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**AGREEMENT**

between

**Montgomery County Council  
of  
Supporting Services  
Employees**

and

**Board of Education of  
Montgomery County**

for the

**School Years  
1993-1995**

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Rockville, Maryland

2-12-94

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## Definitions

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

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

## Article 1 Purpose

It is the purpose of this Agreement to promote and foster constructive labor management relations in the Montgomery County public school system.

The joint Labor/Management Committee will be continued for the length of this contract to be used as a forum for the discussion of problems of mutual concern between the parties. One such item may be the matter of safety and health.

Minutes will be kept for each meeting, signed and initialed by both parties attesting to their accuracy, and distributed to members of the Committee.

## Article 2 Recognition

- A. The Board of Education of Montgomery County recognizes the Montgomery County Council of Supporting Services Employees, Inc., as the exclusive bargaining representative for all employees in the bargaining unit on all matters relating to wages, hours, and other working conditions.

- B. The bargaining unit is composed of all permanent and conditional supporting services employees who have attained permanent status except supervisory and confidential employees.
- C. The Board of Education, in negotiation with MCCSSE, will determine which employees are to be excluded from the bargaining unit as supervisors and confidential employees.

### Article 3 Employee Bargaining Unit Defined

- A. All positions within the bargaining unit shall be either permanent or conditional.
- B.
  1. **Permanent Position**—A permanent position is one which has been established by the Board with the anticipation that it will be necessary to maintain the existence of such position indefinitely on a continuous year-round or school-year basis.
  2. **Conditional Position**—A conditional position is one established by the Board for the period of time that monies are available in whole or in part from the United States Government, a private organization, a foundation, a revenue-producing source, or an individual for use in special research or other long-term projects. This position shall be automatically abolished when no longer needed or when funds are no longer made available.
  3. **Full-time and Part-time Positions**—Permanent and conditional positions may be either full-time or part-time. A full-time position is one requiring no less than twenty (20) work hours per week. A part-time position is one requiring less than twenty (20) work hours per week.
- C.
  1. **Definition of a Temporary Position**—A temporary position is one not continuous in nature and established for a period normally not to exceed six (6) months.
  2. A temporary position which has been extended or reestablished more than one time for periods totaling twelve (12) months within a consecutive thirty (30) month period will be included in the superintendent's yearly budget as a permanent position.
  3. The incumbent of a temporary position being converted shall be assigned to the permanent position upon conversion of the position. The time spent in the temporary position shall be counted in determining seniority.
  4. After the incumbent of the temporary position attains permanent status in the permanent position, the incumbent shall be entitled to the same benefits and protection as all other unit members who attain permanent status.

5. Lunch hour and playground aide positions shall not be included in the bargaining unit. A bargaining unit member who also holds a position as a lunch hour or playground aide shall receive credit for all purposes under this contract for hours worked as a lunch hour or playground aide.
- D. 1. All permanent employees hired will be placed in a six-month probationary status during which time they will have no rights as unit members to contractual protection against termination without proper cause and whose rights, except as those provided by the Agreement, are to be determined in accordance with the Board of Education policies and regulations.
  2. For all other purposes, however, such probationary employees, benefiting as they do from the terms of the Agreement, shall be considered as unit members after their 30th day of employment.

## **Article 4**

### **School Board Authority**

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

## **Article 5**

### **Negotiations Procedures**

- A. During the month of October of each fiscal year in which the Council is recognized and in which an agreement will expire the following June 30, the parties will meet to establish negotiation procedures.
- B. By November 1 of the calendar year prior to the expiration date of an agreement, MCCSSE will present its positions and demands for a new agreement. No later than November 15 of that year and at the direction of the superintendent of schools, representatives of the Board of Education will meet with MCCSSE at a mutually agreeable time and place to consider and reply to the demands.
- C. A chief spokesperson will be appointed by each party; discussion by other members of each team will be first cleared through the chief spokesperson.
- D. The parties, numbering no more than thirteen (13) from each team, excluding observers and consultants, will meet at mutually agreed upon times.

- E. The parties agree to consult in advance about the general and specific content of all press and public communications dealing with the directions and accomplishments of the teams that might be released from time to time by the parties either jointly or independently. Every effort will be made to provide full information to the public with the exception that, in order to maintain the integrity of the negotiations process, the specific content of any given proposal or counterproposal will not be divulged.
- F. Generally, meetings shall be held at a central office facility. If meetings are held at a neutral facility that requires payment for the use of that facility, the parties shall equally share the cost. Neutral facilities must be acceptable to both parties.
- G. An impasse shall exist if the parties have not reached agreement by December 31.
- H. Should either party suggest an impasse, the procedures as provided for in Section 6-510 of the Annotated Code, Education relating to impasse will be followed. In the event that the parties are unable to agree upon a third party, as required, the parties agree to submit their impasse to the American Arbitration Association for assistance in the selection of a third party.
- I. The cost for the services of the third party shall be borne equally by the Board of Education and the Council.
- J. This Agreement incorporates the entire understanding of the parties on all matters which were or could have been the subject of negotiation. During the term of this Agreement, neither party will be required to negotiate with respect to any matters whether or not covered by this Agreement and whether or not within the knowledge or contemplation of either or both of the parties at the time they negotiated or executed this Agreement.
- K. All items agreed upon in negotiations must be reduced to writing and certified by the chief negotiators of both teams. Each party must complete the negotiated proposals through ratification by its organizational authority. Any negotiated provision requiring action of the county fiscal authority shall not become effective until the required action is taken. Any and all of the negotiated agreement is subject to the existing laws of the State of Maryland.
- L. The Board of Education of Montgomery County shall render the final determination as to all matters which have been the subject of negotiation.
- M. If the Montgomery County Council, in the exercise of its fiscal authority under the law, reduces the budget recommendations of the Board of Education, and such action makes it necessary for the Board to reduce one or more items that are dependent upon budget funding, such items shall be subject to renegotiation prior to making a final determination in accordance with the following timetable. In the event that renegotiation is mandated, the parties agree to meet

as soon as possible after the Council action, but no later than June 5, and they agree to complete such renegotiation within ten (10) days. If the parties are unable to reach agreement within ten (10) days, the impasse procedure provided by law shall be employed with mutually agreeable reductions in the time limits of said procedures.

## **Article 6**

### **Grievance Procedure**

#### **A. Definitions**

1. "Grievance" means a claim by one party that the other party has violated this Agreement.
2. "Grievant" means the person or persons making the claim.

#### **B. Purpose**

1. The purpose of this procedure is to secure, at the lowest possible administrative level, equitable solutions to the problems which may occur in the administration of this Agreement. Both parties agree that these proceedings will be kept informal and confidential at all levels of the procedure.
  2. Nothing herein contained shall be construed as limiting the right of any unit member having a grievance to discuss the matter with any appropriate members of the administration. Such grievance may be adjusted without intervention of the Council, providing that the adjustment is not inconsistent with the terms of this Agreement.
  3. No grievance shall be initiated more than fifteen (15) duty days after the cause has occurred or should have been discovered.
  4. A grievance shall be automatically waived and shall not be subject to further discussion or appeal if the grievant does not process it within any of the stated time limits. Such time limits may only be extended by mutual agreement between the parties.
- C. A covered unit member will first discuss his/her grievance with his/her immediate supervisor. Both parties will make efforts to solve the grievance at this informal level.
- D. **Step One**—If the grievance cannot be solved at the informal level, the unit member then submits the grievance to his/her appropriate administrator in writing within fifteen (15) duty days after the grievance arises. If the appropriate administrator does not satisfy it within ten (10) duty days from receipt of the written grievance, the grievance may be processed to Step Two.

**Step Two**—If the grievant is not satisfied with the disposition in Step One, he/she may file his/her grievance in writing to the MCCSSE within five (5) duty days. The MCCSSE, within five (5) duty days from such filing, shall meet and counsel the grievant on the merits of the grievance and if the Union deems it to be meritorious, forward the grievance to the appropriate deputy superintendent or appropriate associate superintendent. If the grievance is referred within the time limits, the appropriate deputy superintendent or appropriate associate superintendent shall have five (5) duty days to respond to the grievant.

### **Step Three**

1. If the grievant is not satisfied with the disposition in Step Two, he/she may again file his/her grievance in writing with the MCCSSE within five (5) duty days. Within five (5) duty days from such filing, the Union shall meet and counsel the grievant and if the Union deems it to be meritorious, forward the grievance to the Superintendent. If the grievance is referred within the time limits, the Superintendent shall have ten (10) duty days to respond to the grievant.
2. A grievance may be filed for a group of unit members at Step Three if the president of MCCSSE and the director of association relations agree that the authority to resolve the grievance does not exist at Step One or Step Two.

### **Step Four—Arbitration**

1. If the grievant is not satisfied with the disposition of the grievance made by the superintendent, he/she may again file it in writing with the MCCSSE WITHIN FIVE (5) duty days for that Union's decision on whether or not the grievance shall be submitted to arbitration.
2. Arbitration may be initiated by the grieving party by serving notice upon the other party requesting arbitration within fifteen (15) duty days 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 receiving party will acknowledge his/her agreement with the submission to arbitration statement by affixing his/her signature to the submission form within five (5) duty days and returning the form to the grieving party. If the receiving party does not agree with the submission to arbitration statement, he/she will so indicate this disagreement, sign the form, and return it to the grieving party within five (5) duty days. If disagreement exists on the submission statement, the arbitrator must first frame the issue before proceeding with the merits of the case.
3. The grieving party may submit the matter to arbitration within five (5) duty days of the return of the submission statement form. The superintendent and the president of MCCSSE will attempt to agree upon a mutually acceptable arbitrator and obtain a commitment from said arbitrator to

serve. If the parties are unable to agree upon an arbitrator or to obtain such commitment within the specified period, a request for arbitration shall be sent to the American Arbitration Association and a list of arbitrators requested. A copy of the demand shall be sent to the other party. The parties will then be bound by the rules and procedures of the American Arbitration Association as they apply to the selection of an arbitrator.

4. The arbitrator shall have no power to add to, subtract, or modify any terms of this Agreement. The arbitrator shall not accept issues or evidence not presented during the grievance procedure. The arbitrator shall be without power or authority to make any recommendations beyond the terms of this Agreement. The decision of the arbitrator shall be final and binding on the parties and should be issued within fifteen (15) days of the close of any hearing or in the event briefs are filed, fifteen (15) days after such filing.
5. The expense of the arbitrator shall be borne equally by the parties.

#### **E. Miscellaneous**

1. All documents, communications, and records dealing with the processing of a grievance will be filed in a separate grievance file and will not be kept in the official personnel file of any of the participants.
2. All decisions rendered at all levels of the grievance procedure will be in writing, setting forth the decision and the reasons therefore, and will be transmitted promptly to both parties.
3. Forms for filing grievances, serving notices, taking appeals, making reports and recommendations, and other necessary documents will be prepared by the superintendent after consultation with the MCCSSE, and will be given appropriate distribution so as to facilitate operation of the grievance procedure.
4. Both parties shall be permitted to present evidence and witnesses and to cross-examine all witnesses whenever a hearing is held.
5. The administrative complaint procedure currently in use to process and resolve unit member complaints pertaining to matters not covered by this Agreement or subject to collective bargaining shall be continued. Matters subject to the grievance procedure and subject to collective bargaining consistent with Article 5, Section J, shall not be heard or processed under the administrative complaint procedure.
6. It is agreed the Union may submit any class action grievance involving a general alleged violation of the Agreement. It may also submit a grievance alleging actions taken by the employer, not otherwise protested, violate basic principles or understandings expressed in the Agreement.

7. Meetings and hearings shall be scheduled to minimize, where possible, the disruption of school system business. Meetings and hearings scheduled during the grievant's regular working hours shall be considered time worked. School employee witnesses whose testimony is relevant and material to the grievance, called by either party shall likewise lose no pay because of their participation.

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

1. No reprisals of any kind shall be taken by any party involved in the grievance procedure.
2. The MCCSSE shall be exclusive representative of a grievant at Step Two and beyond.
3. Nothing in this grievance procedure shall limit the rights of any unit member to discuss any complaint, problem, or matter of dissatisfaction with any appropriate administrator without representation or the intervention of any organization.

### **Article 7 Wages**

- A. 1. Unit members shall be compensated at the appropriate rate provided by this Agreement for all authorized or approved time worked on official duties.
2. Effective the pay period containing July 1, 1993, a new Step J will be added to the pay schedule representing a two (2) percent increase over Step I.
3. A \$250 lump sum payment to each bargaining unit employee will be made the first pay day in December of 1993 and December of 1994.
- B. 1. Longevity increases shall be provided on completion of ten (10), fourteen (14), and eighteen (18) years of creditable service.
2. The amount of each longevity salary increment shall be a one-step increase on the Supporting Services Pay Schedule.
3. A longevity salary increment shall be effective the first day of the pay period in which the unit member completes ten (10), fourteen (14), and eighteen (18) years of creditable service.
4. Creditable service for computing eligibility for longevity salary increments shall include all permanent and conditional employment within MCPS, Montgomery College, and such service within the Montgomery County Government as is certified by the county personnel officer as qualifying toward longevity under the county personnel regulations.

Creditable MCPS service shall also include all authorized leave with pay, authorized leave without pay for military service or self-improvement, the period of temporary employment if it is followed by a permanent appointment, and the time a permanent unit member is on approved disability leave. In computing the sum for such service, no credit shall be given for any month in which a unit member was employed fewer than fifteen (15) calendar days.

- C. 1. A permanent or conditional unit member shall be eligible each year for a one-step salary increment. Such salary increments may be awarded annually until a unit member reaches the top pay step (not including longevity) of the pay grade to which his/her position is assigned.
- 2. a) Incremental movement on the Supporting Services Pay Schedule is based on the satisfactory performance of each unit member. The evaluation performance shall be recorded on the proper form. Wage increments are effected on the first day of the pay period in which the anniversary date falls.
- b) Whenever a unit member is permanently assigned to a position which has a higher salary range than the one he/she holds, the effective date of the change shall become his/her new anniversary date.
- 3. A fully qualified unit member who is promoted to a higher grade position shall be assigned at the lowest step of such higher grade which exceeds his/her existing step by two steps; however, if there is no step in the higher grade which exceeds his/her existing step by two (2) steps, the unit member will be placed at the top of the grade.
- 4. **Notification of Salary Increment Delay**—When a salary increment is delayed, the affected unit member shall be notified in writing at least two (2) weeks in advance of the increment date and shall be given the reasons for the action. A copy of the completed unit member evaluation form which is given to the unit member at the time the unit member signed the evaluation form shall be considered notification.

**D. Shift Assignment and Differential Pay**

- 1. Shift differential pay means the amount paid over and above the basic hourly straight time rate.
- 2. **Eligibility**—Each eight-hour unit member is eligible for shift differential pay, if the unit member is assigned to all of the following:
  - a) A permanent or conditional position
  - b) The second or third shift
  - c) A full eight-hour shift

- d) A position classification approved by the superintendent for shift differential payment
- 3. **Designation of Shift Starting Time and Appropriate Shift Differential Rates**—The starting time and rate of shift differential pay for the shifts are listed below. A unit member assigned to any shift:
  - a) Starting at 2 p.m. or later and before 10 p.m. is eligible to receive 5 percent differential pay in addition to his/her base rate of pay.
  - b) Starting at 10 p.m. or later and before 6 a.m. is eligible to receive 7.5 percent differential pay in addition to his/her base rate of pay.
- E. **Outdoor Education**—Any unit member who is assigned by the administration to outdoor education activities shall be paid for each overnight stay the same per diem stipend as a participating teacher, if permitted under the Fair Labor Standards Act.
- F. **Extracurricular Activities**—A unit member whose past performance in an extracurricular activities program has been satisfactory will be given preference over other unit members when there are openings for such activity which need to be filled. The person thus assigned will receive the same stipend paid to a teacher, if permitted under the Fair Labor Standards Act.

## Supporting Services General Pay Schedule Effective July 1, 1993

Pay Grade	Pay Steps									
	A	B	C	D	E	F	G	H	I	J
1	\$ 6.89	\$ 7.12	\$ 7.40	\$ 7.71	\$ 7.99	\$ 8.33	\$ 8.66	\$ 8.87	\$ 9.05	\$ 9.24
2	7.12	7.40	7.71	7.99	8.33	8.66	9.04	9.24	9.43	9.62
3	7.40	7.71	7.99	8.33	8.66	9.04	9.42	9.59	9.79	9.99
4	7.71	7.99	8.33	8.66	9.04	9.42	9.79	9.98	10.18	10.39
5	7.99	8.33	8.66	9.04	9.42	9.79	10.20	10.40	10.61	10.83
6	8.33	8.66	9.04	9.42	9.79	10.20	10.61	10.84	11.06	11.29
7	8.66	9.04	9.42	9.79	10.20	10.61	11.08	11.29	11.53	11.76
8	9.04	9.42	9.79	10.20	10.61	11.08	11.53	11.76	11.99	12.23
9	9.42	9.79	10.20	10.61	11.08	11.53	12.02	12.26	12.51	12.76
10	9.79	10.20	10.61	11.08	11.53	12.02	12.59	12.85	13.11	13.38
11	10.20	10.61	11.08	11.53	12.02	12.59	13.21	13.49	13.75	14.03
12	10.61	11.08	11.53	12.02	12.59	13.21	13.93	14.20	14.47	14.76
13	11.08	11.53	12.02	12.59	13.21	13.93	14.57	14.84	15.14	15.45
14	11.53	12.02	12.59	13.21	13.93	14.57	15.29	15.60	15.91	16.23
15	12.02	12.59	13.21	13.93	14.57	15.29	16.07	16.41	16.74	17.08
16	12.59	13.21	13.93	14.57	15.29	16.07	16.85	17.20	17.53	17.88
17	13.21	13.93	14.57	15.29	16.07	16.85	17.70	18.08	18.44	18.81
18	13.93	14.57	15.29	16.07	16.85	17.70	18.55	18.93	19.32	19.71
19	14.57	15.29	16.07	16.85	17.70	18.55	19.51	19.89	20.29	20.70
20	15.29	16.07	16.85	17.70	18.55	19.51	20.46	20.90	21.32	21.75
21	16.07	16.85	17.70	18.55	19.51	20.46	21.46	21.89	22.35	22.80
22	16.85	17.70	18.55	19.51	20.46	21.46	22.44	22.90	23.37	23.84
23	17.70	18.55	19.51	20.46	21.46	22.44	23.51	24.00	24.48	24.97
24	18.55	19.51	20.46	21.46	22.44	23.51	24.64	25.12	25.61	26.13
25	19.51	20.46	21.46	22.44	23.51	24.64	25.77	26.31	26.83	27.37
26	20.46	21.46	22.44	23.51	24.64	25.77	26.98	27.52	28.06	28.63
27	21.46	22.44	23.51	24.64	25.77	26.98	28.24	28.83	29.40	29.99
28	22.44	23.51	24.64	25.77	26.98	28.24	29.57	30.14	30.75	31.37
29	23.51	24.64	25.77	26.98	28.24	29.57	30.99	31.60	32.23	32.88
30	24.64	25.77	26.98	28.24	29.57	30.99	32.47	33.13	33.80	34.48

## Supporting Services Annual Rates

Hourly Rate	Annual Rate*	Hourly Rate	Annual Rate*	Hourly Rate	Annual Rate*
\$6.89	\$14,331	\$13.49	\$28,059	\$22.35	\$46,488
7.12	14,809	13.75	28,600	22.44	46,675
7.40	15,392	13.93	28,974	22.80	47,424
7.71	16,036	14.03	29,182	22.90	47,632
7.99	16,619	14.20	29,536	23.37	48,609
8.33	17,326	14.47	30,097	23.51	48,900
8.66	18,012	14.57	30,305	23.84	49,587
8.87	18,449	14.76	30,700	24.00	49,920
9.04	18,803	14.84	30,867	24.48	50,918
9.05	18,824	15.14	31,491	24.64	51,251
9.24	19,219	15.29	31,803	24.97	51,937
9.42	19,593	15.45	32,136	25.12	52,249
9.43	19,614	15.60	32,448	25.61	53,268
9.59	19,947	15.91	33,092	25.77	53,601
9.62	20,009	16.07	33,425	26.13	54,350
9.79	20,363	16.23	33,758	26.31	54,724
9.98	20,758	16.41	34,132	26.83	55,806
9.99	20,779	16.74	34,819	26.98	56,118
10.18	21,174	16.85	35,048	27.37	56,929
10.20	21,216	17.08	35,526	27.52	57,241
10.39	21,611	17.20	35,776	28.06	58,364
10.40	21,632	17.53	36,462	28.24	58,739
10.61	22,068	17.70	36,816	28.63	59,550
10.83	22,526	17.88	37,190	28.83	59,966
10.84	22,547	18.08	37,606	29.40	61,152
11.06	23,004	18.44	38,355	29.57	61,505
11.08	23,046	18.55	38,584	29.99	62,379
11.29	23,483	18.81	39,124	30.14	62,691
11.53	23,982	18.93	39,374	30.75	63,960
11.76	24,460	19.32	40,185	30.99	64,459
11.99	24,939	19.51	40,580	31.37	65,249
12.02	25,001	19.71	40,996	31.60	65,728
12.23	25,438	19.89	41,371	32.23	67,038
12.26	25,500	20.29	42,203	32.47	67,537
12.51	26,020	20.46	42,556	32.88	68,390
12.59	26,187	20.70	43,056	33.13	68,910
12.76	26,540	20.90	43,472	33.80	70,304
12.85	26,728	21.32	44,345	34.48	71,718
13.11	27,268	21.46	44,636	35.46	73,756
13.21	27,476	21.75	45,240		
13.38	27,830	21.89	45,531		

\*Based on 2080 hrs.

## **Article 8 Overtime**

- A. 1. Unit members covered by this Agreement who are not in those positions considered as exempted for overtime under the provisions of the Fair Labor Standards Act as executive, administrative, or professional employees, and who are required or authorized to work by an appropriate supervisor in excess of eight (8) hours in a day or forty (40) hours in a regularly scheduled work week shall be paid at one and one-half (1 1/2) times the unit member's regular rate of pay.
- 2. Paid leave shall be counted as hours worked for purposes of determining hours worked for overtime.

### **B. Overtime Assignments**

- 1. MCPS has the right to assign overtime. However, unless a unit member is given at least two (2) hours notice before the close of his or her regularly scheduled shift preceding the overtime or unless an emergency occurs which prevents giving of such notice, the overtime work will be voluntary.
- 2. Overtime shall be distributed as equally as possible among the unit members qualified to do the work except for those building service workers who work overtime for ICB on weekends. Those unit members will normally be Grade 6 building service workers in order to meet the commitment made to the Montgomery County Council. Up to ten (10) percent of such weekend overtime hours per year shall be offered to employees on site who hold positions higher than pay grade 6.

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

- C. **Overtime Records**—Overtime records shall be maintained on each unit member and the records necessary for the processing of a grievance will be made available to the president of MCCSSE upon request.
- D. For positions that will have regularly scheduled overtime, unit members will be notified by the Office of Personnel Services of this requirement prior to selection.

## **Article 9 Holiday Pay**

### **A. Payment**

- 1. A unit member shall receive holiday pay at his/her basic hourly straight time rate including shift differentials for a number of hours equal to his/her regular daily scheduled hours, not to exceed eight (8) hours.

2. Holiday pay is in lieu of other paid leave to which a unit member might otherwise be entitled on a holiday.
- B. **Holiday on Nonwork Day**—When an official Board of Education holiday falls on a unit member's regularly scheduled day off, the unit member is paid for a number of hours equal to his/her regular daily scheduled hours, not to exceed eight (8) hours.
  - C. **Holiday Work**—A unit member required to work on an official Board of Education holiday (and/or Christmas and New Year's Day when such days fall on a weekend) shall be paid one and one-half (1½) times the basic hourly straight time rate for each hour worked in addition to the holiday pay to which he/she is entitled.
  - D. A unit member on authorized paid leave for a period including an official holiday shall be considered on holiday leave for that day.

## **Article 10**

### **Higher Level Assignment**

- A. Higher level work is defined as an assignment to a ranked higher level position.
- B. A unit member assigned to higher level work for a period of two (2) consecutive work weeks or more shall be paid for all time spent in such higher level work. A unit member's higher level rate shall be determined as if he/she were promoted to the position. A unit member temporarily assigned or detailed to a lower level position shall be paid at his/her own rate.

## **Article 11**

### **Wage Surveys & Studies**

The Board of Education through the Office of Personnel Services will continue to conduct and participate in wage surveys on an annual basis. Bench mark positions relating to occupations within the supporting services classification system will be considered. MCCSSE will appoint a representative to meet with a representative of the Office of Personnel Services in order to insure MCCSSE of input to these surveys. Findings and recommendations of the surveys or studies will be shared with MCCSSE, prior to implementation, and MCCSSE may discuss the findings and report its position.

In addition, the Office of Personnel Services will meet with representatives of MCCSSE for the purpose of discussing the ongoing and continuing process of adjustments within the pay system.

## **Article 12 Leaves**

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

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

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

**Immediate Family**—Child, parent, brother, sister, husband, wife, or anyone who lives regularly in the unit member's household

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

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

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

A. **Sick Leave**—Sick leave is a designated amount of compensated leave that is to be granted to a unit member who through personal illness, injury, pregnancy, miscarriage, childbirth and recovery, or quarantine is unable to perform the duties of his/her position. Sick leave may also include other excused absences, such as medical, dental, or optical examination or treatment impossible to schedule on nonduty days. Sick leave may not be granted for the period of disability when monies are paid to the unit member under the Worker's Compensation Law.

1. **Eligibility**—The provisions of sick leave apply to all unit members.
2. **Method of Computing Sick Leave**—Each full-time unit member shall accrue sick leave at the rate of one (1) day per month of assigned responsibility. Regular part-time unit members shall accrue sick leave in proportion to the time worked.

3. **Accumulation of Sick Leave**—Unused sick leave is accumulated on an unlimited basis. Unused personal leave shall be added annually to the unused sick leave account. Any unit member employed during the summer months shall be entitled to use accumulated sick leave.
4. **Advancement of Sick Leave**—At the beginning of each school year, a unit member on permanent status is advanced sick leave that will be earned during the school year. Sick leave in excess of the amount to be earned may be advanced by the superintendent. Unit members are liable for all advanced sick leave.
5. **Extension of Sick Leave**—Upon written request of the unit member, sick leave for periods beyond the amount accrued and advanced and beyond the available annual leave may be extended at three-fourths (3/4) the current salary rate by the Board of Education upon recommendation of the superintendent. Unit members are not liable for extended sick leave.
6. **Indebtedness of Advanced Sick Leave at Termination of Service**—A unit member who, on termination of service with the Montgomery County Public Schools, is indebted to said system for advanced sick leave shall have the amount of such indebtedness deducted from his/her earned salary. A unit member must reimburse said system for any amount of indebtedness for advanced sick leave not covered by his/her earned salary.
7. **Disposition of Accumulated Sick Leave at Termination of Service**—At the time of his/her termination after five (5) years of service with the Montgomery County Public Schools, any unit member who has performed his/her duties satisfactorily shall receive termination pay at his/her current salary rate for one-fourth (1/4) of his/her accumulated sick leave.
8. **Procedure To Be Followed in Obtaining and Using Sick Leave**
  - a) A unit member shall notify the appropriate official as early as possible if he/she is unable to report for duty and at that time state the reason for absence.
  - b) A unit member on sick leave shall notify the appropriate official as to the progress of his/her illness and the exact date of his/her availability for duty, as soon as it is determined, with at least one (1) day's notice.
  - c) A certificate by a physician confirming the necessity for a unit member's absence due to illness, injury, pregnancy, miscarriage, childbirth and recovery, or quarantine may be required by the associate superintendent of personnel services if the unit member uses up to and including four (4) consecutive duty days.

It is mandatory if the unit member uses sick leave for five (5) or more consecutive duty days.

## 9. MCCSSE Sick Leave Bank

a) **Statement of Intent**—The purpose of the sick leave bank is to provide sick leave to contributors to the bank after their accumulated sick leave has been exhausted—and more specifically to provide such leave from the bank in cases of catastrophic illnesses.

### b) **Rules**

- (1) The leave bank may be used only by the individual contributor for his or her personal illness.
- (2) The leave bank may not be used for illnesses of other members of the contributor's family.
- (3) The leave bank may not be used by the contributor to remain away from his/her position in order to assist a member of his/her family who is ill.
- (4) Only earned sick leave may be contributed to the leave bank—annual and personal leave may not be contributed.
- (5) The sick leave bank may not be used by unit members disabled by an injury covered by Worker's Compensation.
- (6) Persons who enroll during the first open enrollment period up to and including December 1, 1972, shall be enrolled without regard to preexisting conditions of health if they are on active duty at the time of contribution. Thereafter, contributions can be made between July 1 and December 1 of the following year. Unit members, except for those unit members returning from extended leave and new unit members, may make contributions either thirty (30) calendar days after reassignment or upon reaching permanent status. Unit members returning from extended sick leave or disability leave will be permitted to contribute to the bank on approval of the committee.
- (7) Permanent and conditional unit members of the Montgomery County Public Schools shall be eligible to participate in the bank.
- (8) In order to draw days from the sick leave bank, unit members must contribute to the bank at the rate of one (1) day of their working hours per year for ten-month personnel, and one (1) day of their working hours per year for twelve-month personnel. Contributors must use all accumulated sick leave before applying for leave from the bank.
- (9) A contributor will lose the right to utilize the benefits of the sick leave bank only by:

- (a) Termination or suspension of employment in MCPS
  - (b) Cancellation of participation, which is effective only at the close of a fiscal year—June 30 of each year
  - (c) Refusal to continue regular contributions at the beginning of each fiscal year—July 1 of each year
  - (d) Refusal to make such additional contributions as may be required from time to time by the administering committee to prevent bankruptcy of the bank
- (10) The existence of the sick leave bank and participation by a unit member in the bank does not negate or eliminate any other sick leave policies of the MCPS, nor does it in any way negate the rights of individual unit members who participate in the bank to other sick leave benefits.
- (11) All donations will remain in force for the fiscal year in which they are contributed and will not be canceled.
- (12) Unit members enrolling during the open period from July 1 through December 1 of any year will have a waiting period of six (6) months before the unit member can use the sick leave bank. New unit members joining the sick leave bank will also have a waiting period of six (6) months before the unit member can use the sick leave bank.

**c) Procedures**

- (1) Contributions to the bank must be made on a MCCSSE Sick Leave Bank Donation form by the individual member and shall be continued from year to year until canceled in writing by the unit member.
- (2) The MCCSSE Sick Leave Bank Administration Committee will approve all donations before they are forwarded to the MCPS Division of Payroll.
- (3) The committee will review and recommend to the MCPS Office of Personnel Services approval or denial of all requests to draw on the sick leave bank within twelve (12) working days after such request is received in the MCCSSE headquarters office.
- (4) Any unit member submitting a request to draw on the bank must have made his/her proper contributions for the fiscal year in which the request is made.
- (5) All requests to draw upon the bank must be made on the MCCSSE Sick Leave Bank Request form.

- (6) All requests to draw upon the sick leave bank must be accompanied by a physician's statement confirming the cause of the illness or confinement made on a MCCSSE Sick Leave Bank Physician's Confirmation Form, signed by the physician.
- (7) After an applicant has drawn and used thirty (30) consecutive sick leave days (determined by his/her duty days) from the bank, he/she shall be given a medical review by a physician of the administering committee's choice, at the contributor's expense. The physician's report is to be sent directly to the committee before the committee may act upon his/her application for an extension of use of the sick leave bank. Such medical review may be eliminated by the committee if the applicant has been confined to a hospital or other medical facility through the prior thirty (30) days he/she has used the sick leave bank.
- (8) An applicant may be required to undergo a medical review by a physician of the committee's choice at any time at the member's expense.
- (9) In case a contributor has been incapacitated, his/her application may be submitted to the committee by his/her agent or member of his/her family on his/her behalf.
- (10) Leave grants from the bank, recommended by the committee, shall be made in units of no more than thirty (30) consecutive duty days for the individual applicant.
- (11) Applicants may submit requests for extension of such leave grants as their prior grants expire. Such applications shall be made on the regular request form.
- (12) In cases where the committee recommends denial of an application for use of the sick leave bank or an extension of such use, the applicant may appeal his/her request to the MCCSSE Board of Directors.
- (13) In cases where the recommendation of the committee is denied by the MCPS Office of Personnel Services, the applicant may appeal his/her request to the MCCSSE Board of Directors, who may request the superintendent to consider the appeal.
- (14) Unit members may request all appropriate forms from the MCCSSE office by telephone.

- (15) Copies of all Sick Leave Bank Donation forms shall be marked for approval or denial by the committee. Following such action, the committee shall disperse copies of the forms to the unit member, his/her school, the MCPS Division of Payroll, and the MCCSSE office.
- (16) Copies of all Sick Leave Bank Request for Grant forms shall be marked for recommendation for approval or denial by the committee. Following such action, the committee shall disperse copies of the forms to the unit member, his/her school, the MCPS Office of Personnel Services, and the MCCSSE office.
- (17) Copies of all MCCSSE Sick Leave Bank Cancellation forms shall be approved by the committee. Following such action, the committee shall disperse copies of the forms to the unit member, his/her school, the MCPS Office of Personnel Services, and the MCCSSE office.
- (18) The MCCSSE shall maintain the records of all applications for donations, applications for withdrawals of sick leave days, and all cancellations.
- (19) The MCPS Division of Payroll shall maintain records of all unit member contributions, withdrawals, and the status of the bank.
- (20) All forms for application for participation in the bank, withdrawal of sick leave days, and cancellation shall be available at the MCCSSE office and shall be sent to any unit member at his/her request.
- (21) The MCPS Division of Payroll and the MCCSSE Membership Relations Division shall provide information to the committee upon its request on any data it has maintained in its files with regard to an individual unit member's use of, or investment in, the MCCSSE sick leave bank.
- (22) The sick leave bank administration committee shall be responsible to the MCPS and the MCCSSE for the proper administration of the sick leave bank, the maintenance of sick leave days in the bank, the promotion of enrollment in or donations to the bank, and the submission to the MCCSSE Membership Relations Division and the MCPS Office of Personnel Services of regular month-end reports on the status of the bank.
- (23) The three-member approval committee, consisting of two (2) appointees by MCCSSE and one (1) appointee by MCPS, shall have the responsibility of reviewing contributor requests, verifying the validity of requests, recommending approval or denial of

the request, and communicating its recommendation to the unit member and the Office of Personnel Services. The committee shall develop its rules of procedure and shall give wide distribution to said rules upon approval by the superintendent and MCCSSE.

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

**B. Leave Without Pay, Personal Illness, or Family Illness**—On the superintendent's recommendation, the Board of Education may grant a leave of absence without pay to a unit member when that unit member or a member of his/her immediate family is ill. The leave shall be for definite periods, such as a semester or school year, and shall not exceed one (1) year. Applications for leave must be submitted in writing to the appropriate official and forwarded with his/her recommendation.

1. **Eligibility**—All unit members are eligible to apply.
2. **Benefits**—Unit members may contribute to the retirement system while on leave according to the provisions of the MCPS Retirement System.

### 3. Permanent Status

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

4. **Return from Leave**—If the leave granted is for personal illness, the unit member will be reinstated at the conclusion of the leave providing a health certificate from the attending physician is submitted attesting to the unit member's physical fitness to perform his/her duties. Reassignment will be made when there is a vacancy for which the unit member is qualified.

C. **Leave for Illness in the Immediate Family**—Leave may be granted for illness in the immediate family and shall be charged against accumulated sick leave.

D. **Disability Leave**—A unit member who is physically unable to report for duty as a result of an injury in the line of duty may be placed on disability leave at full salary by the superintendent. The unit member, or his/her representative, must file an injury report with the Division of Insurance and Retirement within forty-eight (48) hours of the injury. The unit member shall also file a leave request for leave for disability and a doctor's report stating he/she is unable to carry out the duties of his/her assignment due to this injury. This leave is approved by the associate superintendent of the Office of Personnel Services and is contingent upon the final approval by the MCPS-approved insurance carrier. If the leave is not approved by the MCPS-approved insurance carrier, the employee will be required to repay MCPS all monies received. This payment can be in the form of annual leave, sick leave, or lump sum payment. All monies payable to the unit member through the Worker's Compensation Law of the State of Maryland, or resulting from a legal liability of a person other than the unit member must, under the right of subrogation, be transmitted to the Board by the unit member. It is the responsibility of the disabled unit member to check with his/her physician and to inform his/her principal or other appropriate official monthly of the approximate date he/she can return to his/her regular assignment. A unit member may be carried on full disability leave for up to one (1) year after the disability accident. At that time, the superintendent will determine whether the unit member is able to return to his/her regular assignment, be given an alternate work assignment, be placed on sick leave, or be placed on disability retirement. An alternate work assignment terminates disability leave.

E. **Annual Leave**—Annual leave is paid leave that is granted to each twelve-month unit member.

1. **Eligibility for Annual Leave**—The provisions of annual leave shall apply only to those unit members whose assigned responsibility is of twelve (12) month's duration. Twelve-month unit members on permanent status will be advanced annual leave at the beginning of each fiscal year. Twelve-month probationary unit members will be advanced annual leave upon attainment of permanent status. Twelve-month unit members whose assignment is less than forty (40) hours per week accrue annual leave in proportion to the hours of assignment and according to the number of years of continuous MCPS service as established for twelve-month unit members whose assignment is a forty (40) hour week.
2. **Method of Computing Annual Leave**—All newly hired twelve-month unit members and all currently employed ten-month unit members upon appointment to a twelve-month position shall earn annual leave as follows:
  - 0-3 years of creditable service—15 days
  - 4-15 years of creditable service—20 days
  - 16+ years of creditable service—26 days
3. **Restriction on Time for Use of Annual Leave**—School-based unit members will take their annual leave at times when such leave will not adversely affect the ongoing instructional program.
4. **Accumulation of Annual Leave**
  - a) For any one year, a twelve-month unit member may carry forward up to, but not exceeding, ten (10) days of annual leave earned from the previous year.
  - b) The maximum number of days of annual leave available at any one time will be the balance brought forward up to a maximum of twenty (20) days, plus the amount to be earned for the current school year.
  - c) Each year, annual leave that is not used or forwarded shall be automatically transferred to a unit member's accumulated sick leave.
5. **Disposition of Accumulated Annual Leave at Termination of Service**—All annual leave should be used before the effective date of employment termination, or a lump sum settlement shall be made at the current salary rate, but not to exceed a maximum of thirty (30) days.
6. **Indebtedness for Advanced Annual Leave at Termination of Service**—Any indebtedness for advanced annual leave by a unit member upon termination of service shall be resolved as follows:

- a) The amount due shall be deducted from the unit member's earned salary.
- b) Terminating unit members who are not due to receive earned salary shall be billed for the amount of indebtedness.

**7. Use of Annual Leave in Conjunction With Adoption Leave—See Section H.**

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

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

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

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

b) **Eligibility**—Unit members become eligible to apply for academic leave after they have served in the Montgomery County Public Schools at least seven (7) full consecutive years uninterrupted by any other leave of a semester duration or more.

c) **Salary Allowance**—Unit members granted academic leave shall receive one-half ( $\frac{1}{2}$ ) their regular salary during the specific period of leave if they agree to return to MCPS for a two-year period immediately following the period of leave and sixty (60) percent of salary if they agree to return to MCPS for a period of three (3) years immediately following the period of leave. This salary shall be paid at the beginning of each semester.

d) **Benefits**

- (1) A unit member on academic leave shall for all purposes be viewed as a full-time unit member. The unit member's rights and privileges, length of service, and the right to receive salary

increments as provided by the policies of the Board of Education will be the same as if the unit member had remained in the position from which he/she took leave. Annual and sick leave may not be used or earned while on academic leave.

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

**a) After Three Years of Satisfactory Service**

- (1) **Eligibility**—Unit members shall be eligible for a leave of absence for professional improvement after three (3) years of satisfactory service with MCPS uninterrupted by leave to study.
- (2) **Benefits**
  - (a) During the unit member's period of leave, his/her contributions to the Employee Benefit Plan shall be paid by the Board of Education.
  - (b) During the unit member's period of leave, his/her contributions to the MCPS Retirement System shall be paid by the Board of Education.
  - (c) Credit on the salary schedule for one (1) year of successful experience shall be granted upon verification of the completion of the approved program for which leave was granted.
- (3) **Contractual Agreement**—A unit member granted leave for improvement shall enter into a written contract by which he/she agrees to return to service in the Montgomery County Public Schools for at least a one-year period immediately following the termination of the leave. If the unit member fails to return and remain in service for at least one (1) year, he/she shall refund any monies paid to him/her or on his/her behalf by the Board of Education.
- (4) **Change of Status Due to Inability to Complete Program**—If the unit member cannot complete the planned program during the period for which leave for improvement was granted, it is his/her responsibility to notify the superintendent. The leave may then be rescinded by the Board of Education and the unit member placed on the appropriate leave status, reassigned, or terminated. Any monies paid by the Board to him/her or on his/her behalf for which he/she is liable as a result of the change in leave status will be refunded to the Board of Education.
- (5) **Status on Return From Leave**—A unit member who is on permanent status at the time leave for improvement is granted shall continue to be on permanent status.

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

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

- (2) **Benefits**—Credit on the salary schedule for one (1) year of successful experience shall be granted upon verification of the completion of the approved program for which leave was granted.
- (3) **Change of Status Due to Inability to Complete Program**—If the unit member cannot complete the planned program during the period for which leave for improvement was granted, it is his/her responsibility to notify the superintendent. The leave may then be rescinded by the Board of Education and the unit member placed on the appropriate leave status, reassigned, or terminated.
- (4) **Status on Return From Leave**—A unit member who is on permanent status at the time leave for improvement was granted shall continue to be on permanent status.

### 3. Leave for Summer School

- a) A unit member must give evidence in writing that leave is required for summer school attendance prior to the closing of school or at the beginning of the fall semester. Request for leave for summer school shall be made in advance, recommended by the appropriate official and approved by the superintendent.

Leave with pay may be granted as follows:

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

- b) A unit member who is granted leave must submit grade slips and/or transcripts to the appropriate official at the conclusion of the summer school. The principal will forward them to the Office of Personnel Services.
- c) Unit members assigned twelve-month responsibility may request leave to attend summer school.
  - (1) Twelve-month unit members may request leave without pay to attend summer school. The granting of such leave will not otherwise affect the employment status of the unit member involved.

- (2) Subject to the availability of funds and the needs of the school system, some selected unit members assigned twelve-month responsibility may receive approval to attend summer school as part of their twelve-month assignment.
4. **Leave to Attend Professional Meetings**—Upon written application in advance, and with the recommendation of the appropriate official, the superintendent may grant a unit member leave to attend professional meetings (e.g., conventions, conferences, or committees) as participant or observer without loss of salary.
  5. **Leave for Exchange Employment or Overseas Employment**—Upon written application in advance and with the recommendation of the superintendent, the Board of Education may grant a leave of absence not to exceed one (1) year for exchange employment or for employment in overseas work. To be eligible, a unit member shall be on permanent status at the time leave is granted. Credit on the appropriate salary schedule for one (1) year of successful experience shall be granted upon verification of completion of one (1) year of satisfactory exchange employment or overseas employment.
  6. **Leave for Teaching in a College or University**—Upon recommendation of the superintendent, leave up to two (2) full school years may be granted by the Board of Education to a unit member for the purpose of teaching in a college or university. Any remuneration to be paid by the Board of Education to the unit member will be determined by the superintendent, in consultation with the unit member, prior to the time leave is granted. The total of the remuneration by the Board and the regular salary the unit member receives from the college or university shall not exceed the annual salary the unit member would have received had he/she remained in his/her present position in Montgomery County.

#### **Procedures**

- a) **Eligibility**—To be eligible, a unit member shall be on permanent status at the time leave is granted for the period of leave.
- b) **Benefits**—A unit member on leave for teaching shall be treated as a full-time unit member. The unit member's length of service and the right to receive salary increments shall be the same as if he/she had remained in the position he/she held when leave was granted. Sick or annual leave can be neither used nor earned.

- c) **Contractual Agreement**—A unit member on leave for teaching in a college or university shall agree to return to service in the Montgomery County Public Schools for at least a two-year period immediately following the leave of absence or reimburse the Board of Education for all monies paid to him/her or on his/her behalf.
- d) **Change of Status During Period of Leave**—If the unit member on leave for teaching in a college or university cannot complete the program for which leave was granted, it is his/her responsibility to notify the superintendent. The leave may then be rescinded by the Board of Education and the unit member placed on the appropriate leave status, reassigned, or terminated. Salary allowances and benefits shall be adjusted accordingly, and the unit member must make arrangements to reimburse the Board any monies paid to him/her or on his/her behalf.
- e) **Status on Return From Leave**—A unit member who is on permanent status at the time leave for teaching in a college or university is granted shall continue in the permanent status he/she held at the time leave was granted.

#### H. Maternity/Child Care/Adoption Leave

1. Any unit member who becomes pregnant or who will become an adoptive parent or who wishes leave for the purpose of caring for their child may be granted an unpaid leave of absence not to exceed 18 months. Such leave may be renewable at the request of the unit member for an additional period not to exceed 18 months.
2. When the leave is of short duration and not longer than 40 consecutive duty days, a substitute may be employed and the position held for the return of the unit member. Use MCPS Form 430-1 for short-term leave.
3. Unit members wishing leave in excess of 40 consecutive duty days for a period not to exceed 18 months must use MCPS Form 430-9 for long-term maternity/child care/adoption leave without salary. The unit members' positions will not be held for their return.
4. Unit members who are eligible for annual leave will be allowed to use any earned leave in their accounts after approval by the principal or appropriate official. The 40-day or 18-month period shall include the period of annual leave if used.
5. As soon as it has been determined that a unit member wishes to use maternity/child care/adoption leave, a unit member must notify the principal or other appropriate official in writing at least 30 duty days in advance.

6. Unit members may elect to have continued participation in the MCPS Employee Benefit Plan by assuming the full cost of the premiums while on leave without pay. Contributions to the employee benefit plan will be payable monthly to the Board of Education in accordance with MCPS procedures. Failure to make payments in accordance with MCPS procedures will result in cancellation of benefits. Retirement contributions, if any, may be paid monthly to MCPS; or the total of such contributions, plus interest, may be paid at the time of return from leave in accordance with MCPS procedures.
7. In order to return from maternity/child care/adoption leave, the unit member shall submit a request in writing to the associate superintendent of personnel services at least one (1) month before the date the employee desires to be reassigned. If a unit member is offered an assignment for which the unit member is qualified at the same pay grade and the assignment is refused, the unit member will have to resign or be terminated.

#### **I. Military Leave (Section 6-205 of the Annotated Code, Education)**

##### **1. Military Leave of Absence**

- a) **Approval**—A unit member entering military service may, upon written application and with the approval of the superintendent, be granted leave of absence without pay for one period of service and in accordance with the state regulations referred to above. A copy of the military orders must accompany the request for leave. This leave applies to individuals who are drafted or who volunteer for service for one period of enlistment.
- b) **Return From Military Leave**—A unit member granted military leave of absence shall retain the right to be placed in the same or similar position upon return from leave, subject to the following:
  - (1) The unit member has completed any required period of probation prior to entering the armed forces and his/her separation from the armed forces was under conditions other than a dishonorable discharge.
  - (2) He/she makes application within ninety (90) days from the date of his/her separation from the armed forces in case he/she has involuntarily entered, or within ninety (90) days after the termination of his/her first period of enlistment in case he/she has voluntarily entered, for reinstatement by the Board of Education.
  - (3) He/she makes application for reinstatement within ninety (90) days from the date of separation from such service or within ninety (90) days after discharge from a hospital, provided such

hospitalization is directly connected with, related to, and immediately follows his/her separation from the armed forces, and the period of hospitalization does not extend beyond a year from the date of such separation.

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

If he/she is not qualified to perform the duties of his/her prior position by reason of disability sustained during military service, but is qualified to perform the duties of any other position in the employ of the Board of Education, he/she shall be reemployed in such comparable position, the duties of which he/she is qualified to perform, as will provide him/her like seniority, status, and pay rate, or the nearest approximation thereof consistent with the circumstances of his/her case.

- c) **Retirement**—The unit member, upon reinstatement, shall submit to the MCPS Retirement System an official verification of the length of military service.
2. **Military Leave for Training Purposes (Article 65, Section 42, of the Annotated Code of Maryland)**
- a) **Eligibility**—A unit member who is a member of the National Guard or of the U.S. Armed Forces Reserves and who is required by the laws of the United States or of Maryland to report for a training period, shall be eligible for a grant of military leave for training purposes not to exceed fifteen (15) calendar days per school year.
- b) **Application Procedure**—Application for military leave for training purposes shall be made in advance, immediately upon receipt from the appropriate military authorities of official notice to report. A copy of the official orders must accompany the application for leave, which must be approved by the appropriate official and the superintendent. When possible, military leave for unit members with less than twelve (12) months of responsibility shall be arranged during nonduty periods. The superintendent may request a change in military orders when it seems to be in the best interest of the school system.
- c) **Pay Status During Leave**—All unit members who are members of the organized militia or of the Army, Navy, Air Force, Coast Guard, or Marine Corps Reserves shall be entitled to leave of absence without loss of pay on all days during which they shall be engaged in field or coast defense or other training ordered or authorized under any law of

Maryland or of the United States, during such time as they are on inactive duty training, for not more than fifteen (15) days annually, provided, however, if any members of the organized militia are ordered to active duty under authority of the governor, they shall be entitled to leave of absence without loss of pay for such time they actually serve under such active duty orders in addition to the fifteen-day period specified above.

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

1. There are two classes of conscientious objectors:
  - a) Class 1-0, who does not enter the military service but fulfills his/her selective service obligation by working for twenty-four (24) months in an institution approved by the state in which he/she resides, and who is not entitled to veterans' benefits, and
  - b) Class 1-AO, who enters the armed services but does not bear arms, is subjected to the same hazards as the regular serviceperson, and, upon discharge, is entitled to all veterans' benefits.
2. Unit members who are conscientious objectors and who are Class 1-0 shall not be given credit on the salary schedule for this type of service at the time of employment.
3. A unit member who is Class 1-0, who is drafted and enters this type of program, shall be given Leave for Unusual and Imperative Reasons and upon release from his/her obligation shall be reinstated at the same or comparable position at the same salary step and in the same status as at the time his/her leave began.
4. Unit members who are conscientious objectors and who are Class 1-AO shall be entitled to all provisions of the salary plan and military leave policies.

**K. Leave for Family Bereavement**—A unit member shall be allowed a maximum of five (5) days of absence without loss of salary upon the death of a child, parent (natural, foster, or in-law), brother, sister, husband, wife, or of anyone who lives regularly in his/her household. A unit member shall be allowed a maximum of two (2) duty days of absence without loss of salary upon the death of a brother-in-law, sister-in-law, son-in-law, daughter-in-law, grandparent, grandchild, or spouse's grandparent. In the event of unusual travel or personal problems in connection with the use of bereavement leave, additional leave days may be granted by the appropriate official.

**L. Political Leave**—Leaves of absence for political activity without salary, including candidacy for political office or holding public office, shall be arranged with the following rules:

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

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

**N. Compensatory Leave**—Unit members shall not earn or be granted compensatory leave.

**O. Leave for Emergency Closing of Schools and/or Central Office**—When schools or other school system facilities are closed because of inclement weather or other emergency reasons, school-based or other school system facilities based twelve-month unit members designated as emergency personnel are expected to report or remain on duty; all ten- and other twelve-month unit members are automatically granted emergency leave. In school years when there are more emergency days lost than permitted by the school calendar, those excess days must be made up at times specified by the superintendent. All school-based emergency personnel and all unit members assigned to the central office are expected to report for duty when schools are closed, or take annual leave unless the superintendent has announced that the central office is closed.

**P. Leave for Unusual or Imperative Reasons**—Employees may be granted leave by the superintendent for unusual or imperative reasons at no loss of pay, or at loss of full pay when no other leave is applicable. Approval must be secured before the absence occurs.

**Q. Personal Leave**

1. All unit members may be granted up to four (4) days per year for personal leave. A written request for the intended absence shall be submitted to the principal or appropriate official at least one (1) day prior to the expected absence. No specific reason for such personal leave shall be required or solicited. Personal leave, if granted, must be used only to conduct personal

business of a nature that cannot be scheduled on any nonduty day. Personal leave will be granted only when the immediate supervisor determines that adequate provisions for continuing the school program can be made. In cases of emergency, the appropriate school official shall be notified prior to the start of the duty day to be taken off.

2. The rules regarding personal leave shall be as follows:

- a) Requests for personal leave shall be made in writing.
- b) Leave immediately before or after a holiday, vacation, or staff development day may be requested for reason from the school principal or appropriate official.
- c) The personal leave shall not be cumulative. However, unused personal leave shall be transferred to accumulated sick leave at the end of the school year.

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

S. **Procedures for Short- and Long-Term Leave**

1. When the leave is of short duration, and not longer than forty (40) consecutive duty days, a substitute may be employed and the position held for the return of the unit member. Use MCPS Form 430-1 for short-term leave.
2. Unit members wishing leave in excess of forty (40) consecutive duty days for a period not to exceed eighteen (18) months must use MCPS Form 430-9 for long-term leave without salary. The unit member's position will not be held for their return.
3. Unit members who are eligible for annual leave will be allowed to use any earned leave in their accounts after approval by the principal or appropriate official. The 40-day or 18-month period shall include the period of annual leave if used.
4. Unit members must request these leaves in writing to the appropriate official at least thirty (30) duty days in advance of the intended leave.
5. Unit members may elect to have continued participation in the MCPS Employee Benefit Plan by assuming the full cost of the premiums while on leave without pay. Contributions to the employee benefit plan will be payable monthly to the Board of Education in accordance with MCPS procedures. Failure to make payments in accordance with MCPS procedures will result in cancellation of benefits. Retirement contributions, if

any, may be paid monthly to MCPS, or the total of such contributions, plus interest, may be paid at the time of return from leave in accordance with MCPS procedures.

6. In order to return from leave, the unit member shall submit a request in writing to the associate superintendent of personnel services at least one (1) month before the date the employee desires to be reassigned. If a unit member is offered an assignment for which the unit member is qualified at the same pay grade and the assignment is refused, the unit member will have to resign or be terminated.

## **Article 13**

### **Working Hours And Work Load**

- A. The regularly scheduled work week shall not exceed five (5) days. The regularly scheduled workday shall not exceed eight (8) hours in addition to a duty-free lunch period. Starting and dismissal times will be assigned by the principal or the appropriate director. However, no change in starting and dismissal times in excess of two (2) hours will be made without the concurrence of the Union and the affected unit member. This limitation will not apply where the entire shift of the position assignment is changed.

The parties recognize the desirability of providing employees in the bargaining unit who work less than eight (8) hours per day and forty (40) hours per week the opportunity to work an optimal number of hours per week consistent with the operating needs and efficiency of the school system.

- B. Except for bus operators and bus attendants, the workday for forty-hour per week unit members shall consist of eight (8) hours of work within eight and one-half (8) consecutive hours. The workday for unit members working less than forty (40) hours shall also consist of regularly scheduled consecutive working hours exclusive of duty-free lunch periods when applicable. Starting and dismissal times for bus operators and bus attendants will be assigned by the director of transportation. Nothing shall prevent a unit member from voluntarily requesting an exception to this section.

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

- C. Notwithstanding the above, the Board may implement modified work weeks for safety and security personnel, not to exceed forty (40) regularly scheduled hours in a six (6) day week (Saturday, 12:01 a.m. to Friday, 12:00 p.m.). Time worked in excess of forty (40) hours in a modified work week shall be overtime and paid at one and one half (1½) the unit member's regular rate of pay.

- D. 1. A unit member who is requested by an appropriate official to report back to work after the unit member's normal workday or to report to work on a nonscheduled workday shall be credited with a minimum of three (3) hours of work. However, time worked immediately before or immediately after the unit member's regularly scheduled hours is not considered call-back work and only the actual work time is reported.
2. When an unit member is directed in writing by a supervisor to remain at home and be ready to report for work when called, that unit member shall receive three (3) additional hours straight time pay for each day on such standby basis.
- E. 1. In regard to system-wide delayed opening, only the school-based unit members in the following classifications will begin work twenty (20) minutes before the scheduled student starting time on said day without loss of pay:
- Teacher Assistants
  - Instructional Assistants
  - Special Education Teacher Assistants
  - Special Education Instructional Assistants
  - Media Assistants
  - Media Services Technicians
  - Career Information Assistants
2. In regard to system-wide early dismissal, the same school-based unit members may leave as soon as all students and teachers with whom they work directly are off the school premises.
3. The principal of any school may require any unit member in Section E.1 to be on duty for the normal duty day if he/she is needed. Only the principal will determine such need.
- F. If the entire school system, including the central office is closed at the order of the superintendent, those employees who are required to work on an emergency basis will be paid at their applicable straight time rate for the hours they work while the system is closed. This payment will be over and above the payment they would have received had they not been required to work. Where schools are closed after food service employees report to work, they will be paid at the applicable straight time rate for the hours worked, in addition to emergency leave as provided in Article 12, Section O.
- G. School-based unit members and maintenance employees who are required to report to work at the beginning of their shift or remain at work until the end of their shift on days of delayed opening and early closing of schools shall receive one (1) hour pay in addition to their regular pay. It is understood this

additional payment to maintenance employees will apply only when the required work to be performed is related to the reasons for the delayed opening or early closing.

- H. Ten-month food service employees, educational assistants, media assistants, and office employees will be notified by the closing of the school year of their next year's starting date and assignment, subject to the right of MCPS to make changes in such assignments whenever circumstances require, especially in the case of educational assistants.
- I. The duties or work required of a unit member will not be increased unreasonably above those normally required because of staff shortages or schedule reductions.
- J. MCPS will provide reasonable and customary work breaks for full-time central, area, and school-based unit members unless such breaks are not feasible.
- K. Secretaries shall be compensated for time spent outside their normal work hours calling teacher substitutes.

## **Article 14 Prohibition of Volunteer Work**

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

## **Article 15 Reduction In Force**

- A. **Authority**—The Board of Education of Montgomery County retains the right to reduce its force, and its decisions on such reduction are not subject to the grievance procedure.
- B. **Notice**—No reduction in force shall be implemented without fifteen (15) duty days notice to the employee and twenty-five (25) duty days notice to MCCSSE, during which MCPS shall consult with MCCSSE on the reduction in force.
- C. **Definition**—Reduction in force shall mean an action resulting in a unit member being terminated from Montgomery County Public Schools for reasons other than disciplinary.

**D. Procedure for Reduction**—When a reduction in staff within a given classification occurs, the determination of those who are to be released will be in the following order:

1. Probationary employees to be laid off first.
2. If further reductions are needed, those unit members with less than four (4) years' service whose two (2) most recent performance evaluations have been unacceptable and/or below average will be laid off next.
3. If still further reductions are required, seniority (as defined below) will govern, with the least senior unit member to be laid off first.

The foregoing procedure will be applied on a system-wide basis and seniority is defined as length of continuous service with the Montgomery County Public Schools.

**E. Recall**

1. Unit members whose services have been terminated because of a reduction in staff shall for a period of two (2) years receive priority consideration for reemployment if they so desire and when Montgomery County Public Schools decides to fill vacancies. The recall will be in the inverse order of force reduction. If a unit member is notified of recall to a reasonably approximate position for which the unit member qualifies and refuses the assignment, the unit member will lose the right to further recall.
2. In the event that a unit member does not desire at the time of termination to be placed on the list for priority consideration he/she shall receive full payment for all earned unused sick leave and will lose the right to recall. For those terminated unit members having two (2) full years of service but less than six (6) years of service, they will receive, in addition, one-half month's salary for each year of creditable Montgomery County Public Schools' service. For those terminated unit members having six (6) or more years of service, they will receive, in addition, one month's salary for each year of creditable Montgomery County Public School's service up to a limit of twelve (12) months' salary.

**F.** Any unit member who is terminated due to a reduction in force may be placed on leave without pay for the six (6) months immediately following the last duty day and may choose to continue membership in the MCPS health benefit plan in which the unit member is enrolled by paying the full cost of membership in such plan during those six months. If the member is not recalled, or refuses an assignment before the end of the initial six-month period, the leave without pay and the membership in the MCPS health benefit plan is automatically terminated.

- G. A nonbargaining unit employee may not exercise seniority rights to bump into or be placed in a MCCSSE bargaining unit classification during a time of a RIF affecting that classification or while there are unit members on active recall status who are eligible for work in such classification.
- H. It is the goal of the parties to avoid layoff of unit members to the extent possible. The superintendent will attempt to provide a period of retraining for nonprobationary unit members so that they can be placed in positions for which they would not otherwise qualify without such training.
- I. Any action taken under the foregoing provisions, except for the decision referred to in Section A, shall be grievable under Article 6.

## **Article 16**

### **Position Descriptions**

- A. Upon request, each unit member will be provided with an accurate description of his/her duties or responsibilities in the form of a class specification.
- B. A copy of a unit member's class specification will be included in each employment package to be distributed during orientation.
- C. Any unit member dissatisfied with an adverse reclassification which results in a pay reduction or downgrading may appeal directly to the superintendent 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 (3) years from the effective date of the reclassification action. The unit member's anniversary date for step increases will not be affected.
- D. The MCCSSE shall be notified in advance when a classification action is to be taken which reduces the pay or pay grade of a unit member.
- E. Upon the request of MCCSSE, and at mutually agreeable times, a member of the classification staff will meet with a representative of MCCSSE to discuss classification matters.

## **Article 17**

### **Discipline And Discharge**

- A. A suspension, demotion, discharge, or other disciplinary action may only be taken against unit members for proper cause.

- B. Any suspension of a unit member for the purpose of investigation shall be with full pay. Normally, such investigations will be completed within five (5) duty days.
- C. Written notice of charges with specifications will be given to the affected unit member at the time the disciplinary action is taken. Prior to acting upon a recommendation for discharge or suspension in excess of five (5) duty days, the deciding official shall offer the affected employee the opportunity to make a statement in his/her behalf personally or in writing. Where the employee elects to make the statement in person to the deciding official, a MCCSSE representative may be present.

## **Article 18**

### **Dues Checkoff**

- A. As unit members individually and voluntarily authorize the Board of Education of Montgomery County, the Board agrees to withhold organizational dues or agency fee and other properly authorized deductions from the unit member's wages and to transmit such funds to the MCCSSE headquarters. The Board will include the name, the school, office or department where the unit member is located, and the amount of each deduction.
- B. Dues or agency fee will be deducted in equal payments during the term of this Agreement beginning on the first full pay period following the receipt of the individually signed authorization by the Division of Payroll. This deduction will remain in effect for the term of this Agreement or until the deduction is canceled in writing by the employee to MCCSSE and the Division of Payroll on or before September 10 of any school year.
- C. The amount deducted from a unit member's wages during the term of this Agreement will be for the total dues, and each individual must authorize the deduction by authorization form signed by the unit member that such deductions shall be at the current rate. MCCSSE shall certify to the Board in writing the current rate of dues and agency fee by the effective date of this Agreement. If this certification is not received by the Division of Payroll, no deduction will be made.
- D. The right of dues checkoff in this article shall be granted exclusively to MCCSSE.
- E. MCCSSE shall indemnify and save the Board harmless against any and all claims, demands, suits, or any other forms of liability that shall rise out of or by reason of action taken or not taken by the Board for the purposes of complying with any list, notice, form, card, or assignment furnished under any such provisions.

## Article 19 Filling Of Vacancies

- A. A vacancy is defined as an open position within the bargaining unit which the Board has decided to fill on a permanent basis.
- B. Vacancies in the unit will be publicized in the "MCPS Bulletin" or "Employment Opportunities Bulletin," as appropriate, immediately following the decision to fill such positions within the foreseeable future. The announcement will include a statement of the basic qualifications required for the position. Applicants will be required to complete and submit in writing all qualifying evidence and take any required tests within six and one-half (6½) working days following the announcement of the vacancy.

An applicant's original application will be valid for one (1) year. When a future vacancy develops within a year in the same job class, it will be necessary to submit only a short-form application. Other unit members can apply within the six and one-half (6½) working day time limit by submitting the application, other requested information, and, where required, taking the tests if they have not previously applied within the preceding year for the position in that job class.

- C. The announcement and application procedures contained in Section B above shall not be applicable to the filling of those vacancies involving large numbers of positions and people which occur at or about or shortly after the beginning of the school year or shortly after the close of the school year.

Vacancies and assignments in this category will be handled in accordance with the procedures adopted in the 1983 Report and Recommendations of the Committee on the Filling of Vacancies, hereinafter referred to as the Ross report.

The senior qualified (SQ) and best qualified (BQ) designations for classifications covered by the Ross report shall continue during the life of this Agreement. If and when new classifications are created during the term of this Agreement, the parties will negotiate the designation (SQ or BQ) to be applied. If they are unable to agree on the designation, the matter will be referred to Step 4 (Arbitration) of Article 6 (D). The arbitrator will be governed by the criteria stated in the Ross report.

The announcement and application procedures contained in Section B above shall also not be applicable to the positions of bus operator and bus attendants. These positions will be filled from a list of applicants who have completed successfully the approved training program, subject to the prior observance of the procedures stated in Article 37 (Transportation), Section H.1.

- D. In the filling of all vacancies other than those which arise under Section C above, the principal or other appropriate administrator will select among the three (3) most senior qualified applicants for the position.
- E. Qualifications for all positions will be as determined by the Board.
- F. For the purposes of filling vacancies, seniority shall be defined as length of continuous service with the Montgomery County Public Schools. Employment in a temporary position shall not be considered in determining seniority, except as provided in Article 3, Section C. 3.
- G.
  - 1. 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.
  - 2. Lateral transfers will not normally be approved for personnel who have transferred once in the current fiscal year, unless the vacant position allows an increase in hours or months.
- H. All persons who have applied for a specific vacancy will be notified if they are not selected and will be given the reason or reasons why they were not selected.
- I. The provisions of this article may be suspended by agreement of the Board and the Union where considered desirable by the parties to rectify or correct a specific personnel matter.
- J. During the life of the Agreement a committee composed of an equal number of representatives of MCPS and MCCSSE shall review the exceptions identified in Section C above and the procedures applicable to these exceptions.

## **Article 20**

### **Rights Of The Council**

- A.
  - 1. The MCCSSE as exclusive representative of supporting services employees has the right to present its views to the Board of Education, provided mutually acceptable agenda and time can be arranged.
  - 2. The Board of Education recognizes that the officers of MCCSSE, elected representatives, and stewards, not to exceed two (2) per school and not to exceed four (4) each in the Educational Services and Lincoln Centers, are authorized to act for MCCSSE. Council matters will be conducted at times least disruptive to school system business.
  - 3. MCCSSE agrees to supply the Board of Education in writing and maintain on a current basis the names of MCCSSE officers. Also, MCCSSE agrees to supply appropriate administrators with the names of representatives and stewards who are designated to act on behalf of MCCSSE.

4. Either the president of MCCSSE or the director of association relations may request conferences for the purpose of considering problems of the administration of this Agreement. Such conferences may be held at a mutually agreeable time and after an agenda has been agreed upon.
5. a) The president of MCCSSE will be granted leave during the term of this contract.
  - b) The president of MCCSSE will, on a fully reimbursable basis at no cost to MCPS, be paid by the Board and covered under the appropriate retirement plan and the employee benefit package plan. The employee and employer costs for both retirement and the employee benefit package will be paid by MCCSSE.
  - c) The president of MCCSSE will have the right to receive salary increments as provided by the policies and procedures of the Board of Education, which will be the same as if the president had remained in the position from which leave was granted. Upon return to MCPS employment, the president will be granted credit for service with MCCSSE toward the rate at which annual leave is earned. Annual and sick leave may not be used or earned while on leave.
  - d) Council officers, representatives, or stewards will be permitted to draw on a bank of 2,000 hours for external or internal Council business. If negotiation meetings are called during the regular workday, the members of the MCCSSE negotiating team, numbering no more than thirteen (13) unit members, will have their leave charged to the leave bank to permit their participation. The leave shall be granted in terms of hours rather than days. Leave will be granted in accordance with the current procedures.
6. MCCSSE and the Board of Education agree that all MCCSSE and Board representatives at all levels will be properly informed with respect to the Board resolution certifying MCCSSE as the exclusive representative of unit members, applicable rules and regulations concerning unit members, and the provisions of this Agreement.
7. The Board shall not discriminate against any unit member with regard to his/her membership or nonmembership in MCCSSE. MCCSSE shall not discriminate against any unit member of the Board with regard to the terms or conditions of membership in MCCSSE because of race, color, sex, age, or national origin.
8. The MCCSSE headquarters is to be a regular pony stop.
9. The MCCSSE will be mailed a copy of the official Board Agenda prior to each meeting and a copy of the official Board Minutes after approval by the Board.

10. Bulletin board space shall be provided in each school and central office building for display of MCCSSE notices, circulars, and nonpolitical materials. Copies of all material to be placed on the bulletin boards must be given to the director of association relations and the school principal or the deputy superintendent for supportive services for display in nonschool buildings. Use of the bulletin boards to display materials detrimental to the goals and activities of the Board of Education of Montgomery County is expressly prohibited.
11. MCCSSE will be authorized to use the interschool mail facility to distribute official MCCSSE material. Printed materials or literature indicating MCCSSE's position concerning any candidate for public office may not be distributed through the interschool facility. Use of the facility to distribute material detrimental to the goals and purposes of MCPS or material in violation of the law is expressly prohibited. Such use will be in accordance with procedures established by the superintendent. Violation of this section will result in loss of use of the facility for the remainder of the period of the Agreement.
12. MCCSSE will be provided with names, school or central office assignment, and classification of all new permanent and conditional unit members as they are hired.
13. MCCSSE will be provided ten minutes time to speak to new employees during each orientation program.
14. MCCSSE will have the right to use school buildings for any legal purpose without cost for meetings with the unit members of such buildings. In addition, it will be privileged to schedule in school buildings, without cost when building service staff is normally on duty, meetings of more than one school's unit members or their representatives one or more times per month. Any damage in excess of normal wear will be paid for by the Council within thirty (30) days of said damage. Nonpayment will result in abrogation of subject article, Section A.14.
15. MCCSSE will be provided with ten (10) copies of the "MCPS Directory" without cost to MCCSSE, and ten (10) copies of each issue of the "Council Courier" will be provided without cost to the director of association relations.
16. The rights granted exclusively to MCCSSE are Sections A.4, 5, 8, 11, 12, and 13 and will not be granted to any other employee organization having supporting services employees as members.

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

#### **B. Agency Shop**

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

nonreligious, nonunion charity or to such other charitable organization as may be mutually agreed upon by the employee and the MCCSSE to which such employee would otherwise be required to pay service fees, and who furnishes to the Board and MCCSSE written proof of such payment.

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

The Board and the Union will develop a side letter which states that by the effective date of the new agreement (July 1, 1987), MCCSSE will adopt procedures in compliance with Chicago Teachers vs. Hudson and federal and state law, provide the Board with a copy of those written procedures, and provide Board counsel with an opinion letter from MCCSSE counsel that MCCSSE is in compliance with federal and state law on agency shop.

## **Article 21**

### **Rights Of MCCSSE Representatives To Enter MCPS Facilities**

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

## **Article 22**

### **Safety And Health**

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

- B. Unless an observer is present, media services technicians may not climb to high places in performance of their required auditorium duties.
- C. Unit members shall not be required to check buildings for bombs. Unit members may assist bomb safety personnel.
- D. The Board shall provide employees who are required to handle or work with hazardous materials or equipment with the proper safety precautions, clothing, and equipment. Each employee will be required to take such safety procedures and use the proper clothing or equipment.
- E. The issue of employee exposure to friable asbestos and the issue of a prohibition of smoking by unit members in MCPS facilities, buildings, and vehicles will be submitted to the Joint Labor/Management Committee for review and recommendations to the superintendent.
- F. **Office Automation**—Employees who operate video display terminals more than six (6) hours each work day and who are pregnant will, upon their request, have the right to transfer immediately to another job with the Board. There will be no loss of pay, seniority or fringe benefits because of this transfer. The employee's return to work after pregnancy will be as provided in Article 12, Section H.

## **Article 23**

### **Employee Benefit Plan**

- A. 1. The present Employee Benefit Plan, as contained in the booklet entitled "Your Benefit Plan," shall be maintained and shall not be changed except as may be recommended to the parties by the joint MCCSSE-MCPS committee as provided in Sections F and H of this Article.
- 2. Notwithstanding Section A.1 above, effective July 1, 1993:
  - a) The indemnity plan shall be closed to new employees upon implementation of the POS plan outlined in Section A.2.e below.
  - b) The prescription drug card co-pay for non-generic drugs will be \$7.00 or five (5) percent, whichever is greater up to a maximum of \$25.00 per prescription.
  - c) The prescription drug card co-pay for generic drugs will be \$2.00.
  - d) For unit members who are enrolled as of the closing date of the enrollment period for any year in either of the Board of Education's subsidized health maintenance organizations (HMO), MD-IPA or Kaiser, the Board agrees to pay a sum which is 95% of the annual premium. The unit member shall pay 5% of such annual premiums. Unit members in any other MCPS-approved HMO, other than those

specified herein shall be subject to the shared premium provisions of Section C.1. New employees may enroll during eligibility periods as set forth in the current benefit plan. Transfers between plans will be limited to no more than one time each year at group reopening periods.

- e) The Board shall establish in FY 94 a point of service (POS) health plan that shall be offered to all unit members on a voluntary basis. The Board shall pay 90% of the annual premium for each unit member enrolled in said plan and the unit member shall pay 10% of the annual premium for said plan.
- f) Whenever a husband and wife are both employed by MCPS and eligible to participate in the Employee Benefits Plan, one of the following enrollment options will be available:
  - (1) Each may choose to be covered separately under a single plan.
  - (2) One employee may choose coverage which would include his/her spouse as a dependent. The other may enroll in a "life only" plan.
  - (3) If one employee chooses a plan covering other dependents, the other may enroll in a single plan. In no event will any employee be covered by two MCPS plans.

In the event of termination of coverage of one of the employees, or if dissolution of the marriage occurs, any employee who was covered as a dependent under his/her spouse's plan will be permitted to continue in that plan as the covered employee.

B. The Board agrees that it will continue in effect but without cost to unit members its existing program of payroll deduction at the request and on behalf of unit members.

C. 1. For the term of this Agreement, the Board agrees to the following plan of shared premium costs for the Employee Benefit Plan:

<b>Years in Employee Benefit Plan</b>	<b>Board</b>	<b>Unit Member</b>
1-5	70%	30%
6-10	75%	25%
Over 10 years	85%	15%

2. In order to receive the benefits, the unit member must be a member of the Employee Benefit Plan.

D. The Board agrees to continue to carry a comprehensive general liability policy in which unit members are named insureds while acting within the scope of their duties with limits of liability at not less than \$1,000,000.

- E. Unit members will be eligible to participate in any tax sheltered annuity plan accepted by the Board of Education.
- F. The joint MCCSSE/MCPS committee for the purpose of reviewing periodically the Employee Benefit Plan shall be continued and shall make recommendations to the parties when warranted. Each party shall appoint three (3) members of the committee.
- G. The Board agrees that any modifications in the retirement and pension plan benefits will be announced 90 days in advance of the effective date of the implementation of such changes. It agrees further that MCCSSE will be consulted about the proposed changes and will be given an opportunity to provide its views and suggestions.
- H. 1. The Joint Health Care Cost Containment Committee shall continue for the duration of this agreement. Such committee shall be composed of three (3) members from each side, including the president of MCCSSE and the director of association relations for MCPS. The committee shall monitor the performance of the health care cost containment firm responsible for effecting cost containment measures approved by the committee.

The firm's objective will be to control costs and thereby the premiums paid by the Board and the supporting services employees. The firm will look at various cost control techniques, such as mandatory preadmission testing, mandatory outpatient surgery, utilization review, restrictions on weekend and holiday admissions, claims control and administrative cost control.

- 2. In addition, the committee shall do the following:
  - a) The committee shall establish mechanisms, criteria, and procedures to require hospitals, doctors, and other providers of health care services to MCPS employees to measure outcomes of treatment, to demonstrate the quality of their care, and to disclose the cost of such care.
  - b) The committee shall analyze the efficiency of doctors, hospitals, and other providers of health care services to MCPS employees. For purposes of this article, efficiency means favorable medical outcomes at reasonable cost.
  - c) The committee shall publicize the results of the efficiency analysis so that MCPS employees become more knowledgeable consumers of health care services.
- 3. It is understood that the committee shall utilize the bid process if required by state law or MCPS regulation to contract for outside services required to assist the committee.

The Board of Education shall establish and maintain a Section 125 plan, which includes premium conversion and medical reimbursement and dependent care assistance flexible spending accounts, provided that the medical reimbursement flexible spending account shall be offered only to unit members enrolled in either an HMO or in the new POS managed care plan.

## **Article 24**

### **Protection Of Persons And Property**

- A. 1. Unit members in every school in the county may intervene in any fight or physical struggle which takes place in their presence in any school building or on the school grounds, between or among students or any other persons. The degree and force of the intervention shall be as reasonably necessary to restore order and to protect the safety of the combatants and surrounding persons.
2. A unit member who incurs injury while thus intervening shall be compensated by the Board for necessary medical expenses resulting directly from the intervention and shall not suffer any loss of compensation for time lost from his/her school duties resulting directly from the intervention, but such compensation shall be reduced by any payments made pursuant to the Worker's Compensation Law.
3. In any suit or claim brought against the unit member because of the intervention, as provided in subsection 1 herein, by a parent or other claimant of one of the combatants, the Board shall provide legal counsel for the unit member and shall save him/her harmless from any award or decree against him/her.
- B. Subject to a \$15 minimum, a unit member may file a claim for repair or replacement of clothing or other personal property damaged or destroyed in the performance of his/her duties, taking into consideration depreciation. Personal property possession must have been reasonable or proper under the circumstances and the damage or destruction must not have been caused in whole or in part by the negligent or wrongful act of the employee. No damage or destruction will be compensated when it has resulted from normal wear and tear associated with day-to-day living and working conditions. All claims will be evaluated fairly by a small claims review board prior to its decision.
- C. Damage to a unit member's motor vehicle will be reimbursed up to the level of his/her motor vehicle insurance deductible not to exceed \$100 provided that the unit member can produce the proof that his/her motor vehicle was damaged as a result of his/her enforcement of school regulations.
- D. The maximum reimbursement under this article shall not exceed \$900.

## **Article 25 Uniforms**

- A. The Board will furnish five (5) uniforms the first year of this contract or the first year of employment and three (3) replacement uniforms each year thereafter to employees who elect to wear uniforms. Unit members who through this process are furnished uniforms must wear them to work. Failure to do so may result in disciplinary action.

Employees shall receive a set of summer uniforms and a set of winter uniforms within the total number of uniforms agreed upon.

- B. It is the unit member's responsibility to maintain and clean the uniforms. Exceptions will be made for those classifications that through the nature of the daily work, the uniforms become inordinately soiled and dirty. For those classifications the Board will supply laundering. Employees in these classifications will initially be issued more than five (5) uniforms if necessary to provide a daily change.
- C. Uniforms will be of quality material, design, and manufacture. A committee of four (4) Board representatives and four (4) MCCSSE representatives shall meet periodically at the call of either party to consider and make recommendations to the Board on the selection, problems or issues concerning uniforms.
- D. All employees electing to wear uniforms shall be fitted during working hours.

## **Article 26 Career Development And Training**

- A. MCCSSE and the Board of Education recognize the vital importance of training and education in this era of change. A well-trained, effectively functioning work force is necessary if the Montgomery County Public Schools is to achieve its goal of providing quality education for every student. The Board recognizes the need for programs which will improve the efficiency of unit members in their current jobs and the importance of assisting unit members to meet Montgomery County Public Schools employment needs along with the unit member's individual career development plans.
- B. All unit members and probationary employees who would upon successful completion of the probationary period become unit members are eligible for and encouraged to participate in in-service training programs designed to improve their effectiveness. The form and substance of these programs may differ widely and all unit members and probationary employees who would upon successful completion of the probationary period become unit members and their supervisors are jointly responsible for analyzing areas of job needs and then actively seeking training which will improve performance. To

achieve the goal of developing and implementing a comprehensive program of in-service training, the Board agrees to budget the sum of \$75,000 for instructional support for system-designed training programs, to hire consultants, and to develop relevant programs. This sum will be administered by the Systemwide Training Unit. The Career Development and Educational Improvement Committee will make recommendations consistent with Article 26, Section F.

- C. Some education and training which can either increase unit members' effectiveness in their current positions or can assist them to prepare for other positions within MCPS may be available through other educational institutions or agencies. Such courses are usually offered for credit at schools, adult education, or other agencies. To encourage unit members to take courses that will benefit them and MCPS, either in their present positions or another position to which they aspire within MCPS, the Board agrees to reimburse unit members for fifty (50) percent of the tuition cost of approved courses, up to a maximum of nine (9) credits per fiscal year, and agrees to budget \$120,000 each year of the contract for that purpose. MCCSSE shall be furnished, on an annual basis, with the names of employees receiving tuition reimbursement hereunder, and the amount of such reimbursement.
- D. MCCSSE and the Board realize that many unit members may desire to obtain further education and training to improve present job skills or qualify for other positions within MCPS. To enable unit members to achieve this aim, the Board supports a program of released time for unit members on permanent status who work twenty (20) or more hours per week. The unit member's supervisor and the coordinator of the Systemwide Training Unit may authorize up to ten (10) percent of the unit member's monthly scheduled work time to attend classes. Travel to and from classes must be included and must not interfere with job performance or the needs of the school system.
- E. To assist unit members to utilize the opportunities in Sections B, C, and D, the Board agrees to budget not less than \$15,000 for the purchase of books, equipment, and other educational resource materials. The Career Development and Educational Improvement Committee may make recommendations concerning the expenditure of these funds.
- F. A Career Development and Educational Improvement Committee shall continue for the period of this Agreement. The committee shall be composed of three (3) members selected by the MCCSSE and three (3) members selected by the superintendent. The CDEI Committee shall have the following responsibilities:
  - 1. To make recommendations for new training programs and other training opportunities.

2. To participate in the ongoing planning for the training needs of unit members.
3. To serve in a consultant role to the Systemwide Training Unit on the expenditure of funds listed in Sections B and C.
4. To serve in a consultant role to the Department of Educational Media and Technology on the expenditure of the special funds provided in Section E.
5. To receive reports on the effectiveness of the Career Development and Training Program from the Systemwide Training Unit for the purpose of achieving the goals as stated in Section A.
6. Make recommendations on training and experience desirable for various career goals within MCPS.

## **Article 27 Personnel Files**

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

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

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

Derogatory notations reflecting oral or written warnings shall not be used in support of any disciplinary or adverse action after three (3) years from the date such warnings were issued, provided that no additional derogatory notations have been placed in a unit member's personnel file in the three (3) year period.

## **B. Supervisor Files**

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

## **Article 28 Facilities**

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

1. An appropriately furnished room to be reserved for use as a lounge;
2. Well-lighted, appropriately equipped, and clean rest rooms;
3. Appropriate outdoor lighting;
4. An available telephone, public or private;
5. An adequate portion of the parking lot, if available, will be provided on the same basis as it has been in the past;
6. A dining area when space in the building is available;

7. A combination dressing room with lockers and adequate work space for building service managers;
8. Lockers and adequate work space for food service managers and safety and security assistants; and
9. A well-equipped health room for Carver Educational Services Center and Lincoln Center.

## **Article 29**

### **Use Of Private Automobile**

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

## **Article 30**

### **Liability For Monies**

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

## **Article 31**

### **Recrediting Of Former Service Credits**

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

1. The individual previously was employed for a minimum of five (5) years.
2. The individual is reemployed within a three-year period.

## **Article 32**

### **Employee Rights**

- A. There will be no reprisals of any kind taken against any employee because of his/her membership or nonmembership in MCCSSE.
- B. **Nondiscrimination**—The Board and the MCCSSE agree that there shall be no discrimination by the Board or MCCSSE against employees because of race, color, creed, religion, national origin, sex, age, marital status, or because of physical handicap.
- C. The personal life of a unit member shall be the concern of, and warrant the attention of, the Board only as it may directly prevent the unit member from properly performing his/her assigned functions during duty hours, or violate local, state, or national law, or be prejudicial to his/her effectiveness in his/her position.
- D. At the request of either party, Board and Union representatives shall meet to discuss any proposed Board policies or practices regarding testing of employees for use of drugs or alcohol, with the goal of reaching agreement on a program acceptable to both parties. Such discussions shall be without prejudice to the Board's authority to implement testing for drug or alcohol abuse by employees or the Union's right to challenge such practices.
- E. In any investigative meeting or interview with an employee which is conducted by the Office of Personnel Services and which may lead to demotion, suspension, or discharge, the employee will be advised that he/she has the right to have a Union representative present.

## **Article 33**

### **Prohibition Of Strikes, Slowdowns, And Work Stoppages**

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

## **Article 34**

### **Provisions Of Law And Regulations And Severability**

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

## **Article 35**

### **Official Vehicle Operators**

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

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

## **Article 36**

### **Authority—Building Services Manager**

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

## **Article 37**

### **Transportation**

#### **Definitions**

**Run**—One or more trips assigned to one driver or attendant normally covered both morning and afternoon.

**Trip**—A route into a specific school (or more than one school if the pupils from the various schools ride simultaneously).

- A. The assignment of special runs and field trips to bus drivers and attendants shall be done on a fair and equitable basis in accordance with the procedures set forth in Sections H and J.
- B. Upon successful completion of training, those persons employed by MCPS as bus drivers and attendants shall receive pay for the number of hours spent in training not to exceed twenty (20) hours. The payment will be based upon the hourly starting rate for bus drivers and will be paid when they attain permanent status.
- C. A representative from MCCSSE shall serve as a member of the Accident Review Board.
- D. Adequate cleaning supplies will be provided within reasonable limits.
- E. Bus drivers and attendants who are assigned Head Start and WOC runs and any other like five-day (5) per week assignments on a regular and continuing basis in addition to their regularly scheduled runs shall receive credit for all hours worked on those runs. This provision is not intended to apply to those drivers who are assigned intermittently to such runs.
- F. Each special education bus operator and attendant shall undergo a training program which will enable them to meet fully the special demands of their job responsibilities.
- G. MCCSSE will be allowed ten (10) minutes to address employees at each beginning of the year in-service meeting of bus operators and attendants.
- H. **Procedures for Assigning Vacancies**
  - 1. When openings occur, preference in filling the opening will be given to the senior person who has expressed an interest reflected in the hours or location of the opening.
  - 2. Interested applicants will apply for vacancies using the current application form within six and one-half (6½) days of the run vacancy announcement (RVA).
  - 3. **The RVA will include:**
    - a) Bus parking location;
    - b) Estimated hours paid (minimum);
    - c) All schools served, stops served (in case of special education routes, pupils' names will not be posted), time of day and frequency (i.e., Wednesday only or five (5) days/week);
    - d) Size/type bus required;

- e) **Any restrictions**—Certain trips such as midday kindergarten routes may be restricted geographically (for example, a driver 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 pupils may be placed on a bus even if the route must be extended. (Driver and attendant pay will be adjusted accordingly.)
  - f) Closing date for bid coordinator receiving written application from driver or attendant.
4. The bid coordinator then sends a copy of the RVA to the four remaining depot managers whose responsibility is to post it at the MCPS gassing locations—Bethesda, Clarksburg, Randolph, Shady Grove, and Sherwood lots.
- a) The RVA will be placed in a notebook that is permanently attached near the card reader at the gas pumps (or a bulletin board if and when available).
  - b) The RVA will be posted for six and one-half (6½) working days closing at 5:00 p.m. on the sixth day. The driver or attendant interested in placing a bid is responsible for delivery of that bid to the depot manager by the closing date. Buses should not be used to deliver bids.
  - c) Postings are county-wide allowing movement of drivers or attendants among areas (except for certain trips restricted geographically).
5. Drivers and attendants will be allowed only two (2) changes in regular morning/afternoon runs per school year; drivers and attendants may make these changes at any time during the school year without restriction. For the purpose of this subsection, “extra work,” (including midday runs, activity runs, and other like assignments) which is bid separately, will not be considered a “change.”
6. Drivers and attendants will not be assigned to more than eight (8) hours per day on a regular basis. Drivers and attendants may bid on runs that conflict with their present assignment and, if awarded, may opt to give up the present assignment for the new.
7. Included in the estimated hours paid in subsection 3 above will be one-half (½) hour per day for fueling the bus, cleaning the bus (inside and outside), completing forms, questionnaires, etc. Drivers and attendants may request time adjustments if the hours paid are less than the hours worked.

8. Time paid will be measured in increments of one-tenth (1/10) of an hour. A run/trip will be assigned a minimum number of hours during September of each year. If that run/trip should increase during the school year by more than one (1) hour and it is probable that it will continue to be longer during the next school year, the run will be rebid during the summer. Drivers will remain on their assigned runs for the school year even if their hours are increased throughout that school year to limit the number of mid-year changes.
9. Once the driver or attendant is assigned to his/her run, during the summer for regular education routes and October for special education routes, the driver or attendant is guaranteed the assigned hours for the entire year unless the following occurs:
  - a) If the length of the run/trip is reduced, the driver or attendant will retain the number of hours paid but may be requested by the supervisor to accept an alternate or additional assignment to bring the hours worked to, or in excess of, the hours paid (assigned hours will be raised accordingly if the alternate or additional assignment is in excess of hours paid). If the driver or attendant refuses to accept the alternate or additional assignment, then the driver's or attendant's assigned hours will be reduced to the actual number of hours worked. (NOTE: In this instance, the additional assignment need not be posted because it is specifically suited for a given run/trip geographically and economically.) However, it may be necessary to change the entire assignment if a driver or attendant refuses to accept an additional assignment.
  - b) If drivers or attendants opt to give up a run/trip, they may not be guaranteed a run/trip of equal assigned hours.
10. Drivers or attendants (including those who share a given route), must have a minimum four (4) hours per day assignment. This must include at least a regular morning and afternoon route.
11. In some cases, run/trip listings may be posted showing additional time allowed for "deadhead" travel. If this "deadhead" travel time overlaps with "deadhead" travel time for an adjacent run/trip for a given driver or attendant, the driver or attendant will not be paid double for a single "deadhead" time period.
12. Any voluntary reduction in hours will require the driver or attendant to sign an "impact statement."
13. Buses will be assigned in accordance with Section I below. When a bus run, special education or regular, becomes available, the driver receiving the bid and assigned the run and hours will normally take his/her bus to the new run unless the bus does not fit the run (for example, going from a

regular run to a special education run). In this situation, the driver must accept a different assignment bus. **This section shall become effective on January 1, 1991, and shall be in full force and effect thereafter.**

14. All non-driving bus operator assignments within the Division of Transportation in which the employee acting in that non-driving capacity but is classified as a bus operator shall be bid in accordance with "Procedures for Assigning Vacancies" described above.
  15. The provisions of this article may be suspended by agreement of the Board and the Union where considered desirable by the parties to rectify or correct a specific personnel matter.
- I. **Procedures for Assigning School Buses**—The following are procedures to be used in the assigning of new buses to bus operators. Buses equipped with two-way radios, hydraulic lifts and assigned to serve pupils in special and alternative education programs are exempt from this procedure; however, every effort will be made to distribute them fairly. Factors to be considered when assigning buses are:
1. New buses will be distributed by system-wide seniority. The seniority rankings will be established and maintained by the supervisor of bus operations. Copies will be maintained at the Shady Grove office, each area transportation office and the MCCSSE office.
  2. When new buses are available, they will be assigned to qualified drivers after completion of five (5) years of service (i.e., when the operator is beginning his/her sixth year of employment).
  3. Drivers parking away from an established MCPS parking location will not be excluded from the list of persons eligible to receive a new bus.
  4. Drivers who qualify for a new bus are expected to accept the assignment; however, a medical excuse from a Board of Education-approved physician may be considered. If a new bus is offered to an eligible bus operator and the employee turns down the assignment, the employee's ranking will be maintained. However, the employee will not be considered for a new bus assignment until his/her cycle comes up again (would probably have to wait a minimum of five years).
  5. This procedure shall be effective beginning July 1, 1990. Employees assigned a new bus within the last three fiscal years will be exempt from an assignment effective July 1, 1990. They will be assigned a ranking and will be eligible when the cycle reaches their number.
  6. Bus operators assigned a new bus will maintain this assignment until they qualify and receive a new bus during their next cycle.

7. The assignment of "pusher buses" (which have a greater capacity than standard school buses) shall be distributed in such a way that will maximize their efficiency. In cases where there are two comparable runs, either of which could efficiently utilize a "pusher bus," the bus will first be offered to the senior driver.

### **Used Buses**

1. Unassigned used buses will be assigned in a manner that will result in their equitable utilization during the life of the vehicle.
  2. Unassigned used buses (made available by drivers assigned a new bus) will be traded in at the end of each school year. The administrative areas will make a "swap" of the same series bus according to the miles traveled.
  3. The four depot managers will work cooperatively on the reassignment of these vehicles. The supervisor of bus operations will assist in the assignment of used vehicles that are to be "swapped."
  4. Mileage factors considered for used buses will be maintained and coordinated with the supervisor of automotive maintenance.
  5. Bus operators may elect to keep their current bus assignment by submitting a used bus assignment form (see Appendix).
- J. **Procedures for the Fair Distribution of Field Trips**—Field trips will be assigned on a fair and equitable basis for those drivers who express an interest. First assignments will be to drivers whose total workday (including field trips) does not exceed eight (8) hours and the workweek does not exceed forty (40) hours.

MCCSSE will be provided a list of field trips, including the drivers' names, by administrative area on a monthly basis.

Drivers will not be eligible for trips when they are committed to permanent runs during the period of the trip and when another driver without such commitments is available.

The Division of Transportation will make every effort to assure that drivers are notified of trips well enough in advance to arrange their schedules to accept them. Trips that are kicked back because the driver was improperly notified will not cause that driver to become ineligible for future trips.

**Kick Back Trips**—As time permits, priority in giving out kicked back trips is as follows:

1. Permanent employees interested in short notice assignments,
2. Radio drivers,
3. Substitutes (nonpermanent).

**Article 38**  
**Food Services Employees**

Time spent by food services employees in depositing food service cash receipts, when so assigned, shall be paid duty time.

Uniform costs will not be charged as individual cafeteria expenses.

**Article 39**  
**Special Licenses**

- A. Each unit member required to obtain a Maryland Learner's Permit by MCPS shall be reimbursed at the current rate in the year that requirement is made.
- B. Whenever training opportunities are established by MCPS, training of unit members on new machinery, equipment, or systems will be assigned fairly.

**Article 40**  
**Substitute Secretaries**

There shall be a roster kept of substitute secretaries and the employment of such secretaries shall be at the discretion of the appropriate administrator.

## Article 41 Work Year

The following shall identify the 9-month and 10-month classifications and the duty days for which the superintendent will seek budgetary approval for each year of this contract. This listing does not imply a minimum guarantee commitment on the part of the Board.

<b>Classification</b>	<b>Duty Days</b>	<b>Paid Days</b>
Ten-Month School Secretaries	198	212
Media Assistants	198	212
Safety and Security Assistants	188	202
Instructional and Teacher Assistants	188	202
English Composition Aides	188	202
Lunch Hour Aides	185	185
Nine-Month Cafeteria Workers	173	187
Cafeteria Workers I	187	201
Food Service Delivery Workers	187	201
Cafeteria Workers II	188	202
Cafeteria Permanent Substitutes	188	202
Food Service Satellite Workers	188	202
Cafeteria Managers	190	204
Cafeteria Workers III	190	204
Quality Control Assistants	190	204
Bus Operators	187	201
Bus Attendants	187	201
Special Education Teacher Assistants	188	202
Special Education Instructional Assistants	188	202
Chapter I Instructional Assistants	188	202
Interpreters for Hearing Impaired	188	202
Head Start Instructional Assistants	190	204
Head Start Social Service Aides	190	204
Student Behavior Assistants	188	202
Ten-Month Supply Service Workers I	189	203

Upon final Board action, following County Council approval, the number of duty days and paid days specified in the budget shall not be reduced during FY 1994.

## **Article 42**

### **Interpreters For The Hearing Impaired**

Interpreters for the Hearing Impaired shall receive a fifteen (15) minute break each morning and afternoon, in addition to a lunch break.

## **Article 43**

### **Contracting Out**

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

## **Article 44**

### **General**

The Board will amend its written policies and take such other action as may be necessary to give full force and effect to the provisions of this Agreement.

Copies of the Agreement will be printed and distributed by the Board to all presently employed and newly hired employees and MCCSSE will be allocated 200 copies. If additional copies are needed by MCCSSE, the Board of Education agrees to supply them if they are available.

Any written communication to be given by one party to the other under this Agreement will be given by telegram, registered mail, regular mail, or personally receipted mail. If given by the Board, said notice will be sent to the Montgomery County Council of Supporting Services Employees, 973A Russell Avenue, Gaithersburg, Maryland, 20879. Either party may, by written notice, change the address and notice of it shall be given.

## **Article 45**

### **Duration**

The entire Agreement will be for a two-year period beginning July 1, 1993, and ending June 30, 1995. Either party to this Agreement may reopen negotiations on wages and benefits for FY 1995. If requested, such reopener will comply with the provisions of Article 5 herein.

IN WITNESS WHEREOF, the parties hereunto set their hands and seals this third day of June, 1993.

**MONTGOMERY COUNTY  
BOARD OF EDUCATION**

by Alan Cheung  
President

**MONTGOMERY COUNTY  
PUBLIC SCHOOLS**

by Paul L. Vance  
Superintendent of Schools

**MONTGOMERY COUNTY COUNCIL OF  
SUPPORTING SERVICES EMPLOYEES, INC.**

by Martha E. Strombotne  
President

## Appendix I Used Bus Assignment Form

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

### Attention

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

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

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

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

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

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

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

