrant, the president of the Union may designate an interim appointee, pending an election to select a permanent ESR. In the event that the ESR does not regularly attend their scheduled meetings, the supervisor will notify the president of the Union or their designee, if appropriate, after consultation with the ESR. The Union shall take responsibility for ensuring the ESR is attending scheduled meetings and, if needed, a new ESR will be selected or appointed to fulfill the role. ESRs may reach out to SEIU for support with unscheduled meetings, if concerns cannot be resolved at the lowest level.~~
- ~~h. Twice each year, in consultation with the supervisor, The ESR shall be permitted to convene a meeting for up to one hour of all bargaining unit employees during regular work hours. The appropriate department director or associate superintendent shall approve the time and location of the meeting in advance. Such approval shall not be unreasonably denied.~~
- ~~i. MCPS and SEIU Local 500 are committed to identifying best practices in offices that engage and involve supporting services employees in leadership, strategic planning, and process improvement initiatives. The parties will solicit best practices, where appropriate, from schools and non-school-based work sites and will make such a list accessible. These structures should encourage the participation of all supporting services staff because their contributions are critical to student achievement, school, and office outcomes.~~

Section E, Section 3, Non School Based ESRs

3. Non School Based ESRs

- a. Non-school-based SEIU Representatives (ESRs) shall be elected by bargaining unit members in offices and/or departments with ~~ESRs eligible for such positions to exist~~. the principal responsibility of the ESR is to contribute to informed decision making in the office and/or department. The parties will collaborate on determining such responsibilities, as they may vary based on location and existing processes for collaborative decision making. SEIU Local 500 will continue developing leadership that will be responsible for managing and overseeing the election process at individual locations. Such elections will be held during regular work hours at times and locations approved in advance by the supervisor. The chief operating officer and the SEIU Local 500 president will maintain a list of ESRs in each office and will gather feedback about what is working well and opportunities for improvement.
- b. Twice each year, in consultation with the supervisor, The ESR shall be permitted to convene a meeting for up to one hour of all bargaining unit employees during regular work hours. The appropriate department director or associate superintendent shall approve the time and location of the meeting in advance. Such approval shall not be unreasonably denied.
- c. Offices and departments shall, where appropriate, create a core leadership team, including the associate or department director and the ESR(s), whose responsibility shall be to work together to enhance the collaborative processes and collaborative decision making of the office and/or department. Alternative structures may be created in lieu of a core leadership team, so long as the department director and/or the associate and the ESR(s) are engaged on a regular basis at a minimum.
- d. MCPS and SEIU agree to continue to expand the ESR program into non-school locations, under the auspices of the Department of Labor Relations in collaboration with SEIU. Locations and the amount of ESRs at these locations will be determined jointly not to be less than 50 positions. The

- operating procedures for each group, including the appropriate regular meeting expectation, will be determined in a joining agreement. All changes will be subject to mutual agreement.
- e. ~~When an ESR position is vacant, then a support professional will be assigned in consultation with the union.~~
 - f. ~~Non-school-based ESRs shall receive a stipend in the amount of one thousand five hundred dollars (\$1500) per year for their additional responsibilities associated with such service. The stipend shall be in addition to any compensation for additional hours beyond the employee's regular workday that are required to attend meetings. Service for less than a full year shall be prorated for each month where the employee served more than one half of the month and paid at the end of the year. The parties shall create systems of accountability for ensuring that the Organizational Culture of Respect is adhered to with fidelity.~~

Section F, section 2, a, Collaboration Between the Leadership of SEIU Local 500, Other MCPS Unions, and MCPS Leadership

- a. **Joint Professional Learning Committee (JPLC)**—Under the auspices of Department of Districtwide Professional Learning, a joint committee that provides for regular, ongoing discussions and monitoring of adult learning in MCPS, resulting in recommendations to the Superintendent. The committee will create a system-wide vision for on-going and future professional learning that maximizes staff's talents; proactively meets current and future workforce needs; addresses race, class, and implicit bias; and guarantees a quality educational experience for ALL students. The vision will articulate a focus on how professional learning enhances instruction and professional growth and improves the work lives and careers of all staff while enhancing MCPS' ability to attract, develop, and retain a talented workforce.

Section G, Collaboration Between the Leadership of SEIU Local 500, Other MCPS Unions, and MCPS Leadership

G. Joint Labor/Management Collaboration Committee

1. The Joint Labor/Management Collaboration Committee (JLMCC) will be used as a forum for the discussion of issues that are not current matters of negotiation or grievance but are matters of mutual interest or concern between the parties. Utilizing an anti-racist/anti-bias lens, parties will utilize the culture of respect and evidence of equity questions to address structural inequities, the JLMCC will provide for regular, ongoing discussions and decision-making on matters germane to union-management relations and, when appropriate, to the continuous improvement of school system operations, including allocations for support professional positions. Each party shall identify at least four representatives, and no more than eight representatives, as permanent members of the committee. Appointees to the committee should be individuals with sufficient knowledge and authority to effectively represent their respective organizations (MCPS and SEIU Local 500). The JLMCC will meet ~~bimonthly~~ monthly during the school year; however, the committee may choose to increase ~~amend~~ the frequency of meetings to effectively and efficiently address the committee's workload. MCPS and the Union will designate their respective representatives and MCAAP also will appoint school-based leaders to each of these groups. Members of these labor/management committees who represent SEIU Local 500 will be authorized to take leave to attend these meetings, utilizing leave approved under Article 20 of this Agreement. When necessary and available, substitutes will be provided.
2. The overall charge to the JLMCC shall include but not be limited to:
 - a. Serving as the coordinating body for SEIU/MCPS labor management committees and as a resource to facilitate the use of collaboration throughout MCPS
 - b. Administering and interpreting the negotiated Agreement
 - c. The LMCs shall address issues, concerns, or topics within specified areas of responsibility. The LMCs will be encouraged to discuss opportunities to improve processes and structures through innovation and enhanced quality.
 - d. Providing oversight for the implementation of the Supporting Services Professional Growth System

- e. Gathering information and data to address issues that are brought to the JLMCC or to other labor/management committees
- f. Reviewing and assessing the effectiveness of collaboration between MCPS and SEIU Local 500.
- g. Identifying issues that affect members of the other MCPS employee organizations and communicating these issues to the joint deputies/unions leadership committee.
- h. Although MCPS has the discretionary responsibility for the classification system for all MCPS positions, SEIU Local 500 plays an important role in monitoring the application of the position classification system and in advocating for its unit members. SEIU Local 500 will have opportunities to provide input to MCPS through the submission of recommendations for reclassification through the JLMCC and consultation and collaboration with managers regarding the collection of information pertinent to studying positions for reclassification.

i. To review and provide feedback on systemwide initiatives.

j. To review, where available, exit interview data from SEIU bargaining unit members.

k. To clarify language and meaning and correct contradictions or inconsistencies in the negotiated Agreement. Recommendations for such changes or corrections to the Agreement shall be subject to internal ratification and approval procedures of MCPS and SEIU Local 500.

3. The JLMCC will have the following authorities:

- l. To provide oversight and support for chapter level labor/management committees (LMCs) in the following areas: The JLMCC shall be authorized to consolidate, reconfigure the membership of, modify the charge and tasks of, and discontinue LMCs or initiate new LMCs or subcommittees.

- ~~Transportation employees~~
- ~~Food service employees~~
- ~~Building service employees~~
- ~~Paraeducators~~
- ~~Maintenance employees~~
- ~~Security employees~~
- ~~Media and technology employees~~
- ~~Office employees~~

b) MCPS and the Union will designate their respective representatives and MCAAP also will appoint school-based leaders to each of these groups.

e) The LMCs shall address issues, concerns, or topics within specified areas of responsibility. The LMCs will be encouraged to discuss opportunities to improve processes and structures through innovation and enhanced quality.

d) b. Members of these labor/management committees who represent SEIU Local 500 will be authorized to take leave to attend these meetings, utilizing leave approved under Article 20 of this Agreement. When necessary and available, substitutes will be provided.

e) These LMCs will operate under the aegis of the JLMCC and will report periodically to the JLMCC. The JLMCC shall be authorized to consolidate, reconfigure the membership of, modify the charge and tasks of, and discontinue LMCs or initiate new LMCs or subcommittees.

k) To clarify language and meaning and correct contradictions or inconsistencies in the negotiated Agreement. Recommendations for such changes or corrections to the Agreement shall be subject to internal ratification and approval procedures of MCPS and SEIU Local 500.

m. The JLMCC will develop ground rules that will guide the activities of the committee.

4. The JLMCC will consider the following collaborative venues determined by the parties to be of high priority:

- a. The JLMCC and SEIU Local 500 should develop effective working relationships with the Office of School Support and Improvement and the community superintendents to make certain that they consider the interests of supporting services employees when they conduct school walk-throughs, meet with school improvement teams, and conduct other business at their

~~schools. Student Support and Well-being Connection: The JLMCC and SEIU Local 500 should develop effective working relationships with the Office of Student Support and Well-Being and their Directors to make certain that they consider the interests of supporting services employees, when they conduct school walk-throughs, meet with school improvement teams, and conduct other business at their schools.~~

- ~~b. The JLMCC should identify and support opportunities for supporting services employees to have open and honest discussions with each other between and among functional areas. Employees should be encouraged to share their experiences in order to learn from one another.~~
- a. **LMC Oversight:** JLMCC will serve as the oversight body for the work of the LMCs, including an annual state of the LMC from each body. The JLMCC will review the committee recommendations, as requested and required with a particular emphasis on the technology needs of membership and how to best advocate for these needs during the budgetary cycle. LMCs will share agendas and materials with the JLMCC.
- b. **Employee Voice:** The JLMCC will also seek out opportunities to elevate employee voice as an effort to improve the work and support student learning.
- c. **School Improvement:** SEIU Local 500 and the Board of Education recognize that there is great potential to afford support employees opportunities to contribute to the improvement to school system operations and practices through their innovation and creativity. Such efforts can lead to greater effectiveness and cost efficiencies within existing practices and a deepening commitment to Seeking alternative strategies to practices that have not proven to be as effective. The encouragement by the school system and the Union of quality and innovation initiatives reinforces to the public a commitment to maximize the investment of every dollar budgeted to support the success of our school system.
- d. **Operations:** All operational MCPS departments will work collaboratively to support the work of schools. JLMCC collaboratively with representatives from the departments of Transportation, Financial Services, Materials Management-Facilities Management, and other units to determine how to best meet the needs of students and other stakeholders. This collaboration may include periodic meetings for this specific purpose or participation on school leadership or operations teams.
- ~~e. The JLMCC has created a joint technology committee responsible for developing recommendations to enhance the accessibility to technology and the ability of staff to utilize current technology systems in MCPS. The JLMCC will continue these efforts during the life of this contract.~~
- e. **Technology:** The JLMCC will monitor and make recommendations to ensure support staff professionals in schools, as well as non-school based offices, depots, and service centers, have the devices required to complete the essential functions of their jobs.
- f. ~~The parties have agreed to the creation of Professional Development~~ **Feedback:** The JLMCC will monitor and offer feedback on the training offerings to support staff. The JLMCC will regularly review all support staff training across the district, including the support service training corps, with the goal to ensure support staff have high quality professional development and opportunities to develop leadership skills.
- g. **Support Staff Training Corps:** MCPS will continue to support the support staff training corps. The training corps will be ~~to be~~ ~~comprised~~ **comprised** of support professionals in an effort to utilize employee expertise and expand internal capacity for professional development. MCPS will publish support staff training corps members on their website.
- h. **Examine data & recommend trainer options for positions within chapters where there is a need.**

3. Committees Under JLMCC auspices

~~The JLMCC will consider the following collaborative venues determined by the parties to be of high priority.~~

- a. **TPT Review-** MCPS and SEIU agree to meet annually to review MCPS TPT data, in alignment with contractual provisions to ensure fidelity to the contracts. In addition, they will commit to identify ways, budget pending, to convert TPT positions that are reasonably expected to be working for 20 or more hours per week on an ongoing basis as permanent. This annual

committee's work and subsequent recommendations will be shared with the Joint Labor Management Collaboration Committee.

- b. **Community Schools**—MCPS agrees to convene a study committee to include representatives of SEIU Local 500, MCAAP, and MCEA to discuss impacts on the work of members of the various bargaining units resulting from the extended hours that community schools are open and the additional services provided that are not provided in other locations. The committee should determine ways in which the impacts on bargaining unit members can be mitigated, which may include additional resources to take on the workload being shouldered by identified staff.
4. **Other Topics for review during the FY2023-FY2025 school years:**
- Para Stipends and Incentive Jobs Study Group Implementation
 - Incentivizing TPT paraeducators substitutes
 - Joint Committee on the Future of Work at MCPS (by October of 2023)
 - Additional professional development days for staff
 - Overtime exempt staff work-life balance
 - No work no pay days/No pay scheduled /Systemwide closures
 - Pay Structures For Certifications, Licensures, and Educational Attainment

Section H, Labor Management Committees (LMC)

H. Labor Management Committees (LMC)

1. Under the JLMCC, the LMCs shall address issues, concerns, or topics within specified areas of responsibility in the following areas:
 - Transportation employees
 - Food service employees
 - Building service employees
 - Paraeducators
 - Maintenance employees
 - Security employees
 - Media and technology employees
 - Office employees
2. MCPS and the Union will designate their respective representatives and MCAAP also will appoint school-based leaders to each of these groups.
3. The LMCs shall discuss opportunities to improve processes and structures through innovation and enhanced quality. Each committee will schedule regular reviews of the following topics:
 - Professional Development Needs
 - Supplies, materials, and, if appropriate, uniforms
 - Future of work
4. LMCs will also address timely topics and needs, in addition to the specified topics identified in Appendix X.
5. These LMCs will operate under the aegis of the JLMCC and will report periodically to the JLMCC.
6. Members of these labor/management committees who represent SEIU Local 500 will be authorized to take leave to attend these meetings, utilizing leave approved under Article 20 of this Agreement. When necessary and available, substitutes will be provided.

Section I, Joint Committee on the Future of Work at MCPS, section a

- a. The parties agree to ~~continue the~~ ~~the establishment of a~~ joint committee ~~to study the~~ on the future of work at MCPS, in order to better prepare employees for impacts resulting from the employer's evolving operational needs. The charge to the committee shall include, but not be limited to—~~understanding how existing positions are expected to evolve.~~

Section J, Joint Committee on Expanding Career Pathways Program

~~J. Establishing of a~~ Joint Committee on Expanding Career Pathways Program

The parties agree to ~~establishment~~ continuation of the joint committee on expansion of the Career Pathways program for support professionals and to further strengthen the organizational commitment to

the program. The charge to the committee shall include, at a minimum, recommendations on how best to expand the program's capacity to include the following:

- Systemwide career development
- Mentoring and onboarding
- Leadership development
- Coordinating professional development support and design
- Evaluating evolving workforce needs
- Collaborate to identify and remove barriers or obstacles preventing staff from participating in professional and career development

~~The committee shall be established under the auspices of the JLMCC, who shall establish the committee and its charge no later than October 1, 2020. The committee shall complete its work and report its findings and recommendations to the JLMCC no later than June 30, 2021.~~

Section K, Permanent Paraeducator Substitute/Rover Pool

~~K. Permanent Paraeducator Substitute/Rover Pool—MCPS agrees that the SEIU Joint Labor Management Committee will examine the question whether the district should create a pool of roving paraeducators who can be assigned to substitute for paraeducators throughout the district as needed. The parties further agree that the JLMCC's work will be concluded by June 30, 2021, so any recommendations can be included as part of the FY 2020–22 budget development process. MCPS agrees to establish a pilot paraeducator substitute pool that will place paraeducator substitutes in select schools, programs, or clusters. These positions will not be temporary/part time positions and, for the purposes of contractual benefits including transfers, will be considered paraeducators. The two parties will come together and establish the rules of the pilot by October 2023. The SEIU Joint Labor Management Collaboration Committee, in collaboration with the Paraeducator LMC, will monitor implementation and make revisions to the program as warranted during the FY24 and FY25 school years.~~

Section L, Surveys

L. Surveys

1. SEIU Local 500 is committed to using surveys that provide important feedback to offices and schools. Such surveys are a helpful tool and will be used jointly by all parties to identify successful practices of an organization and provide opportunities to identify areas for improvement. These surveys should be considered important feedback, and the survey results will not be used for the purpose of evaluation of schools, offices, or individuals.
2. Two comprehensive surveys used by MCPS are the School and Office Environment surveys. There is an expectation from all parties that surveys are important and should be completed, and time is provided during the workday for employees to complete these surveys. The results of the surveys will enhance the effectiveness and efficiency of our work and contribute to strengthening student achievement. The questions on these surveys will be reviewed by all parties on a regular basis to be certain they are updated regularly. ~~The resulting data analysis of the surveys will be reviewed regularly and posted publicly as appropriate. The surveys should seek to reflect updates to the MCPS organizational structure & priorities, address security and well-being concerns and provide results that are actionable. to reflect changes in the organization, new responsibilities, and new initiatives.~~
3. ~~These surveys will be held annually.~~

Section Z, Temporary Workgroups

Z. Temporary Workgroups All work groups in this section expire at the end of this contract term. Results of each group will be shared with SEIU local 500.

1. **Overtime Approval/Process Workgroup:** Under the auspices of the Office of Finance, MCPS and SEIU will create a workgroup to explore the overtime approval process in MCPS, determine how the overtime approval process can be more streamlined and how overtime can be used to support the workload of positions in need. The workgroup shall begin by October 2023.
2. **OO/SO Definitions Workgroup:** Under the auspices of DLR, MCPS and SEIU agree to meet and draft definitions for OO and SO positions to be completed before the end of FY26.

3. **Streamlining Hiring Committee**: Under the auspices of OHRD, create a workgroup to make recommend process upgrades for streamlining the screening and testing process, and to explore options for qualified pools, additional rover positions, open contracts, and support schools and offices with practical tests & sample questions for use during the interview process.
4. **Coverage & Workload Committee**: Under the auspices of the Office of District Operations, the group will explore options for providing coverage for staff when others are on leave, positions are vacant, or positions with increased workload or duty creep, additional Summer Supplemental employment days in identified programs, The group will complete its work in time to influence the FY26 budget-development process.
5. **Telework Committee**: Under the auspices of OHRD, MCPS will convene a workgroup to discuss the telework regulation GEH-RA and its impact on support staff. Topics will include the policy, balancing operational needs, maximizing employee attendance and productivity, options to telework on non-instructional and professional days, and a more robust appeals process.
6. **Leave Policy and Recruitment Workgroup**: Under the auspices of ERSC, MCPS and SEIU will discuss options for leave policies as a recruitment tool including review of current leave policies, comparison to surrounding employers, waiving the 60 day mark for job protection in lieu of termination, and other related issues, as determined by the group.
7. **Light Duty Workgroup** Under the auspices of ERSC, MCPS and SEIU will consider the issue of light duty return to work, including paperwork processing timeline, and determine an operationally feasible number of duty days for processing of the required paperwork after which an employee, who is cleared to return to work, will not need to use their own leave and make a recommendation to JEBC for consideration. JEBC may authorize leave protections by mutual agreement.

Article 6 Grievance

Section A, new subsection 3-4 (Class Action & Group Grievance Definitions)

A. Definitions

1. "Grievance" means a claim by one party that the other party has violated this Agreement.
2. "Grievant" means the person or persons or the Union, with regard to grievances involving Union rights and responsibilities, making the claim.
3. A "class action grievance" is a grievance affecting all unit members.
4. A "group grievance" is a grievance affecting more than one unit member.

Section B, Purpose, subsection 3 (process for grievance extensions)

3. No grievance shall be initiated more than 15 duty days after the cause has occurred or should have been discovered unless an extension for filing has been agreed to, in writing, between the parties. ~~A written Union request for a single extension of up to 14 calendar days in order to investigate a potential grievance is automatically granted if submitted prior to the initial deadline.~~ The time limits specified may be extended by mutual agreement between the superintendent, or superintendent designee, and the Union and shall be stated in writing.

Section C, subsection 1 (Clarity)

1. ~~A covered~~ Unit members will first discuss their grievance with their immediate supervisor. Both parties will make efforts to solve the grievance at this informal level.

Section D, Grievance process, Step One, subsection 1 (Process Updates)

1. Step One

If the grievance cannot be solved at the informal level, the ~~unit member or the~~ Union, on behalf of and at the request of the unit member, then submits the grievance to the Department of Labor Relations (DLR) for assignment to the appropriate administrator in writing within 15 duty days after the grievance arises. DLR will assign the grievance to the appropriate administrator. If the appropriate administrator does not issue a decision within 10.5 duty days

from receipt of the written grievance, the union may advance the grievance ~~may be processed~~ to Step Two. ~~Should the administrator fail to respond to the grievant and the Union in a timely manner, the Union may appeal the grievance to Step Two of the grievance procedure.~~

Section D, Grievance process, Step Two, subsection 2 (Process Updates)

2. Step Two

- a. If the grievant ~~or union~~ is not satisfied with the disposition in Step One, they may request that the union appeal the grievance to Step Two. ~~The Union shall meet and counsel the grievant on the merits of the grievance.~~ If the Union deems the grievance to be meritorious, it may refer the grievance to the ~~associate superintendent of the Office of Employee Engagement and Department of Labor Relations (OEELR)~~ within ~~15 10~~ duty days of receipt of the Step One response, or within ~~15 10~~ duty days of the deadline for the Step One response, if none was received. If the grievance is referred within the time limits, the ~~OEELR-DLR~~ shall have 15 duty days to conduct an investigation of the matter and respond to the Union, with a copy to the grievant. The response of the ~~OEELR-Department of Labor Relations~~ shall include the disposition of the grievance as well as copies of relevant and appropriate documents relied upon in determining the disposition of the grievance.
- b. A grievance may be filed by SEIU Local 500 for an individual or group of unit members at Step Two if the authority to resolve the grievance does not exist at Step One.
- c. Class Action or group grievances can be filed at level two, if the authority to resolve the grievance does not exist at Step One.

Section D, Grievance process, Step Three, subsection 3 (Process Updates)

3. Step Three

- a. If the grievant and the Union are not satisfied with the disposition in Step Two, the Union may forward the grievance to the ~~OEELR DLR~~ within ~~15 10~~ duty days of receiving the Step Two response, or within ~~10 15~~ duty days of the deadline for the Step Two response, if none was received, for processing. If the grievance is referred within the time limits, a meeting shall be scheduled to discuss the grievance. The superintendent or their designee shall preside over the meeting on behalf of the employer. The superintendent/designee shall have ~~10 15~~ duty days from the date of the meeting to respond to the Union and the grievant.
- b. A grievance may be filed for a class action or group grievance of unit members at Step Three if the president or designee of SEIU Local 500 and ~~the associate superintendent of OEELR~~ the president or designee of SEIU Local 500 and the superintendent or superintendent designee agree that the authority to resolve the grievance does not exist at Step One or Step Two.

Section D, Grievance process, Step Four, subsection 4, a-b (Process Updates)

4. Step Four—Arbitration

- a. If ~~the grievant and the Union are~~ is not satisfied with the disposition of the grievance at Step Three, made by the superintendent, the grievance may be submitted to arbitration.
- b. Arbitration may be initiated by the Union by serving notice upon the Board requesting arbitration within 15 duty days after receiving the Step Three response and setting forth the precise question it proposes to arbitrate, the section of the Agreement violated, and a description of the action taken that initiated the grievance. The associate superintendent of ~~OEELR-DLR~~, on behalf of the Board, will acknowledge their agreement with the submission to arbitration statement by affixing their signature to the submission form within five duty days and returning the form to the Union. If the associate superintendent of ~~OEELR-DLR~~ does not agree with the submission to arbitration statement, they will so indicate this.

Section F, Employee Rights, subsection (Union ownership of grievance process)

2. The Union shall be the exclusive representative of a grievant at all levels. The grievant ~~may~~ will be represented by the Union at all any steps of ~~this~~ the grievance procedure.

Article 7 Wages**Section A, Schedules, subsection 1-4 (General Wage Adjustments and Steps)**

1. ~~The salary schedules shall be detailed as below as found in appendix X. Salary scales will be subject to change pending the operating budget review. The most recent salary scales are published online on ERSC's web page.~~
2. ~~Effective July 1, 2023, all bargaining unit employees will receive a general wage adjustment of \$1.72 per hour and steps, if applicable, on the salary scale for their position. Bargaining unit employees who received 2% salary increases during FY 13 and FY 14 and are accordingly compensated at pay rates that are not shown on the appropriate salary schedule above will each receive a general wage adjustment of one percent (1%) on July 1, 2017.~~
3. Effective July 1, 2024, all bargaining unit employees will receive a general wage adjustment of 3% and steps, if applicable, on the salary scale for their position.

~~SEIU Salary Schedule - Shift 1 - Longevity 0~~

~~Salary tables have been moved to Appendix X~~

4. Payment of Salary Step Increments- All employees hired on or before January 31, of the prior fiscal year who are eligible for a step increase and have an additional step available on the applicable schedule found in appendix X will move up one step from their current step each fiscal year of this agreement, if authorized. Wage increments are effective on the first day of the pay period in which the increase effective date falls -
4. ~~MCPS commits to an expedited classification study for Bus Operators, to be completed prior to the union ratification process for this agreement. Employees who are eligible for them will be granted a step increase, and longevity increases called for in the agreement.~~

Section F, Class Coverage Premium**F. Class Coverage Premium:**

- a. Paraeducators will be compensated for class coverage when such coverage involves having the paraeducator work to ensure continuity of instruction in the absence of a teacher, and when such coverage is provided for a minimum of one hour or a class period of at least 45 minutes in a given day.
- b. Should a paraeducator cover a class or classes without a regular teacher or a substitute teacher present, and such coverage is for the required total amount of time, whether for a consecutive period(s) of time or not, the paraeducator shall receive a class coverage premium of \$18.00 ~~\$9.00~~ per hour for all time spent providing such coverage for that day.
- c. Paraeducators shall not be removed from the class they are covering for the purpose of preventing eligibility for class- coverage compensation.
- d. Should the coverage for a qualifying assignment be continuous into the following school day, the class coverage premium shall continue, beginning with the first hour of continuous coverage the following school day. Routine recess, lunch hour, and bus duty responsibilities will not constitute a break in class coverage assignments.
- e. So long as hours do not exceed 40 hours in a week, qualified staff may provide emergency class coverage at their contractual rate if it exceeds their normally assigned duty hours.
- f. It is further understood that it is the responsibility of the paraeducator's supervisor to ensure that work is assigned to the employee within the employee's assigned duty hours. Nothing in this section is intended to allow a paraeducator to perform class coverage duties without compensation as provided for above.
- g. If a paraeducator assumes a full-time elementary teacher's class schedule for an entire day because of absence or vacancy, they will receive 6 hours of class coverage. Effort will be made to relieve a paraeducator covering for an absent or vacant teacher from their other para duties, including lunch and/or recess.
- h. Nothing in this section is intended to allow ~~a~~ bargaining unit employee to perform class coverage duties without compensation as provided for above.

- i. Nothing in this section is intended to compel administration to offer opportunities to all staff to cover. Decisions on coverage shall be made based on the employee's qualifications for the work and operation needs.
- j. Paraeducators duty day shall be extended to cover for an absent teacher or vacant position only by mutual agreement with the principal or supervisor.

~~The parties agree to jointly monitor the utilization of paraeducators for class coverage. Where a paraeducator is not available, the principal may designate another support staff employee qualified to perform such work. In such instances, the class-coverage premium shall apply when the class-coverage work meets the requirements of this section.~~

- k. Class-coverage pay is available to any bargaining unit member who provides instructional coverage.

Section G, Pay Differential for Interpreting Responsibilities, subsection 1-2

G. Pay Differential for Interpreting Responsibilities—A unit member may receive pay differential for utilizing advanced skills in oral communication and comprehension in English and another language that has been determined to be eligible for receipt of the pay differential, and if the unit member utilizes such skills to meet the needs of the work-site community in a manner that is beyond the duties and responsibilities for the position to which the unit member is assigned. The following conditions will apply:

1. ~~Prior to becoming eligible for the pay differential, the A bargaining unit member who must passes an oral language proficiency and interpreting examination, designed to assess advanced oral and interpreting skills in an eligible language, will be compensated a rate of ~~ten~~ is \$10.00 per hour, in addition to the unit member's regular rate of pay, for all hours actually worked utilizing the skills, with a minimum of one hour pay for each occurrence. The pay differential is applied in half-hour blocks after the first hour.~~
2. A bargaining unit member who has not passed the required examination, will be compensated a rate of \$5.00 per hour, in addition to the unit member's regular rate of pay, for all hours actually worked utilizing the skills, with a minimum of one hour pay for each occurrence. The pay differential is applied in half-hour blocks after the first hour.

Removal of Section I Language Interpretation and Translation Pilot Program

~~Language Interpretation and Translation Pilot Program—The parties recognize the need for the use of spoken language interpreting skills in schools and offices that do not necessarily require the level of proficiency provided for in Section 7.G of this Agreement. Therefore, the parties agree to a pilot program to be implemented in a number of schools and offices, determined by MCPS in consultation with the Union. The pilot study shall be overseen by a joint committee, made up of three (3) representatives of MCPS and three (3) representatives of SEIU. The committee shall convene its work no later than October 1, 2020, and complete its work no later than June 30, 2021. The committee charge will include the following:~~

- a. ~~Determining uniform criteria for how MCPS determines an operational need for such a position.~~
- b. ~~A shared understanding of the responsibilities to be carried out by the individuals receiving a differential and what distinguishes those responsibilities from other employees.~~

~~MCPS agrees to an interim differential for those designated in a pilot location of \$.50 per hour for all paid hours in the employee's schedule, in addition to their regular pay. Such differential shall be paid to employees who are designated by their principal or administrator who are expected to utilize language skills not normally expected of other employees of the school or office. The employer shall determine the language needs and shall, in its reasonable discretion, determine necessary qualifications in order for someone to be designated. Permanent differential rates shall be jointly~~

agreed to by the parties, following completion of the pilot and, promptly made a part of this Agreement.

Section J, Removal (replaced with a JLMCC annual committee in Article 4)

~~A. **Temporary part-time Employees**—The District has agreed to reclassify at least 45 temporary paraeducators into permanent employees, effective July 1, 2020. The District agrees to establish a work group to work with SEIU Local 500 to determine whether other employees are being employed on a temporary part-time basis when they are reasonably expected to be working for 20 or more hours per week on an ongoing basis and should be reclassified as regular bargaining unit positions. Further, the parties are committed to the principle that temporary employees performing work in an SEIU Local 500 represented classification(s) should not be permitted to perform such temporary work in any position that would otherwise qualify for bargaining unit inclusion, after twelve (12) months of such temporary employment. The committee shall make recommendations to the parties for a policy based on this principle and making it enforceable under this Agreement. The work group's work and subsequent recommendations to the Joint Labor Management Committee shall be completed no later than June 30, 2021.~~

Section H, Sign Language interpreters and Cued Speech Transliterators

H **Sign Language interpreters and Cued Speech Transliterators:** Acknowledging that it is in the best interest of the system to minimize the number of vacant positions and make MCPS be a destination employer, MCPS, in partnership with SEIU will continue to monitor and assess the interpreters and transliterators job classifications, needed professional development and rate of pay that allows the system to retain current qualified staff and recruit new qualified employees.

H. Under the auspices of OHRD and DHOH, Sign Language Interpreters and Cued Speech Transliterators-MCPS and SEIU will continue to look at this highly specialized and unique group to determine current and future needs. Reclassification to study this group to see if they are on the Grade that will continue to match labor market rates and keep the pay scale current. This will allow MCPS to retain current qualified staff and recruit new qualified employees. Professional development specifically related to interpreters and transliterators, such as seminars, workshops and webinars offered by an RID, NAD, PCRID, EIPA or NAEI and any other approved Interpreter/Transliterators training programs. The opportunity to engage in workshops related to Certification opportunities for Interpreters and Transliterators. MCPS and SEIU will set up a committee to begin the study and future of work for this group beginning July 1, 2023 and....

Section I, High-Impact Schools

I. **High-Impact Schools**—~~Under the auspices of OHRD, MCPS and SEIU Local 500 recognize that all students deserve to be served by highly skilled and motivated staff working in programs designed to address their unique learning needs. MCPS and SEIU Local 500 commit to determining the most effective means of creating school environments that are able to attract and retain the most effective staff for the program and community in question. Options to be examined include compensation incentives for staff as well as additional staffing, or other resources seen as increasing the desirability of serving in a particular school. This effort will be undertaken in cooperation with the Montgomery County Education Association (MCEA) and the Montgomery County Association of Administrators and Principals (MCAAP). The working group to address this issue will be convened promptly upon the execution of this Collective Bargaining Agreement and every effort will be made to implement the most promising actions in the beginning in FY 2023. 2021-22 school year.~~

1. **High Impact Schools Secretary Support Pilot**

MCPS will pilot having Secretary 1 positions, that were previously 10 months, to be allocated twenty guaranteed (20) days SSE days beginning in the FY 24 school year. The goal of the program is to support the needs of highly impacted schools and student communities and make these school destination locations for employment. Under the auspices of the JLMCC, the Office LMC group will monitor the program over the life of the contract and report on its impact.

Section J, Paraeducator Stipends and Incentives (Highly Impacted Discrete Programs)

~~L. Paraeducator Stipends and Incentives— MCPS and SEIU agree to jointly develop and to design financial incentives for paraeducators to ensure an adequate supply of highly qualified staff willing to perform difficult, unpleasant or challenging assignments. The financial incentives shall be directed at and may include the following: An adequate and appropriate incentive payment to an employee earning a certificate or credential recognizing an employee’s attaining valued knowledge and skills necessary for effectively serving in certain paraeducator positions where the District has had difficulty securing candidates or employees with the desired knowledge and skills. The specific knowledge or skill to be recognized will be determined by the study group and may be modified from time to time.~~

J. Paraeducator Stipends and Incentives (Highly Impacted Discrete Programs)

MCPS and SEIU agree to jointly develop and recommend financial incentives for paraeducators to ensure an adequate supply of highly qualified staff ~~as quickly as possible, with a tiered implementation beginning by FY 2025.~~ The financial incentives shall be directed at and may include the following:

- a. Distinguishing highly impacted discrete programs, impacted discrete programs and other special education programs and/or content programs from other paraeducator positions.
- b. Develop a plan to compensate these individuals more than paraeducators in less highly impacted programs and general education.
- c. Make every effort to adequately staff these positions for at least seven hours a day. In identifying staffing for these positions, adequate hours for a student’s transition from learning to home which may result in positions with more than seven (7) hours.

Section K, Educational Incentive Initiative

K. Educational Incentive Initiative

- a. MCPS will do a support staff census to review the qualifications and certifications of support staff employees.
- b. MCPS, in consultation with the JLMCC, will make a recommendation for a plan to reward and encourage relevant additional education in their support staff employees.
- c. MCPS will consider incentivizing trade and position specific credentials as well as internal relevant micro-credentialing and continuing professional development (CPD) attainment.
- d. The JLMCC will consider how to transition individuals who qualify for this incentivized compensation. Transitions to the incentivized pay should reflect budgetary considerations. If the budget cannot support an immediate implementation of incentives for all staff, consideration should be given to most senior employees and hard to hire fields first.
- e. adequate and appropriate incentive payment reclassification for an employee earning a certificate or credential, recognizing an employee’s attaining valued knowledge and skills necessary for effectively serving in certain paraeducator positions where the District has had difficulty securing candidates or employees with the desired knowledge and skills.

Section L, Innovative Calendar School, subsection 1-3

L. Innovative Calendar Schools—

Montgomery County Public Schools (MCPS) and the Service Employees International Union Local 500 specifically agree to waive inconsistent provisions of this current Contract Agreement as they apply to both ten (10) month and twelve (12) month school-based support professionals working in Innovative School Calendar schools. The provisions afforded below specifically refer to SEIU Local 500 bargaining unit members who are assigned to 10-month and 12-month school-based positions ~~(hereafter “support professionals”)~~.

1. Innovative schools stipend a stipend in the amount of \$3,000 will be paid to 10-month and 12-month bargaining unit members who work in schools with innovative school year calendars. This stipend will be paid on the payday covering June 30 of the just completed school year. ~~The parties agree to review the issue of further retention incentives for remaining with the school to which they are assigned during the life of this agreement. The stipend will be prorated based on the unit members’~~ MCPS and SEIU agree that the stipend will be prorated based on the support

professional's allocated FTE at the designated innovative school year calendar school. In the event a bargaining unit member voluntarily leaves before the end of the school year, the unit member will be required to repay the prorated portion of the stipend based on the number of work days. MCPS will work with the member to develop an appropriate payroll deduction repayment plan. Where desired, the SEIU Local 500 unit member will be entitled to have a union representative present during all repayment discussion.

2. **Bargaining unit members** ~~Support professionals~~ in the innovative school year calendar schools will be granted an additional day of personal leave for a total of three (3) more days of personal leave, in addition to those currently provided for under the collective bargaining ~~agreement between the parties.~~
3. ~~MCPS and SEIU both agree that a joint labor management committee (JLMCC) will be established and composed of SEIU and MCEA bargaining unit members, from both innovative school year calendar schools and appropriate MCPS representatives, to address ongoing concerns identified by the parties.~~
3. Support professionals wishing not to remain assigned to present or future ISY calendar schools may place themselves on the involuntary transfer list for reassignment.

Section M, Training Supplements

M. Training Supplements— In recognition for additional responsibilities serving as a trainer for others in the position class, unit members will be awarded a supplements in the amount of one thousand five hundred dollars (\$1,500) per year for their additional responsibilities associated with such service. The stipend shall be in addition to any compensation for additional hours beyond the employee's regular workday that may be required to provide such training. The supplement will be prorated for each month where the employee served more than one half of the month and paid at the end of the year. For the FY24 school year, eight such stipends will be funded county wide, including one for the Media Services Technician positions. These positions will have responsibilities to share an annual training plan. These positions will rotate. Employees may reapply. JLMCC, in concert with the LMCs, will make suggestions for which positions in the chapter would benefit from this position.

Article 8 Overtime

Section E, Thanksgiving Athletics (enhanced pay for security staff supporting playoff games)

E. Thanksgiving Athletics: Security staff required to work athletic events beyond their regular scheduled duty days during the Thanksgiving Week, shall be paid at one and one half times the unit member's regular rate of pay regardless of the number of scheduled hours for the week.

Section F, Overtime Eligibility Cluster Security Coordinators

F. Overtime Eligibility Cluster Security Coordinators (CSC)—

1. Mindful of the responsibilities of the CSC, the CSC position is recognized by both parties as a position exempt from overtime under the Fair Labor Standards Act and Maryland Law. Thus incidental tasks performed by a CSC that exceed 40 hours in a workweek will not entitle the CSC to overtime compensation. However, when the CSC is assigned by the department to cover evening football, basketball or evening events where the work schedule cannot be adjusted to avoid more than 40 hours of work within the week, the CSC will be paid at the rate of one and one-half (1 ½) times their normal hourly rate for such hours which exceed 40 paid hours in the workweek. Only the department director or the director's designee may assign a CSC to work overtime.

2. Reporting Overtime—Any overtime worked by a CSC must be reported to the Director of System Wide Safety and Security within 96 hours of when it was worked in accordance with the office/department's procedures.

Article 9 Holiday Pay

Section E, Thanksgiving Holiday

E. **Thanksgiving Holiday**—Any unit members working that day will be allowed to leave work two (2) hours early ~~to leave early on the Wednesday before on the last work day before the Thanksgiving Break, provided it is not a Friday,~~ without charge to leave, or be credited one (1) or two (2) hours personal leave if the nature of their job responsibilities are such that it is not practical to allow the employee to ~~leave early on this day leave early on the Wednesday before Thanksgiving.~~ Eligible unit members scheduled four (4) hours or fewer will be granted one (1) hour and those scheduled for more than four (4) hours will be granted two (2) hours of personal leave.

Article 10 Higher -Level Assignment

Section E- H (Clarifications & updates to the higher level assignment process)

E. Should the assignment have evolved due to the injury or illness of an employee, the HLA may be requested once the absent employee has been out more than 13 calendar days. The employee tasked with the additional responsibilities may be placed in the HLA and pay should be retroactive to the first day of the HLA duties were assigned. absence.

F. When an employee at a school is qualified to complete an HLA and a substitute is not available, the HLA in these positions shall be approved: Elementary Admin Secretary, High School Registrar, Secondary and Elementary Cafeteria Managers and Security Team Leaders.

G. When an employee at a school is qualified to complete an HLA for positions that are singletons in a school building, the request will be favorably reviewed, when additional overtime, central office support or TPT support can not provide needed support for the essential elements of the vacant position.

H. During FY24, under the auspices of the JLMCC, each LMC will review HLA requests, denials and authorized leave requests for their chapter.

Article 12 Leaves

Section B, Subsection 9, updated a.-c., (Perfect Attendance to Excellent Attendance award)

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

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

- a. Each school year MCPS shall recognize any bargaining unit employee who worked the entire preceding school year ~~without utilizing any sick leave benefits~~ using no more than one work day of sick leave. The unit member may apply for and receive a cash out payment for up to one third of the employee's earned sick leave benefit for that year.

- b. The hours paid out will be deducted from the employee's earned sick leave account, and paid no later than the first pay period in November. ~~January that includes the winter break.~~
- ~~e) The Joint Labor-Management Committee will monitor this program to measure its effectiveness and realized cost savings to the school system, and will consider future changes to the program to ensure that the objectives of this program are being realized.~~
- c. The monies associated with excellent attendance can be shifted into an employee's 403B and/or 457B or be taken as income. The forms necessary for transfer of funds shall be made available online and at the Employee and Retiree Service Center (ERSC).

Section C, Subsection 3, 4 addition (Return to work for less than 60 days)

If the medical leave is less than 60 days:

No restrictions: If the reinstatement takes longer than five duty days to be processed after the required paperwork is fully complete and submitted, they will not suffer additional loss of leave, provided they were cleared to return.

Section H, Subsection 7, (Leave for interviews)

- 7. Leave for Career Development—Upon written application in advance, a principal or immediate supervisor may approve up to four hours of professional leave with pay annually for unit members to pursue activities associated with career development, such as job shadowing, meetings with career pathways personnel in the Office of Human Resources and Development, **MCPS internal interviews**, trainings or other professional development opportunities.

Section T, Subsection 9, (Building Service Manager Authority)

- 9. In the unusual circumstance where a principal, assistant principal or business administrator is **considering an override of a manager's leave approval or denial**, ~~reviewing a decision to deny a leave request~~, the supervisor denying the leave shall be consulted prior to a decision being made.

Article 13 Working Hours and Work Load

Section A, Schedule, new subsection 5 (Building Service Hours)

- 5. Standard building services work schedule is typically approved at the beginning of each fiscal year. Typical schedule start and end times for full and part time employees are published annually in a facility memorandum. Deviations from typical schedules should be in consultation with the Building Service Manager and the Division of Maintenance and Operations.

Section C, Permanent Substitutes/Rovers, new subsection 5, (Hours Adjustment)

- 5. Permanent Substitutes/Rovers in positions outside of Building Service Notwithstanding Sections A and B above, staff in permanent substitute positions may be assigned different starting and ending times as necessary to fill vacant job assignments.

Section C, Summer Hours Adjustment, updated subsection 6

- 6. **Summer Hours Adjustment**—Notwithstanding Sections A and B above, beginning with the first pay period following the end of the instructional year and concluding with the last pay period preceding the beginning of the following instructional year, full time school plant operations and maintenance employees may volunteer to work four ten-hour shifts in a work week in lieu of their regular five eight-hour shifts, provided such requests can be reasonably accommodated. When approved, such shift adjustments shall be for a minimum of one week. Employees desiring to work their regular eight-hour five day schedule shall not have their hours reduced. Employee's may

request, and by mutual agreement only, to shift the start and end times of their duty day during the summer for no more than six weeks to support the operational needs of the school. Employees will maintain their shift differentials when there is a mutually agreed upon shift. Hours may not be shifted to shift two (2) or three (3).

Section C, Graduation, subsection 7 (Professional leave for one-on-one paraeducators to attend)

7. Graduation As it pertains to high schools in Montgomery County. When mutually agreed upon between the employee and their supervisor, the employee's schedule may be adjusted in order to attend/support the graduation ceremonies for the school to which they are assigned. If no adjustment is made, the employee will work their regular schedule or take leave.
- a. Barring an operational need, a unit member who has been employed as a one-on-one paraeducator for a graduating student that they supported shall be allowed a maximum of six hours of professional leave to attend this student's graduation, if that graduation occurs during their duty day.

Section Q, Telework, updated subsection 7

Q. Telework

Bargaining Unit members may request to telework in alignment with MCPS regulation GEH-RA Teleworking.

Article 16 Position Descriptions

Section C, (Reclassifications appeals and red-circle salary placement)

C. Any unit member dissatisfied with an adverse reclassification that results in a pay reduction or downgrading, or were not satisfied with the reclassification result, may appeal directly to the superintendent or designee whose decision shall be final. A unit member assigned to a lower grade classification as a result of a reclassification will be placed on the lower pay grade without reduction in pay. When the same rate of pay does not exist in the lower pay grade, the unit member's hourly rate of pay will be red circled, which will remain in effect for no more than three years from the effective date of the reclassification action. The unit member's anniversary date for step increases will not be affected.

For any employee's whose current rate of pay is red-circled and they accept a new position:

- a. If the rate of pay of the new position is less than that of their current red-circled rate of pay, the employee will be placed on the salary scale of the new position at a rate of pay that most closely matches their current rate of pay without going lower.
- b. If their red-circled rate of pay is equal to or higher than the rate of pay for any step of the new position, the employee will be placed on the highest step for the new position but maintain their red-circled rate of pay.

Section F-I (Reclassification process updates)

F. MCPS will share updated and new position descriptions with SEIU, Local 500. Requests for review and revision of job descriptions may be made to OHRD by SEIU.

G. MCPS will schedule a regular review of job descriptions on a seven-year schedule.

H. MCPS will notify involuntary staff that their position was eliminated two months prior to the end of the fiscal year.

I. Annually, the reclassification schedule will be shared with affected supervisory staff and the staff being reclassified within the unit.

Article 19: Filling of Vacancies

Section E, Removal

~~E. In the filling of all SQ vacancies other than those that arise under Section C above, the principal or other appropriate administrator will select from among the three most senior qualified applicants for the position.~~

Section F, Senior Qualified (increased hiring flexibility)

G. Senior Qualified

- ~~a. In the filling of all SQ vacancies other than those that arise under Section C above, the principal or other appropriate administrator will select from among the three most senior qualified applicants for the position~~
- b. For the purposes of filling SQ vacancies, seniority shall be defined as length of continuous service with the MCPS. Employment in a temporary position shall not be considered in determining seniority, except as provided in Article 2, Section C.3.
- c. After screening applicants, staffers will move the five (5) ~~three (3)~~ most senior qualified applicants forward for an interview. Hiring managers may also include up to one current bargaining unit employee of their choice who applied, are qualified, and are currently working in their building/work location to be interviewed.

Section G, Optimally Qualified (increased hiring flexibility)

G. Optimally Qualified

- a. In filling OQ positions, the Office of Human Resources and Development will advertise the position, including at least a partial listing of the essential requirements and preferences. A complete listing of requirements for the position can be found in the vacancy database, accessible by all employees through the MCPS website.
- b. A list of requirements and advertised preferences used in determining “optimally qualified” (OQ) candidates for OQ vacancies (the Office of Human Resources’ screening criteria chart) will be made available at the time the position is advertised to a unit member or the Union upon request.
- ~~e. After screening applicants, staffers will move up to eight (8) optimally qualified applicants forward for an interview. In addition, hiring managers may also include one (1) current bargaining unit employee of their choice who applied, are qualified, and are currently working in their building/worksite location to be interviewed.~~
- d. Should there be fewer than three candidates possessing all requirements, plus any or all of the advertised preferences, then additional referrals can be made in order of seniority among candidates possessing all requirements of the position up to the maximum number requested, but not to exceed seven (7).~~In filling OQ positions, the principal or administrator shall determine the number of candidates to be referred by OHRD for an interview. A minimum of three (3) candidates possessing all requirements, plus any or all of the advertised preferences can be requested, up to a maximum of seven (7). Should there be fewer than three candidates possessing all requirements, plus any or all of the advertised preferences, then additional referrals can be made in order of seniority among candidates possessing all requirements of the position up to the maximum number requested, but not to exceed seven (7).~~

Section J, Lateral transfers and promotions (clarification)

- J. Lateral transfers and promotions will not normally be approved for:
- a. personnel who are to be evaluated for permanent status in MCPS or current position or;
 - b. personnel who have transferred once in the current fiscal year, unless the vacant position allows an increase in hours or months. (Bargaining unit employees who are placed are not considered transfers).

Section M, Interview notifications, subsections a-d.

- N. **Candidate Notifications & Interviews**— ~~All persons who have applied for a specific vacancy other than paraeducators will be notified if they are not selected and will be given the reason or reasons why they were not selected. Non-selected OQ candidates who have interviewed for a position may contact the administrator/designee within two weeks of notification for specific feedback. Content of the feedback related to strengths and weaknesses is not grievable. If an applicant for a paraeducator position has not heard from the administrator within 14 days after the advertisement period has ended, the applicant may assume that they have not been selected for the interview. OQ candidates who have not been selected to interview for a position may contact the Office of Human Resources within two weeks to get information about why they were determined not to be qualified or not selected to interview.~~
- a. Any candidate who is not offered a job after an interview, will, upon request, be given the reason or reasons why they were not selected. Candidates who were interviewed and are not selected for a position can request from the administrator/hiring manager the reasons why they were not selected within two weeks of notification for specific feedback. Feedback from interviews is not grievable.
 - b. Candidates who are not moved forward for an interview may request constructive feedback from the screening grid criteria on why they were not moved forward from the staffing team in OHRD.
 - c. **Abolished positions** An employee whose position gets abolished has priority consideration for positions and is included in the list of candidates, should they not already have been included in the names forwarded for interview, will be offered an interview, if qualified, in addition to the regular number OQ /SQ candidates. This status will continue up to the close of the following year or upon accepting a position of the same or better grade.
 - d. **Twelve-month Involuntaries** 12-month employees whose jobs are involuntarily transferred from their position and are placed into a 10-month position with a lower pay grade will be red circled at their hourly rate and can have the first right of refusal for 12-month position for which they are qualified, in seniority order, for the next commensurate 12-month position that becomes available for up to 3 years. Also, if not already placed in such a position, during the first summer they will be offered work commensurate to their 12-month position.

Section P, Paraeducators, subsection 3

3. In a school where one or more paraeducators' hours have been reduced for the following school year, and where there are available lunch hour aide hours, and where the paraeducator(s) can be available at the appropriate time, lunch hour aide time may be offered to the paraeducator(s) ~~for one year only indefinitely~~ at the paraeducator's regular rate of pay. When there are more paraeducators in a school desiring such accommodation than there are hours available, adjustments will be made in order of seniority. Any paraeducator whose duties include providing lunch hour aide duties will have these hours paid at their paraeducator rate of pay, not at the lunch hour aide rate of pay.

Section P, Paraeducators, subsection 4

4. Paraeducator Transfers

- a. Paraeducators who are involuntarily transferred will be notified by May 15. Circumstances beyond the principal's control may necessitate further changes during the summer months.
- b. A six-week voluntary transfer process shall commence no later than May 15 of each year.
- c. **Paraeducator Voluntary and Involuntary Transfer Season**
 - i. Before the start of the voluntary/involuntary transfer window, where paraeducators have been identified as involuntary transfers, MCPS will host a Paraeducator Involuntary Transfer Meeting where staff are placed in positions. The system will invite SEIU representatives to attend this meeting.
 - ii. At the end of the first voluntary transfer window, paraeducators remaining on the involuntary transfer list will be asked to indicate their preference of program, school level, and geographic area, interest in specific open positions, and any pertinent education and micro-credentialing they wish to have considered by OHRD.
- d. ~~Although paraeducators will be allowed to transfer during this period, they will not be allowed to increase their hours, but will be allowed to voluntarily decrease their hours..~~
- e. **Establishment of Eligibility for 6-hour paraeducator positions:**
 - i. For the purpose of transition to this new model, the "6-hour paraeducator positions" "ever" status of paraeducators will be established by adding the total number of para hours and permanent lunch hour aid hours paid at the para rate as of the last day of the 2023 school year. If a para has six hours or more, they will, going forward, be able to apply for all para jobs, of less or more hours, during the transfer window.
 - ii. No prior school year hours will be considered. Hours outside of these categories will not be considered.
 - iii. Each consecutive year, staff who have 6 hours or more, at any point during the school year, will achieve "6-hour status" and be eligible to access to positions during the transfer window.
 - iv. Para lead and permanent para substitutes will be Eligible for 6-hour paraeducator positions.
- f. **During the initial transfer window:**
 - i. Paraeducators with less than 6 hours, will not be allowed to increase their hours, but will be allowed to voluntarily decrease their hours.
 - ii. Paraeducators who have ever had 6 permanent para hours, or as defined in (see above) will be allowed to increase, or decrease their hours during the transfer window as if they were currently 6 or more hours.
 - iii. Paraeducators with fewer than six (6) permanent hours, may apply for positions in their current school location only. These paraeducator names will be moved forward only if the school position they seek has less than four (4) qualified candidates applying. Up to four (4) of these candidates' names will be moved forward for interviews.
 - iv. Promotional opportunities into paraeducator positions will not be allowed during this period, with the exception of: paraeducators moving into special education paraeducator positions, or paraeducator moving into positions with six or more hours in high impact schools.
 - v. Hiring from outside or from current temporary employees will not be allowed.

Section P, subsection 5

5. An involuntary transfer meeting will be held and paraeducators will be provided the opportunity to submit their preferences. Vacant positions will be maintained on ~~the MCPS Web site MCPS Careers, or equivalent technology~~, by OHRD during the period of involuntary transfers in the summer. All involuntarily transferred staff will be assigned by the beginning of the school year.

Section Q, subsection 7

- ~~7. Individuals who are interested in applying for a vacant paraeducator position listed on the vacancy database apply directly to the school.~~

Section P, new subsection 8

8. MCPS and SEIU will discuss possible modifications to the contract to support hiring initiatives and/or opportunities for Title 1 and High Impact schools each fall. Option must be mutually agreed upon. OHRD will publish agreed upon updates in the OHRD Staffing Calendar at the start of each hiring season.

Section P, new subsection 9

9. During the initial transfer window, paraeducators may apply for and accept an offer into a Title 1 school for more hours than they currently hold. (and focus)

Article 22 Rights of the Union**Section A, subsection 12 (Interschool communication)**

12. SEIU Local 500 will be authorized to use the interschool mail facility to communicate with management and/or unit members about issues related to this Agreement, ESR climate concerns and employment matters with MCPS. Printed materials or literature indicating the Union's position concerning any candidate for public office may not be distributed through the inter-school facility. Use of the facility to distribute material detrimental to the goals and purposes of MCPS or material in violation of the law is expressly prohibited. Such use will be in accordance with procedures established by the superintendent or designee. Violation of this section will result in loss of use of the facility for the remainder of the period of the Agreement.

Article 28 Careers Development and Training**Section D, new subsection 5 (Reimbursement for approved career related certification assessments)**

5. Staff members may request reimbursement for fees charged for taking approved career related certification assessments as up to \$350. MCPS shall determine which certification processes are eligible, in consultation with the JPLC. Employees may request the review of certifications not currently eligible.

Section G, (Singleton overhighering)

- G. Support professionals in singleton and highly specialized positions will be given consideration for overhiring to onboard the new employee early, to provide training for an effective transition.

Section H, (expansion of SPT-10 training fund)

H. Each bargaining unit member who is not a 12-month employee will be provided with an opportunity to receive a minimum of ~~eight (8)~~ sixteen (16) hours of Tier 2 training on one or more no-work-no-pay days **and/or outside of the unit members' duty hours.** This training shall be compensated at the Tier 2 training rate. Any unit member who elects not to participate in this training on the day(s) it is offered is no longer entitled to the benefit of this Section during that same school year.

Section I, Career Development and Educational Improvement Committee (CDEI)

I. A CDEI Committee shall continue for the period of this Agreement. The committee shall be composed of three members selected by the Union and three members selected by the superintendent or designee. SEIU leadership will work in collaboration with the Office of Districtwide Professional Learning to coordinate the committee.

1. The CDEI Committee shall have the following responsibilities:
 - a. To make recommendations for new training programs and other training opportunities.
 - b. To make recommendation on leadership training for supervisory groups that focuses on the soft skills of leadership, policies and procedures within MCPS, as well as best practices will be developed with particular focus for FY 24 and FY 25 on these groups:
 - i. Building Service Managers & Assistant Managers
 - ii. Food Service (school based and central) supervisors
 - iii. Administrative Secretaries
 - iv. Other groups as designated by the JLMCC
 - c. To participate in the ongoing planning for the training needs of unit members.
 - d. To serve in a consultant role to the Department of Districtwide Professional Learning
 - e. To explore options for staff learning including
 - for online, self-paced options
 - Micro credentialing programs
 - Option of CPDs for support staff
 - f. ~~Office of Staff Development on the expenditure of funds listed in Sections B and C.~~
4. To serve in a consultant role to the Professional Library on the expenditure of the special funds provided in Section E.

Section J, Student Debt Relief Fund, subsection 1 & 2

1. The Board agrees to the establishment of a Student Debt Relief Fund for the benefit of employees covered under this Agreement who have incurred personal student debt prior to their employment with MCPS. The Board ~~had further agrees to provided~~ funding of \$550,000 for FY18 and \$600,000 per year thereafter beginning in 2017. In FY 2024, the amount of funding shall be reduced to \$450,000 per year thereafter will be allocated to this fund with no more than 1.5% of the fund being used for administration of the fund. \$150,000 from Debt Relief will be shifted to the SEIU professional development/travel fund.
2. ~~Rules for eligibility for using the fund shall be developed jointly by the parties. The rules of the fund will be revisited by the parties in FY 24 and once agreed to and approved by the Union and the Superintendent of Schools, shall by this reference be enforceable under this agreement. Changes may be made by mutual agreement only.~~

Section K, Parapro Exam (expansion of reimbursement)**K. ParaPro Exam**

1. ~~The Board shall reimburse bargaining unit employees who take and pass the ParaPro exam for the fees associated with taking the exam. The Parapro exam's fees will be reimbursed in full for all times taken regardless of whether the test was passed or not. These reimbursements do not count against the annual tuition reimbursement course cap.~~

New Section L, Systemwide Trainings

L. **Systemwide Trainings** When scheduling system-wide trainings and meetings for like positions with shift II and shift III employees, effort will be made to provide options for attendance:

- a. Offering a second session during a later shift or different day; or
- b. Allowing a worker to shift their daily hours on that day only, with the employee's agreement; or
- c. Simulcasting trainings to off-site locations;
- d. or Authorized overtime

New Section M, Professional Development/Travel Fund

M. Professional Development/Travel Fund

- a. Henceforth, the Board agrees to budget \$200,000 per year for unit members to attend/participate in professional development based on unit needs, or make presentations to conferences and/or programs. To petition to run professional development sessions at a school, including funds to pay trainers and staff. No more than 20 percent of these funds may be used for MCPS-related conferences/programs. SEIU shall determine the unit members eligible for such assistance and the amount each member receives.
- b. Funding: \$50,000 will be removed from the Emergency Child/Elder Care Fund and \$150,000 from Student Debt to establish a Professional Development/Travel Fund.
- c. Rules for eligibility for using the fund shall be developed jointly by the parties and, once agreed to and approved by the Union and MCPS, shall, by this reference, be enforceable under this Agreement.

New Section N, Resource Funds (JLMCC)

N. Resource Funds (JLMCC)

- a. The Board agrees to the establishment of an LMC Resource Fund for the use of the employees covered under this Agreement, in the amount of \$100,000 beginning in FY2025.
- b. Rules for eligibility and approval of funds shall be developed jointly by the parties and, once agreed to and approved by the Union and MCPS, shall, by this reference, be enforceable under this Agreement.
- c. Changes may be made by mutual agreement only. Purchases under this bank will follow normal MCPS procurement process. Such amended rules shall be effective no later than October 23, 2025.

New Section O, Compliance Training

O. Compliance Training

1. MCPS will pilot the opportunity for 10-month support staff to complete compliance training during the summer of FY 2024. Select Bargaining Unit Members, when they are not otherwise engaged in MCPS temporary positions, may register for ~~and~~ take, and be paid for compliance training during the summer up to a cost of \$30,000.
2. During FY 2025, MCPS will expand opportunities, up to a cost of \$200,000 this year and going forward.
3. 10 month bargaining unit members are not required to take the training before their first day of work in a new school year.
4. Funds left unused shall be used to pay new staff in select positions to complete compliance training (or other training as identified) during the course of the fiscal year.

New Section P, SEIU Chapter Recognition Fund

P. MCPS will establish a fund of \$14,000, to reward three (3) outstanding employees per chapter annually as chapter employees of the year.

ARTICLE 29 Professional Growth System**Article title updated**

~~PROFESSIONAL DEVELOPMENT~~ Professional Growth System

Section B, New Employee Orientation, subsection 4

4. ~~New employees will participate in a new employee orientation program. Employees will also receive a copy of the job class description and be provided with performance expectations necessary to ensure success. Support will be provided to novice supervisors as needed.~~

4. New Employee Orientation

- a. New employees ~~will must~~ participate in a new employee orientation program.
- b. Employees will ~~also~~ receive a copy of the job class description by OHRD when hired and be provided with performance expectations necessary to ensure success. Support will be provided to novice supervisors as needed.
- c. Employee orientations will be held in person, unless there is mutual agreement between MCPS and SEIU to offer some subset of sessions via an online synchronous platform. Employees shall be released from their duties to attend, as assigned, to orientation.
- d. If an employee can not attend as scheduled, the principal or supervisor shall contact OHRD to reschedule the session within 30 duty days of the employee's start date.
- e. Employees who attend SSNEO outside of their duty day will be paid their highest rate of pay.

Section C, subsection 4 (expansion of support to select supervisory positions)

4. ~~A mandatory professional development plan (PDP), including job embedded opportunities, utilizing the best practices of professional growth;~~
54. Support to **employees new to select supervisory positions and** underperforming employees and affording them a reasonable opportunity for improvement, **professional learning,** and continued employment;

Section G, Professional Growth Consultants (PGCs) Salary

G. In the PGCs final two years of their rotation, OHRD will work individually with each PGC to develop a transition plan to their next position in the system. This will include surveying the staff member's interest, being alerted to positions of interest that maintain or are close to their salary and other options, as determined by the Chief of OHRD.

Section J, Professional Development

Moved to Article 28

Section K, Career Pathways Program

Moved to Article 28

Section L, Recognition and Compensation for Degrees and Certifications, subsection 1

1. Under the auspices of JLMCC, in consultation with the Union, shall identify degree and certification programs that, if successfully completed by an employee, will result in a salary differential or supplements that shall be developed in consultation with the Union by FY2026

Section M, SSPGS Positive Support Expansion, subsection 1 & 2**M. Positive Support Expansion**

1. The SSPGS Implementation team will meet and confer during the FY 24 school years and make recommendations to expand PGC support for a subset of new to MCPS and new to positions within MCPS staff in FY25. SSPGS will launch support to new staff in phases, budget pending.
2. With agreement of the SSPGS Implementation team, and under the auspices of the SSPGS Liaison \$19,000.00 will be budgeted annually to support the training and development of peer coaches to ensure cohesive support to new employees.

New Subsection L, PAR Panel Supplement

- L. **PAR Panel Supplement** The PAR Panel appointees will be paid a supplement of \$1,500 for annual service.

Article 35 Employee Rights**Section M, Emergency Childcare and Elder Care Fund and Emergency Fund, subsection 1 & 2****M. Emergency Childcare and Elder Care Fund and Emergency Fund,**

1. The Board agrees to the establishment of an Emergency Childcare and Eldercare Fund for the benefit of employees covered under this Agreement, to reimburse employees for part or all of the cost of emergency childcare arrangements, under rules agreed to by the parties. In 2017, the Board further agreed to provide funding of \$334,000 for FY18 and \$354,000 per year thereafter for this fund. In FY2024, \$50,000 of this fund will be shifted to the Professional Development/Travel Fund for all years forward. Beginning in FY2024, \$304,000 per year will be allocated to this fund with no more than 1.5% of the fund being used for administration of the bank.
2. Rules for eligibility for using the fund shall be developed jointly by the parties and, once agreed to and approved by the Union and MCPS, shall by this reference be enforceable under this Agreement. All rules and guidelines governing the uses of Emergency Childcare/Elder Care Fund and Emergency Fund shall be established by mutual consent of the parties and shall by this reference be enforceable under this Agreement. In FY 2024, rules for the fund will be reviewed and reestablished.
3. Changes may be made by mutual agreement only. The current rules shall be further amended to allow for elder care as well as childcare. The selection of the provider is the sole responsibility of the employee and MCPS will not in any way be held liable for any issues with care. Further employees shall be allowed to use family members for the provision of childcare or elder care, without the family member provider being required to possess a provider license. Such amended rules shall be effective no later than October 1, 2020.

Article 41 Transportation**Replace Entire Article****Definitions**

Route ~~Run~~—AM/PM assignment to an operator or attendant.

Trip—Any piece of work that is not part of the AM/PM route ~~run~~.

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

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

- A. During training, bus operators and bus attendant trainees shall receive pay at substitute bus attendant rates.
- B. A representative and/or alternate from SEIU Local 500 shall serve as member(s) of the Accident Review Board.
- C. Adequate cleaning supplies will be provided within reasonable limits.

D. Any permanently assigned segment of work will be reflected in the employees' total scheduled hours. All operators and attendants will report to work on all applicable MCPS scheduled duty days, as defined in the MCPS operating budget.

E. Each special education bus operator and attendant shall undergo a training program that will enable them to meet fully the special demands of their job responsibilities.

F. SEIU Local 500 will be allowed ~~at least fifteen ten~~ minutes to address employees at each beginning of the year Inservice Meeting of bus operators and attendants.

G. Assignments to bus operators and attendants shall be made on a fair and equitable basis in accordance with the provisions outlined below. The design of runs is intended to maximize efficiency and safety. The process for bidding on runs is structured to provide for operators and attendants to maintain AM/PM ~~routes runs~~ and certain additional work, with opportunities to add additional work in August and throughout the school year and limit the changes to runs, except where and when stops must be added or deleted to transport students. (For example, overloads, new students, students no longer going.)

1. June

- a. At the end of each school year, all trips not part of the AM/PM ~~routes runs~~ will be removed from all ~~routes runs~~, except as established in paragraph
- b. below. Operators and attendants, who wish to change their AM/PM ~~routes runs~~ at the end of the school year, will give up their current AM/PM ~~routes runs~~ and bid in August on new AM/PM ~~routes runs~~ and indicate their interest in bidding on a designated form. Operators and attendants also will designate a proxy should they be unavailable to bid in person and indicate their interest in 40 hours of work. If a ~~route run~~ is eliminated between June and September, the operator and attendant will be given another AM/PM ~~route run~~. These operators and attendants may bid on another ~~route/trip at the next available bid- run/trip for the first time in December~~. Dates for August bids will be announced.
 - i. Bus Operators and Bus Attendants who have completed ~~one three~~ or more years of service as permanent employees and who have non "AM and PM" work that is likely to be available again in the following school year (~~such as~~, school community based, Edison, Head Start, pre-K, mail, ~~Ride by the Rules Liaisons~~, PEP, Fire Academy, Medical Careers, early morning bus starters, etc..) shall have the option to keep that work into next school year. Extra work not expected to be available in the next year (speech, homeless, mainstream inter-school mid-day transfers, etc..) will not be eligible for such carry over. Activity runs will be offered as carryover work if they meet the same criteria for carryover as other runs. This includes work being expected to return and being held by an employee with ~~one year three years~~ of seniority as of July 1 of the current year. Because the start date of activity runs is unpredictable, the pay for carryover activity runs will start when the run starts. Any activity run that starts after December 1 will be bid.
 - ii. If the extra work assignment hours are different for the next year, the hours will be adjusted accordingly. Letters indicating employee wishes regarding extra work will be sent in June and must be returned by July 1 of each year for the employee to be provided the carryover opportunity.
 - iii. Carried over extra work assignments that do not start on the first day of school will be paid until October 20. If the work has not begun by October 20, the extra hours of pay will be discontinued and assigned hours will be adjusted accordingly effective October 20 until such time as the work becomes available.
 - ~~iv. The parties will confer prior to the end of the 2007-08 school year to determine whether eligibility for carrying work into the following school year should be made available to bus drivers and bus attendants with less than three years of service.~~

2. August

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

~~Between September and June all regularly scheduled open extra work will be posted for bid every two weeks at each of the depots. Open AM/PM routes runs will be bid in October November, February, and April. These dates may be adjusted based on operational needs and agreement with the Union.~~ Supervisors, operators, and attendants may request time adjustments if the hours paid are less than the hours worked.

- a. Interested applicants will apply for vacancies using the current application form within six and one half days of the run vacancy notice announcement (RVNA).
- b. The RVNA will include—
 - i. Bus depot parking location.
 - ii. Estimated hours paid (minimum).
 - iii. All schools served, stops served (in case of special education trips, students' names will not be posted), time of day, and frequency (i. e., Wednesday only or five days/week). Exact stops may be omitted in the August bid to facilitate earlier posting of some pieces of work.
 - iv. Size/type or specific bus required.
 - v. Any restrictions—Certain trips such as midday kindergarten routes may be restricted geographically (for example, an operator bidding on a Poolesville High School and Poolesville Elementary School run and parking the bus in the Poolesville area would not be permitted to bid on a midday kindergarten trip in the Magruder High School cluster attendance area). In the case of special education runs, new students may be placed on a bus even if the route must be extended. (Operator and/or attendant pay will be adjusted accordingly.)
 - vi. Closing date for bid coordinator receiving written application from operator or attendant.
- c. **RVN Process**
 - i. The RVNA will be placed in a notebook within the dispatch office (or a bulletin board if and when available). This can be changed by the Transportation Labor Management Committee.
 - ii. The RVNA will be posted for six and one half working days, closing at 5:00 p.m. on the seventh day. The operator and/or attendant interested in placing a bid is responsible for delivery of that bid to the depot administrative staff or bid coordinator by the closing date. The employee may withdraw their bid at any time prior to the closing date by submitting a written withdrawal request to the bid office. Buses should not be used to deliver bids.
 - iii. AM and PM route postings are countywide, allowing movement of operators and/or attendants among depots.

~~Midday and extra work bids are restricted geographically.~~
- d. Operators and/or attendants will be allowed only two changes in routes runs per school year; operators and/or attendants may make these changes at any time during the school year without restriction. For the purpose of this subsection, “extra work,” (including midday trips, activity trips, and other like assignments) will not be considered a “change.”
- ~~e) Bus operators and/or attendants normally will not be assigned to more than 40 hours per week on a regular basis. Operators and/or attendants may bid on runs that conflict with their present assignment and, if awarded, will give up the present assignment for the new one.~~
- e. Operators and/or attendants may bid on multiple routes runs in a given RVNA. They will indicate their choices in priority sequence. Routes Runs/trips will be awarded by seniority and within operator/attendant stated priority. Routes Runs/trips must be accepted as awarded.

- f. Included in the estimated hours paid to bus operators in subsection 2 above will be one half hour per day for fueling the bus, cleaning the bus (inside and outside), completing forms, questionnaires, etc. Supervisors, operators, and/ or attendants may request time adjustments if the hours paid are more or less than the hours worked.
- g. Time paid will be measured in increments of one tenth of an hour. Each route run/trip will be assigned a minimum number of hours. When travel times overlap, operators and attendants will only be paid once for any period of work.
- h. **Appeals** -- Operators, or attendants may request an appeal audit of the route run and an adjustment of hours. Appeals Audits will be performed promptly. Should that appeal audit reveal a difference in the hours assigned to the route run/trip, a pay adjustment will be made, retroactive to the date that the assignment began, but not more than 20 duty days prior to the appeal audit request.
- i. After the first workday following October 20, the operator and/or attendant shall retain the assigned hours for the balance of the school year (except as specified in paragraph iv) below) unless the time required to operate the run/trip is increased, in which case hours paid will be adjusted accordingly. If the operator and/or attendant has suffered a loss of work assignments then the operator and/or attendant will be in time-owed status. If on time-owed status the operator and/or attendant must:
 - i. accept an alternate work assignment OR:
 - ii. decline the alternate work assignments and sign in for extra work daily and bid during the next extra work bid cycle OR:
 - iii. if no alternate work assignment is available they will sign in for extra work daily and bid during the next extra work bid cycle;
 - iv. choose to not be in time-owed status and choose to be reduced to actual hours worked.
 - v. If operators and/or attendants opt to give up a route, they may not be guaranteed a route of equal assigned hours and their assigned hours will be adjusted accordingly.
 - vi. Notwithstanding paragraph ii) above, run time assigned for the transportation of one or more homeless students will be part of the permanently assigned hours of the bus operator / attendant beginning with the second full pay period following the addition of such student(s) to the route, and will be removed from the permanently assigned hours of the bus operator / attendant when the homeless student(s) are no longer being transported.
- j. Operators or attendants (including those who share a given route run/trip) must have a minimum four hours per day assignment. This must include at least a regular morning and afternoon route.
- k. ~~In some cases, run/trip listings may be posted showing additional time allowed for "deadhead" travel. If this "dead-head" travel time overlaps with "deadhead" travel time for an adjacent run/trip for a given operator or attendant, the operator or attendant will not be paid double for a single "deadhead" time period.~~ (moved to field trips)
- k. Buses will be assigned in accordance with Section H below. When a bus run (special education or regular) becomes available, the operator receiving the bid and assigned the run and hours may take their bus to the new run unless the bus does not fit the established requirements of the run (for example, going from a regular run to a special education run). In this situation, the operator must accept a different assignment bus.
- l. All non-driving assignments within the Department of Transportation not filled under Article 10 or Article 19 shall be bid in accordance with Section G above except for the following:
 - i. All requests for Americans with Disabilities Act (ADA) job accommodations shall be considered and verified by the Office of Human Resources individual responsible for ADA compliance in accordance with established MCPS procedures. However, the Department of

Transportation shall make available placement opportunities to nondriving assignments to those bus operators whose requests are so verified, consistent with operational requirements.

- ii. All other administrative placements of bus operators to nondriving assignments shall be done in consultation with the Union. Such assignments shall not extend beyond 60 calendar days except by mutual agreement between the Union and MCPS the chief operating officer.
- iii. MCPS Department of Transportation will notify SEIU Local 500 of any administrative placement under subsection ii) above that lasts more than 15 consecutive duty days. The notification will be directed in writing to the SEIU Local 500 director of the SEIU Local 500 Representation Programs Department. Such notification shall include the name of the employee being assigned to an administrative placement, the date of such placement, the reason for the assignment, the title of the position being assigned to and the position the employee held prior to the administrative placement.
- iv. If, under subsection ii) above, an administrative placement lasts 60 consecutive calendar days the MCPS Department of Transportation will notify SEIU Local 500 (as outlined in subsection iii) above) that such administrative placement has lasted for 60 consecutive calendar days. Such notification shall include the name of the employee assigned to the administrative placement, the date of such placement, the reason for the assignment, the title of the position being assigned to, the position the employee held prior to the administrative placement and how long the requested extension of time is expected to last. The extension of time must be by mutual agreement as outlined in subsection ii) above.
- m. The provisions of this Article may be suspended by agreement of the Department of Transportation and the Union where considered desirable by the parties to rectify or correct a specific issue or matter.
- m. All activity run assignments shall be paid at premium rate of pay (1.5 times regular rate). Any operator assigned to an activity run who also has a regular PM run shall be paid for any additional time gap between the PM run and the activity run at their regular rate of pay.
- o. Any bus operator who reports to work before 5:00 a.m. to start buses shall receive 8 percent differential pay in addition to their base rate of pay for that day.

3. Extra Work Assignments

- a. Between August and October all regularly scheduled open extra work will be posted for bid every two weeks at each of the depots. Between November and June all regularly scheduled open work will be posted for bid every four weeks at each of the depots.
- b. Interested applicants will apply for vacancies using the current application form within six and one half days of the run vacancy
- c. Extra work will be assigned at each depot starting with the most senior driver and continuing down the seniority list until all extra work is assigned. When the next set of extra work is available for bid, the bidding will continue down the seniority list starting where it stopped at the previous bid and will continue down the list until it completes its total rotation. The list will not "jump back" to get drivers who were not available nor had adequate hours for the available runs. The bidding will rotate back to the top of the seniority list once each rotation is complete.
- d. Midday and extra work bids are restricted geographically.
- e. Bus Operators and/or attendants normally will not be assigned to more than 40 hours per week on a regular basis. Operators and/or attendants may bid on runs that conflict with their present assignment and, if awarded, will give up the present assignment for the new one.
- f. Operators and/or attendants may bid on multiple runs. They will indicate their choices in priority sequence. Runs must be accepted as awarded.

H. **Assignment of School Buses**—Buses will be assigned to maximize efficiency in meeting the transportation needs of MCPS.

The following factors will be used in assigning buses:

1. Buses equipped with wheelchair lifts or those assigned to serve pupils in special education programs are exempt from the following; however, every effort will be made to distribute them with preference given to senior drivers, based on factors 2 through 7 below.
2. New buses will be distributed by systemwide seniority.
3. When new buses are available, they will be assigned to eligible operators after completion of five years of service based on their hire date (i. e., when the operator is beginning their sixth year of employment, by August 15).
4. Bus operators assigned a new bus will maintain that bus assignment for five years unless the group of eligible operators, those with more than five years of service, has been exhausted (*See* No. 3 above).
5. If a new bus is offered to an eligible bus operator and the operator turns down that assignment, the operator's ranking will be maintained. However, the operator will not be considered for a new bus assignment until their cycle comes up again (they would probably have to wait a minimum of five years).
6. All other assignment of buses not included in numbers. 1 through 5 above will be assigned on a seniority rolldown basis.
7. Bus operators may request to keep their current bus assignment by submitting a used bus assignment form (*See* Appendix).
8. Should a new bus upgrade cause a bus to be assigned to vary from the above procedure (for example, if the bus is assigned by the route instead of the operator) the Department of Transportation shall meet with the Union to create the roll down procedures for these buses.

I. Procedures for the Fair Distribution of Field Trips—Field trips will be assigned on a fair and equitable basis for those operators who express an interest.

1. No field trips will be awarded to operators who are regularly scheduled 40 hours per week, unless the field trip assignment cannot be covered by the pool of operators defined in item No. 4 below or as described in No. 5 below.
2. ~~No field trips will be awarded to operators with a position designation of perm-sub (guaranteed 40 hours per week), unless the field trip assignment cannot be covered by the pool of operators defined in item No. 4 below.~~
3. Operators with a position code of 9210 Temp (20-hour employees) may be assigned field trips.
4. Any operator (withstanding the previously mentioned) with an application on file in the field trip office who is scheduled ~~up to less than 35 32.5~~ hours per week is eligible to be assigned field trips unless such an assignment will place the operator in an overtime status.
5. It is understood that, on rare occasions, it will be necessary to make emergency or critical service decisions to assign field trips outside these guidelines. This is by no means a common practice, but may occur from time to time.
6. The Department of Transportation will make every effort to ensure that operators are notified of field trips well enough in advance to arrange their schedules to accept them. Trips that are kicked back because the operator was improperly notified will not cause that operator to become ineligible for future trips.
7. In some cases, run/trip listings may be posted showing additional time allowed for "deadhead" travel. If this "dead-head" travel time overlaps with "deadhead" travel time for an adjacent run/trip for a given operator or attendant, the operator or attendant will not be paid double for a single "deadhead" time period.
8. **Kicked Back Trips**—As time permits, priority in giving out kicked back trips is as follows:

- a. Permanent employees interested in short notice assignments,
- b. Substitutes (nonpermanent),
- c. Radio operators.

J. Compensation for field trips and activities will be paid within 30 days of the submission of field trip tickets by the employee. Employees must submit field trip tickets within five days of completion of the trip. Upon request to the Department of Transportation, an employee will be provided a summary of field trips for which they have been paid along with the trip ticket numbers.

~~K. 1. In each year of this Agreement, an assessment of scheduled hours will show at least 66 percent of those bus operators having indicated an interest to work full time have a 40-hour schedule.~~

K. Only those Department of Transportation employees working in excess of 40 hours in a week or 11 hours in a given day will be eligible for time and one-half overtime compensation. No employee shall be required to have a scheduled workday in excess of 13 elapsed hours.

~~3. If Section K.1 is not met, then Section K.2 above, at the request of either party, shall be null and void and overtime will be paid for all hours over eight in a day, and routes will be reassigned to require no more than eight hours per day. Reduction in hours shall be on the basis of seniority, with fewer senior employees being reduced first. Where necessary, routes will be rebid in accordance with the other provisions of this Article. The Union and affected employees will be given 15 days' notice before this procedure is implemented. The parties may agree to alternative remedies during this time.~~

L. Performance Improvement Process and Route Bids—Acceptance into the performance improvement process of SSPGS will not affect the ability of a bus operator or attendant to bid on new route(s) or extra work. Should a bus operator/attendant successfully bid on work that necessitates their reassignment to another depot or to another supervisor within the same depot, after having been recommended and approved for the performance improvement process, the professional growth consultant (PGC) will work with the outgoing and incoming supervisor to ensure that the performance improvement process continues without disruption in the new assignment. All obligations on the part of the operator/attendant and the department outlined in the Peer Assistance and Review (PAR) agreement or performance improvement plan will remain in effect. The new supervisor will be permitted to review supporting documentation necessary to provide adequate support.

The Department of Transportation Director may, after consultation with the PGC, where appropriate, choose to have the operator/attendant remain in their current assignment until successful completion of the PAR process or the successful completion of a 90-day special evaluation. In such instances, the department agrees to hold the vacant assignment for the operator/attendant until such time as the process has been successfully completed. Should the new assignment result in additional hours to the operator/attendant at the time of the bid, the department will compensate the operator/attendant based on the higher number of hours, until the reassignment actually occurs, and assign appropriate additional work to the operator/attendant in the interim.

M. Bus Route Supervisors

~~1. For bus route supervisors, use of annual leave on school days will be approved only in unusual circumstances. During Christmas and Spring breaks, and on some other "no work—no pay" days, employees in such positions may be required to use annual leave. A schedule of such days, which is subject to change, will be provided by DOT management near the beginning of each fiscal year.~~

2. Work Schedule

- a. Summer Schedule—The BRS work schedule for summer months will continue to be five 8-hour work shifts per week.
- b. School Year Schedule—The school year work schedule will generally consist of either five (5) eight (8) hour work days or four ten (10) hour work days during a week with the exception of the first week or two of school and the weeks of Thanksgiving, Christmas break, and

spring break, which will be weeks of five 8-hour work shifts and an unpaid lunch break. Such 8-hour shifts will generally be split on school days and straight on non-school days. The 10-hour day schedule will consist of 10 hours of work and an unpaid 1-hour lunch break. Specific starting and ending times will be worked out on an individual basis as needed to meet operating requirements.

- c. Option—A BRS may choose whether to work the 4-10 schedule or the 5-8 schedule. A request by a BRS *Seeking* to change schedule will not be unreasonably denied.

3. Compensation

- a. Overtime Eligibility—Mindful of the supervisory and managerial responsibilities of the BRS, the BRS position is recognized by both parties as a position exempt from overtime under the Fair Labor Standards Act and Maryland Law. Thus incidental tasks performed by a BRS that exceeds 40 hours in a workweek will not entitle the BRS to overtime compensation. However, when the BRS is assigned by the department to work on a fifth work day in a 4-10 workweek, or if the BRS is otherwise specifically directed to perform work that requires overtime where the work schedule cannot be adjusted to avoid more than 40 hours of work within the week, the BRS will be paid at the rate of one and one-half (1 ½) times their normal hourly rate for such hours which exceed 40 paid hours in the workweek. Only the department director or the director's designee may assign a BRS to work on the fifth day of a 4-10 workweek.

- b. Reporting Overtime—Any overtime worked by a BRS must be reported to the director of DOT within 96 hours of when it was worked in accordance with DOT procedures.

N. No bus operator or bus attendant shall be required to use their personal cell phone for MCPS-work-related communication.

O. Peer Coaches for New Employee

1. MCPS and SEIU agree to expand the ~~create a~~ coaching program for new bus operators and attendants in order to support, inform, and retain employees. The program will be jointly expanded under the auspices of the transportation LMC. Once agreed upon, changes will be made by mutual consent.

P. Tool Allowance

All DOT mechanics employed at MCPS will receive \$900 per year to purchase or replace tools used in the course of their daily work at MCPS. They will receive the allowance in the first paycheck in September.

Q. Alternate Route Pilot Program

- a. During the 2023-2024 school year, the District will create up to five (5) alternate routes at each bus depot.
- b. The alternate routes will consist of a combination of either an AM or PM run and a mid-day run (am/mid-day or mid-day/pm).
- c. The am/mid-day and mid-day/pm will be considered a regular route and will meet the minimum hour requirement set forth in this article.
- d. The routes will be bid during the August bid and available based upon seniority. e. In consultation with the Union, the Department of Transportation may expand the program to up to 10 routes per depot for the 2024-2025 school year.

f. At the conclusion of the 2024-2025 school year, the Department of Transportation and the Union will evaluate the success of the pilot program for possible expansion beyond the 2024-2025 school year.

Article 43 Duration

Replace Article

This entire Agreement is for a period beginning July 1, 2023, and ending June 30, 2026. The parties agree to negotiate during the second year of this Agreement with regard to Article 7, Wages, for the third year. Either party may also reopen negotiations at that time on any two other Articles of the Agreement, with the exception Article 23, Employee Benefit plan.

Appendix II

Addition to Examples of supports and structures include, but are not limited to Employees' contributions, to include years of service, will be recognized formally and in-person.

