

NEGOTIATED CONTRACT
between
BOARD OF EDUCATION
OF
PRINCE GEORGE'S COUNTY MARYLAND
and
ACE/AFSCME, LOCAL 2250, AFL-CIO



Thank you to the members!
Thank you to the negotiators!
Thank you!

FOR THE PERIOD
JULY 1, 2022 THROUGH JUNE 30, 2025

*Upon the conduct of each
depends
the fate of all.*

TABLE OF CONTENTS

<p>ARTICLE 1 - Preamble 1</p> <p>ARTICLE 2 - Recognition 1</p> <p style="padding-left: 20px;">Section 1 – Composition of Bargaining Unit 1</p> <p>ARTICLE 3 – Prohibited Discrimination 2</p> <p style="padding-left: 20px;">Section 1 – Board 2</p> <p style="padding-left: 20px;">Section 2 – Union 2</p> <p>ARTICLE 4 – Attendance and Leave Benefits 2</p> <p style="padding-left: 20px;">Section 1 – Hours of Work 2</p> <p style="padding-left: 20px;">Section 2 – Work Schedule 2</p> <p style="padding-left: 20px;">Section 3 – Holidays 2</p> <p style="padding-left: 20px;">Section 4 – Annual Leave 2</p> <p style="padding-left: 20px;">Section 5 – Sick Leave 3</p> <p style="padding-left: 20px;">Section 6 – Disposition of Unused Leave Upon Retirement, Resignation, or Death 5</p> <p style="padding-left: 20px;">Section 7 – Employees’ Sick Leave Bank 5</p> <p style="padding-left: 20px;">Section 8 – Leave for Military Service, Peace Corps, or Domestic Peace Corps 6</p> <p style="padding-left: 20px;">Section 9 – Civil Leave 7</p> <p style="padding-left: 20px;">Section 10 – Court Appearance 7</p> <p style="padding-left: 20px;">Section 11 – Leave of Absence Without Pay 7</p> <p style="padding-left: 20px;">Section 12 – Time Off Without Pay 8</p> <p style="padding-left: 20px;">Section 13 – Personal Leave 8</p> <p style="padding-left: 20px;">Section 14 – Pregnancy, Maternity, Paternity or Adoption Leave 8</p> <p style="padding-left: 20px;">Section 15 – Bereavement Leave 9</p> <p style="padding-left: 20px;">Section 16 – Workers’s Compensation and Disability Leave 9</p> <p style="padding-left: 20px;">Section 17 – Family and Medical Leave Act 10</p> <p style="padding-left: 20px;">Section 18 – Assault Leave 10</p> <p>ARTICLE 5 – Insurance Benefits11</p> <p style="padding-left: 20px;">Section 1 – Medical Care Program11</p> <p style="padding-left: 20px;">Section 2 – Health Maintenance Organizations11</p> <p style="padding-left: 20px;">Section 3 – Life Insurance11</p> <p style="padding-left: 20px;">Section 4 – Optical Care Program11</p> <p style="padding-left: 20px;">Section 5 – Prescription Medication Insurance Program11</p> <p style="padding-left: 20px;">Section 6 – Dental Care Insurance11</p> <p style="padding-left: 20px;">Section 7 – Insurance Committee11</p> <p style="padding-left: 20px;">Section 8 – Pretax Payment of Premiums and Option of Salary Reduction Plan11</p> <p style="padding-left: 20px;">Section 9 – Fringe Benefit Eligibility11</p> <p>ARTICLE 6 – Union Rights 12</p> <p style="padding-left: 20px;">Section 1 – Union Business 12</p> <p style="padding-left: 20px;">Section 2 – Steward Elections 12</p> <p style="padding-left: 20px;">Section 3 – Calendar Committee 12</p>	<p style="padding-left: 20px;">Section 4 – Interschool Mail 12</p> <p style="padding-left: 20px;">Section 5 – Bulletin Board Space 12</p> <p style="padding-left: 20px;">Section 6 – Notices to the Union 12</p> <p style="padding-left: 20px;">Section 7 – Employee List 12</p> <p style="padding-left: 20px;">Section 8 – Use of School Facilities 12</p> <p style="padding-left: 20px;">Section 9 – Agreement Copies 12</p> <p style="padding-left: 20px;">Section 10 – Dues Deductions 12</p> <p style="padding-left: 20px;">Section 11 – Organization Involvement Leave 13</p> <p style="padding-left: 20px;">Section 12 – Work Rules 13</p> <p style="padding-left: 20px;">Section 13 – Joint Committees & Workgroups 13</p> <p style="padding-left: 20px;">Section 14 – School Based Management 14</p> <p style="padding-left: 20px;">Section 15 – Seniority Protection for Represented Employees 14</p> <p style="padding-left: 20px;">Section 16 – Leave for ACE-AFSCME Local 2250 President 14</p> <p style="padding-left: 20px;">Section 17 – Leave for Union Members 14</p> <p style="padding-left: 20px;">Section 18 - New Employee Orientation 14</p> <p>ARTICLE 7 – Personnel Policies 15</p> <p style="padding-left: 20px;">Section 1 – Disciplinary Action 15</p> <p style="padding-left: 20px;">Section 2 – Announcements of Job Opportunities 15</p> <p style="padding-left: 20px;">Section 3 – Salary Notification 15</p> <p style="padding-left: 20px;">Section 4 – Employee Evaluation 15</p> <p style="padding-left: 20px;">Section 5 – Pay Periods 15</p> <p style="padding-left: 20px;">Section 6 – Pay Procedures for Ten Month Employees 15</p> <p style="padding-left: 20px;">Section 7 – Regulations for Supporting Personnel 16</p> <p style="padding-left: 20px;">Section 8 – Overtime 16</p> <p style="padding-left: 20px;">Section 9 – Mileage for Official Board of Education Business 16</p> <p style="padding-left: 20px;">Section 10 – Seniority 17</p> <p style="padding-left: 20px;">Section 11 – Promotion 17</p> <p style="padding-left: 20px;">Section 12 – Voluntary Transfers 17</p> <p style="padding-left: 20px;">Section 13 – Involuntary Transfers 19</p> <p style="padding-left: 20px;">Section 14 – Reductions In Force 19</p> <p style="padding-left: 20px;">Section 15 – Job Security 20</p> <p style="padding-left: 20px;">Section 16 – Use of Substitutes 20</p> <p style="padding-left: 20px;">Section 17 – Tuition, Training and Exam Reimbursement 20</p> <p style="padding-left: 20px;">Section 18 – Liability Protection/Personal Vehicle 21</p> <p style="padding-left: 20px;">Section 19 – Food Service Employees 21</p> <p style="padding-left: 20px;">Section 20 – Central Garage 22</p> <p style="padding-left: 20px;">Section 21 – Non-School Based Administrative Office Personnel 23</p> <p style="padding-left: 20px;">Section 22 – Security Services 23</p> <p style="padding-left: 20px;">Section 23 – Professional School Nurses and Vision Hearing Technicians 24</p> <p style="padding-left: 20px;">Section 24 – Paraprofessional Educators 24</p> <p style="padding-left: 20px;">Section 25 – Building Services Department 25</p> <p style="padding-left: 20px;">Section 26 – School Clerical Employees 26</p>
--	---

Section 27 – Transportation Employees 27
 Section 28 – Reclassification 32
 Section 29 – Smoke Free Environment 32
 Section 30 – Breaks 32
 Section 31 – Uniforms 33
 Section 32 – Labor Management Relations Committee... 33
 Section 33 – Position Descriptions 33
 Section 34 – Emergency Personnel 33
 Section 35 – Personnel Files 33
 Section 36 – Drug Testing 33
 Section 37 – Bilingual Pay 33
 Section 38 – School Based Instructional and
 Technical Support Professionals 34

ARTICLE 8 – Grievance Procedure 35

ARTICLE 9 – Salary Provisions 36
 Section 1 – Salary 36
 Section 2 – Anniversary Date 36
 Section 3 – Merit Increases 36
 Section 4 – Longevity Increases 37
 Section 5 – Retention of Salary 37
 Section 6 – Summer Pay Rates 37
 Section 7 – Sponsorship of Compensatory Activity... 37
 Section 8 – Payroll Direct Deposit 37
 Section 9 – Staff Development Incentives 37
 Section 10 – Retention Bonus 37

ARTICLE 10 – Duration of Agreement 38

APPENDIX – Salary Scales 39-47
 Paraprofessional & Interpreter (100) 39
 Automotive & Maintenance (200) 40
 Food Services (400) 42
 Transportation (500) 43
 Healthcare (600) 44
 Clerical & Technical (700) 45

SIGNATURE PAGE 49

ARTICLE 1 - PREAMBLE

This agreement is made and entered into by and between the Board of Education of Prince George's County, Maryland, and the Association of Classified Employees, American Federation of State, County and Municipal Employees, AFL-CIO, Local 2250, Incorporated unless otherwise specified.

- A. The Board of Education of Prince George's County, Maryland is hereinafter referred to as the "Board", and the Association of Classified Employees, American Federation of State, County and Municipal Employees, AFL-CIO, Local 2250, Incorporated, is hereinafter referred to as the "Union."
- B. The term "employees," when used in this agreement, shall hereinafter refer to all employees of the Board who are contained within the bargaining unit represented by the Union, in accordance with Education Article, Annotated Code, Section 6-501 et. seq.
- C. Nothing in this agreement shall be interpreted as diminishing in any way rights or benefits previously enjoyed by employees covered by this agreement unless expressly stated herein.

- D. In conjunction with each and all of the hereinafter stated provisions, the Union recognizes that the Board, in accordance with existing laws, must adopt before implementation of same the educational policies of the County and must approve or establish rules, regulations, guidelines and bylaws in accordance therewith, and nothing hereafter mentioned or agreed to shall be so construed as to substitute the legal obligations vested in the Board in accordance with law.
- E. If any provision of this agreement or any application of this agreement to any employee or group of employees is held to be contrary to law or State Board regulation, then 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. Nothing in this agreement is intended to deny or abrogate any of the powers or responsibilities of the Board and the Superintendent that have been assigned to them by any Maryland law or regulation of the State Board of Education.

ARTICLE 2 - RECOGNITION

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

SECTION 1 — Composition of Bargaining Unit

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

- A. Plant Operation employees.
- B. All supervisory personnel in the Building Services Department at grade 21 or higher.
- C. All supervisory personnel in Transportation at grade 21 or higher.
- D. All Central Office supervisory personnel at grade 22 or higher.
- E. Temporary employees.

- F. Those employees in administrative or clerical positions who by the nature of their jobs have access to or assist in the preparation of information relating to negotiations with employee organizations.
- G. Those employees employed pursuant to a non-renewable Federal or State grant, the purpose of which grant is for the conduct of a non-renewable project.
- H. Those employees in administrative or clerical positions whose employment is for a specific term of years not exceeding that of the duration of the then existing term of the Superintendent or any Board of Education members to whose direct supervisory control they are responsible.

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

ARTICLE 3 - PROHIBITED DISCRIMINATION

SECTION 1 - Board

There shall be no discrimination exercised on account of age, race, sex, national origin, color, religion, political affiliation, sexual orientation, gender identity, disability, membership in an employee organization, or due to an employee exercising his/ her rights under Article VIII of this agreement, or non-membership in an employee organization with respect to recruiting and examination

of applicants, the hiring of personnel, or in any personnel actions affecting employees of the Prince George's County Public Schools, including training, promotion, and disciplinary actions.

SECTION 2 — Union

The Union agrees to represent fully and without discrimination all classified employees in the bargaining unit.

ARTICLE 4 - ATTENDANCE AND LEAVE BENEFITS

SECTION 1 — Hours of Work

Standard hours of work for permanent personnel shall be for a minimum of five (5) hours. All employees shall be paid for all scheduled hours worked and for additional time if approved by the appropriate leave granting authority. When schools or worksites are closed for an emergency, ten-month, eleven-month and twelve-month school-based supporting personnel will be permitted to leave the building after student dismissal and essential responsibilities have been completed. It may be necessary for some twelve-month employees to remain at worksites to abate the emergency situation; these employees will be released as soon as the situation is resolved. When an individual school or worksite is closed for an emergency, employees will remain on duty unless the decision is made that the entire building is uninhabitable.

SECTION 2 — Work Schedule

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

SECTION 3 — Holidays

- A. Holidays will be observed as set forth in the school calendar. Other days may be granted as holidays when so declared at the discretion of the Superintendent.
- B. When a holiday falls on a regularly assigned day off for a full-time employee who does not work on a Monday through Friday schedule, such employee will be compensated by appropriate time off during the same pay period. When this is not feasible, such time will be added to his or her annual leave.
- C. Should an employee be required to work on a day a holiday is observed, he or she will receive his or her normal pay plus compensatory time or pay at one and one-half (1½) times his regular rate for each hour worked.
- D. Holidays to which an individual is entitled which occur during annual or sick leave shall not be charged against such leave.

- E. When a holiday occurs on a day when schools are open, employees in a sufficient number to provide necessary services shall be kept on duty. These employees shall be granted a compensatory day off during the same pay period. When it is not feasible to grant the compensatory day off during the same pay period as the holiday worked, such time will be added to annual leave.
- F. Should an employee be assigned duties on an observed holiday but fail to report without an acceptable reason, he or she shall forfeit his or her holiday pay.
- G. To be entitled to receive pay for a holiday, employees must work or be on authorized paid leave on the workday immediately preceding and on the workday immediately following the holiday.
- H. Part-time employees regularly assigned duties on less than five days per week shall be eligible for only those holidays which fall on one of their regularly scheduled workdays.
- I. Ten-month and eleven month classified employees are employed for a specific number of days and do not receive compensation for holidays.

SECTION 4 — Annual Leave

Classified employees of the Prince George's County Public Schools are provided annual leave in accordance with the following regulations:

- A. Each permanent full-time twelve (12) month classified employee of the Prince George's County Public Schools shall be entitled to annual leave, calculated as follows:
 - During the first three years service 13 days
 - Over three years, less than 15 years 20 days
 - Fifteen years service and up to 24 years 25 days
 - Twenty-five years and over 30 days

An employee's paycheck stub shall show both the employee's earned leave and leave available for use for the balance of the fiscal year. Annual leave is earned on the basis of completed months of service in each fiscal year. Annual leave may be taken in hourly increments.

- B. Permanent full-time ten or eleven-month employees who were assigned to a twelve-month position prior to July 1, 1990, and were given service credit on a prorated basis may apply for any additional service credit by submitting a written request to the Division of Human Resources. The effective date of any change in annual leave entitlement will be the later of July 1, 1990, or the date the increase in service credit will result in the employee qualifying for a greater annual leave entitlement or the date the request is received by the Division of Human Resources, except that request received by October 1, 1990, will be treated as if received on July 1, 1990.
- C. Regular twelve (12) month part-time employees working a minimum of twenty (20) hours per week are authorized four (4) workdays (scheduled work hours per week divided by five (5) of annual leave per year. Such leave is to be earned on a quarterly basis and to be taken only as earned.
- D. Annual leave shall be made available to employees on an emergency basis upon the approval of the leave granting authority.
- E. A request for annual leave shall be submitted to the employee's immediate supervisor on forms designated for the purpose. Leave may be taken only after approval by the appropriate supervisor. No specific reason for annual or personal leave shall be required. Leave may be used only as earned, except that advance leave may be granted an employee who has completed his or her probationary period up to a maximum of ten (10) days at the discretion of his/her leave-granting authority. Advance leave in excess of ten (10) days may be granted when necessary due to seasonal fluctuations in the workload of a department. Annual leave shall be taken in advance in accordance with sick leave bank rule "i". Annual leave is earned but may not be taken during the probationary period. When operation and scheduling circumstances may lead to constraints on the approval of leave requests, administrators/supervisors shall notify employees of the situation in a timely manner in writing. Guidelines regarding the criteria for determining when requests may be authorized or denied will be provided upon request of employees. If two (2) or more employees request annual leave at least one month in advance for the same day or days but the workload requirement will not permit the granting of leave to all employees submitting a request, leave will be granted to the extent possible on a seniority basis.
- F. At the end of a fiscal year, annual leave up to the amount an individual earns in one year may only be carried over from that fiscal year to the next. Unused leave in excess of that which an individual can carry over may be converted to sick leave up to a maximum of ten (10) days provided that it was accumulated for reasons beyond the employee's control and it was not

convenient to grant the employee the use of such annual leave. The ten-day limitation shall not apply if the excess accumulation above ten days was accumulated as a result of the leave granting authority denying the employee's request for annual leave.

- G. The following leave policy shall govern the months in which an employee is appointed or separated: One (1) day shall be granted if the employee is on the payroll for more than twenty (20) calendar days and one-half (½) day shall be granted if he or she is on the payroll from ten (10) to twenty (20) days inclusive. No leave shall be granted for less than ten (10) days service in a month. An employee who is on leave without pay for more than ten (10) days in any calendar month shall not earn annual leave for that month.
- H. At the termination of employment, unused annual leave shall be paid in full to the terminating employee, but not to exceed the annual leave he or she is eligible to earn in the fiscal year in which he or she terminated, except that:
 1. An employee who fails to report to work for three consecutive workdays without authorized leave shall be separated from the payroll and reported as "quit." An employee who quits is not eligible for re-employment and shall be paid only for unused annual leave in excess of fourteen (14) days. Exceptions to this provision may be made by the Chief Human Resources Officer.
 2. The employee has not satisfactorily completed his or her probationary period.
 3. Effective July 1, 1999, all employees advancing from a 10-or 11-month position to a 12-month position will receive credit for all full work years of service for calculating annual leave entitlements.
- I. An employee shall not accrue annual leave while on any form of leave without pay.

SECTION 5 — Sick Leave

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

- A. **Sick leave, with pay, shall be provided for all unit members in accordance with the charts listed below:**

10 MONTH EMPLOYEES		
Years of Service	Sick Leave Days	Additional Days Earned
Less than 11 years	12	1 each month and 1 at the end of the fourth and eighth month
11 Years	13	1 each month and 1 at the end of the third, sixth, and ninth month
12 Years	14	1 each month and 1 at the end of the second, fourth, sixth, and eighth month
13 Years	15	1.5 days at the end of each month
14 Years	16	1.5 days at the end of each month and 1 at the end of the fifth month
15 Years	17	1.5 days at the end of each month and 1 at the end of the fourth and eighth month
25 or More	22	2 days at the end of each month and 1 at the end of the fourth and eighth month

12 MONTH EMPLOYEES		
Years of Service	Sick Leave Days	Additional Days Earned
Less than 11 years	13	1 each month and 1 at the end of the fifth month
11 Years	14	1 each month and 1 at the end of the fourth and eighth month
12 Years	15	1 each month and 1 at the end of the third, sixth, and ninth month
13 Years	16	1 each month and 1 at the end of the second, fourth, sixth, and eighth month
14 Years	17	1 each month and 1 at the end of the second, fourth, sixth, eighth, and tenth month
15 Years	18	1.5 days each month
25 or More	23	2 days at the end of each month, except the 12th month only 1

11 MONTH EMPLOYEES		
Years of Service	Sick Leave Days	Additional Days Earned
Less than 11 years	13	1 each month and 1 at the end of the fourth and eighth month
11 Years	14	1 each month and 1 at the end of the third, sixth, and ninth month
12 Years	15	1 each month and 1 at the end of the second, fourth, sixth, and eighth month
13 Years	16	1 each month and 1 at the end of the second, fourth, sixth, eighth, and tenth month
14 Years	17	1 each month and 1 at the end of the first, third, fifth, seventh, ninth, and eleventh month
15 Years	18	1 each month and 1 at the end of the first, third, fourth, fifth, seventh, ninth, and eleventh month
25 or More	23	2 days at the end of each month and 1 at the end of the fifth month

- B. For purposes of this section, the term “work year” and the term “fiscal year” shall be construed to be synonymous.
- C. Sick leave may be taken in advance of actual accrual thereof as follows:
 1. Ten (10) days shall be available at the beginning of the school year for ten-month employees, eleven (11) days for eleven-month employees and twelve (12) days will be available as of July 1 of each year for twelve-month employees.
 2. The remaining five (5) days for employees entitled to same shall be available in one (1) month entitlements, at the beginning of the month in which the days are earned.
 3. Upon the employee’s severance, voluntary or involuntary, any such advanced sick leave not properly accrued as of the date of severance, shall be reimbursed by said employee to the Board of Education upon demand.
 4. No probationary employee shall have any entitlement to paid sick leave advanced as heretofore set forth.
- D. Sick leave may be taken in hourly increments. Such use of sick leave in hourly increments shall be permitted when an employee becomes ill during the workday. Authorization may be granted for use of sick leave in hourly increments for necessary medical appointments. Such authorization for hourly increments will be based upon practical considerations including, but not limited to, the availability of a substitute.
- E. Sick leave shall be allowed in case of actual sickness or disability of the employee, necessary appointments with a physician or dentist, or confinement to home because of quarantine and for temporary disabilities related to pregnancy. (Pregnancy itself is not considered

a sickness warranting the granting of sick leave with pay. It is only disability resulting from the pregnancy for which sick leave may be allowed).

- F. Sick leave may also be authorized for the time necessary to undergo the selective services examination.
- G. **Sickness in Family:** A member of the bargaining unit with one or more years of service in Prince George's County who does not earn annual leave may use up to the annual maximum of his or her accumulated sick leave for serious illness of members of the family residing permanently in the household. The employee will certify in writing that such a serious illness exists. Exceptions to the residence requirement may be made by the Chief Human Resources Officer.
- H. Unused sick leave earned and credited to an employee, may be accumulated from year to year without limit.
- I. Sick leave will terminate upon expiration of employment and the accumulated balance will be recorded in the employee's permanent file. Accumulated annual leave may be used to extend sick leave.
- J. Absence in excess of cumulative sick and annual leave shall be deducted on a per diem basis.
- K. Holidays to which an employee is entitled that occur during sick leave shall not be charged against such leave.
- L. Permanent part-time employees are entitled to sick leave in proportion to the time worked.
- M. A doctor's certificate as evidence for the necessity of loss of time may be required for absences of three (3) or more consecutive days. A doctor's certificate may also be required for periods of absence of less than three (3) days, if in the opinion of the immediate supervisor the employee is abusing his or her sick leave privileges. When it is determined that an individual's request for sick leave is not justified, the value of the absent time will be deducted from the employee's pay, personal leave or annual leave.
- N. The following leave policy shall govern the months in which an employee is appointed or separated: One (1) day of sick leave shall be granted if employee is on the payroll for more than twenty (20) days; one-half (½) day shall be granted if he or she is on the payroll from ten (10) to twenty (20) days inclusive. No leave shall be granted for less than ten (10) days in any calendar month. An employee who is on leave without pay for more than ten (10) days in any calendar month shall not be granted sick leave for that month.
- O. To receive credit for sick leave an employee is expected to notify his or her supervisor prior to commencement of working hours that he or she will not be reporting for work on that day. Sick leave may be taken in hourly increments.

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

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

Upon retirement from Prince George's County Public Schools, a classified employee shall receive payment for three-tenths of his or her unused sick leave, not to exceed full pay for up to a maximum of eighty (80) days for ten-month employees, eighty-six (86) days for eleven-month employees, one hundred two (102) days for twelvemonth employees, or for thirty (30) days of accumulated annual leave, whichever is greater. A person retiring on disability shall be eligible for such payment after five (5) years of service in Prince George's County. An individual shall be eligible to receive such reimbursement only once during his or her period of employment in Prince George's County. This payment shall be based upon the salary of the final year of employment.

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

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

SECTION 7 — Employees' Sick Leave Bank

- A. No employee shall be considered eligible for compensation through the Sick Leave Bank unless such employee was on duty or authorized absence the duty day preceding the commencement of disabling illness.
- B. All bargaining unit members on active duty with the Prince George's County Public Schools are eligible to participate in the Sick Leave Bank. Participation is voluntary, but requires contribution to the bank. Only contributors will be permitted to use the bank for payment for qualifying incapacitating personal illness during regularly scheduled duty days.

- C. The Sick Leave Bank will be administered by a three (3) member Approval Committee, appointed by the President of the Union and this Approval Committee shall have the responsibility of receiving requests, verifying the validity of requests, recommending approval or denial of the requests, and communicating its decision to the member and the Division of Finance.
- D. The rules for the Sick Leave Bank will be established by a four (4) member Rules Committee, two (2) members appointed by the President of the Union and two (2) members appointed by the CEO of Prince George's County Public Schools. It shall be the purpose of this committee to recommend such rules, in addition to those provided for in this Contract, as the Committee considers appropriate for the operation of the Sick Leave Bank. These recommended rules must be approved by the President of the Union and the CEO before said rules take effect. Once approved, the rules will be widely distributed by the Approval Committee.
- E. The contribution on the appropriate form will be authorized by the bargaining unit member and continued from year to year until canceled in writing by the bargaining unit member. Sick leave properly authorized for contribution to the bank will not be returned if the bargaining unit member effects cancellation. Cancellation in writing may be affected at any time and the bargaining unit member shall not be eligible to use the bank as of the effective cancellation date.
- F. Contributions shall be made between July 1 and September 30, except for members returning from extended leave which included the enrollment period and new hires who will be permitted to contribute within thirty (30) calendar days of their reassignment and/or start to work. Bargaining unit members returning from extended sick leave or disability leave will be permitted to contribute to the bank only after approval of the Approval Committee.
- G. The annual rate of contribution shall be determined by the Rules Committee and announced prior to July 1 of each year. The minimum annual rate of contribution shall be two (2) days of sick leave.
- H. The maximum number of duty days that can be granted in any one (1) fiscal year will be the remaining number of duty days a bargaining unit member is scheduled to work. In no case will the granting of leave from the bank cause a bargaining unit member to receive more than the total wages that would have been earned in that fiscal year.
- I. Members must use all earned sick leave and all earned annual leave or personal leave entitlements due for the remainder of the fiscal year before qualifying for leave from the bank.

Applications for use of the bank shall be made on the required form and submitted to the Approval Committee.
- J. The first thirty (30) consecutive calendar days of incapacitating illness or disability occurring during the employee's work year (July 1 through June 30) must be covered by the employee's own available sick leave, annual leave, personal leave, or leave without pay each time the employee qualifies for a grant from the bank.
- K. The Division of Finance will receive and review the decision of the Approval Committee from the bank. If the grants from the bank are consistent with Prince George's County Board of Education's sick leave policies and the rules of the Sick Leave Bank, the Division of Finance will approve these bank grants to be paid by the Prince George's County Public Schools to the member and shall forward the bank grants to the appropriate Department for payment. In any case where the decision of the Division of Finance does not concur with the Approval Committee, the Division of Finance shall explain the full reason for the difference of opinion.
- L. Bank grants will not automatically be carried over from one fiscal year to another. All bank grants will end as of the last duty day of the school year and must be renewed through the Approval Committee each school year.
- M. If a bargaining unit member does not use all of the days granted from the bank, the unused sick leave bank days will be returned to the bank.
- N. If the Sick Leave Bank is terminated due to the non-existence of a negotiated contract with the Union, or for other reason, the days remaining in the Sick Leave Bank shall be returned to the then current members of said bank proportionally.
- O. The Board shall reimburse the Sick Leave Bank for all hours identified and reimbursed to the Board for Worker's Compensation cases charged to the Sick Leave Bank during approved grants.

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

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

- A. Any bargaining unit member who is a member of the National Guard or the Reserve Components of the Armed Forces of the United States in order to meet an active duty commitment will be allowed military leave with full pay, less the amount paid for such duty, not to exceed fifteen (15) days; such leave may be granted only during a period the individual is required to be on duty. Military leave and benefits will be provided consistent with the Board's administrative procedure, federal, state or local law.

An employee included in the category above who is called upon to serve a longer period of time not during

an emergency shall be entitled to a leave of absence without pay.

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

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

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

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

SECTION 9 – Civil Leave

- A.** An employee shall be given time off without loss of pay when (1) performing jury duty, or (2) when performing brief periods of emergency civilian duty in connection with national defense. Employees whose scheduled duty day exceeds four hours on a primary or general election day will be given time off to vote.
- B.** When an employee is drawn for jury duty, he or she shall receive full pay provided a written statement is furnished showing time served and expenses received from the court.

SECTION 10 — Court Appearance

- A.** A permanent or probationary classified employee shall be entitled to administrative leave on any regularly

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

- B.** If a classified employee appears as a witness for Prince George's County Public Schools as requested by the CEO or his or her designee with or without a subpoena, no deduction shall be made from salary.

SECTION 11 — Leave of Absence Without Pay

Leaves of absence without pay for a period of not more than one year maybe authorized to permanent classified employees as prescribed in this Article 4 or for prolonged illness, needed rest, necessity in the home, improvement of skills pertaining to the particular classification of the employee, public office or political campaign, or any other activity which in the opinion of the Superintendent will benefit the Prince George's County Public Schools. Requests must be submitted in writing to the Division of Human Resources for approval at least thirty (30) days in advance of the requested leave date. Exceptions may be granted for emergency situations.

- A.** Classified personnel granted leaves of absence in excess of thirty (30) days will have their anniversary date readjusted in accordance with the duration of the leave of absence, except that there will be no change in anniversary date for an individual on a leave of absence for personal illness for three (3) consecutive calendar months.
- B.** Employees on approved leave of absence will not accrue annual or sick leave while on leave. Failure of an employee to return to duty upon expiration of his or her leave of absence shall be considered a resignation.
- C.** Upon return to duty, an individual will not necessarily be reinstated to the same position previously held or in the same location, except that in the case of a leave of absence for personal illness not exceeding three (3) consecutive calendar months, an individual will be returned to the same position previously held, provided such position has not been eliminated. In all other cases, an individual who is eligible and physically able to return to work will be assigned as soon after his or her request is received and when an appropriate vacancy occurs. Such person shall be placed before any new employee is hired in his or her particular classification, provided such person is qualified to fill the open position. An individual requesting a leave of absence for personal illness must submit a supporting statement

from the doctor at the time the leave is requested as well as at the time such person desires to return to work.

- D. Employees on approved leave of absence shall remain on the Board of Education's seniority list for up to fifteen (15) months.
- E. Members may contribute to the Teachers/Employees/Retirement/Pension System while on leave of absence according to the provisions of the Retirement/Pension System.
- F. While on leave of absence, an employee has the option of continuing his or her Group Hospitalization and Life Insurance. However, employees in this category must make payment for the Prince George's County Public School's share of the premium plus the employee's share.
- G. Upon returning from an authorized leave without pay, a minimum period of reactivated service for a length equivalent to the period of said leave is required before the employee shall be eligible to apply for another leave without pay. The minimum reactivated service requirement shall not apply to an individual applying for a leave without pay for prolonged personal illness.

SECTION 12 — Time Off Without Pay

- A. Time off for illness or personal emergency for periods up to fifteen (15) duty days is not considered as a leave of absence and may be approved by the employee's leave granting authority. Extension beyond fifteen (15) duty days must be approved by the **Division of Human Resources**.
- B. An employee who has time off without pay for more than ten (10) days in any one calendar month will not earn sick leave or annual leave for that month.
- C. An employee must use available sick, annual or personal leave as appropriate before receiving time off without pay.

SECTION 13 — Personal Leave

Permanent classified employees, employed on a ten-month or eleven-month work schedule, shall be entitled to **five (5) days** personal leave. To be entitled to **five (5) days** personal leave, an employee must be on the payroll prior to November 1 of the school year. An employee who is placed on the payroll between November 1 and December 31 shall be authorized **three (3) days** personal leave. An employee who is placed on the payroll between January 1 and March 31 is authorized **two (2) days** personal leave. Personnel employed subsequent to March 31 shall not be authorized personal leave for the current school year. Personnel employed on a per diem basis are not authorized personal leave.

- A. Personal leave is authorized to permit an individual to attend to matters which require absence from work. If

it is necessary for an individual to be absent from work for personal reasons and the employee has no personal leave credited, such absence will be deducted from the employee's pay on a per diem basis.

- B. Personal leave authorized but not used during the school year will be added to accumulated sick leave at the end of the fiscal year provided the total of sick leave will not exceed the amount authorized to be accumulated.
- C. Requests for personal leave must be submitted for all personnel, except school bus drivers, at least one (1) day in advance. School bus drivers will submit requests three (3) days in advance for days immediately before or after the opening or closing of school each summer, holidays, vacation or staff development days and twenty-four (24) hours in advance for all other days. This requirement will be waived only in the event of a substantiated personal emergency.
- D. All ten (10) month employees and eleven (11) month employees will be permitted to carryover **two (2) days** of personal leave each year up to a maximum of **seven (7) days**.

SECTION 14 — Pregnancy, Maternity, Paternity or Adoption Leave

A. Pregnancy Leave

- 1. For purposes of this section, pregnancy leave shall be defined as that period of time, not exceeding forty-two (42) consecutive calendar days, including the date of childbirth, during which an employee's regularly assigned position will be held pending her return. Any other leave taken by an employee for reasons of false pregnancy, termination of pregnancy, or any other temporary disability resulting from her pregnancy, shall be treated as any other leave taken for reasons of illness.
- 2. To the extent that an employee has available sick leave days at the time of the commencement of pregnancy leave, said employee may utilize such sick leave days. At her option, the employee may utilize accumulated annual or personal leave days. All of such leave shall be treated as any other authorized leaves with pay pursuant to the provisions of this Contract for as long a period of time as such employee shall utilize available sick leave and accumulated annual or personal leave days. Available sick leave days may be utilized prior to the utilization of accumulated annual or personal leave days.
- 3. An employee on pregnancy leave shall be considered to be on a leave of absence without pay for personal illness in accordance with Article 4, Section 11, for all days not covered by paid leave. If an employee's disability continues beyond the period of the pregnancy leave and the employee is not entitled to any paid leave, the employee may apply for and receive a status of authorized leave without pay

pursuant to the provisions of Article 4, Section 11, not to exceed the duration of the disability.

B. Maternity, Paternity and Adoption Leave

An employee shall be eligible for up to ten (10) paid days for maternity/paternity leave in addition to any other accrued leave for a newborn, legal ward (guardianship) or adopted child. This paid leave shall be granted and taken within the first six (6) months of childbirth, adoption or granting of custody of a legal ward.

An employee may upon the expiration of all earned paid leave, apply for and receive an unpaid leave for a total related absences up to a maximum of twelve (12) months. The twelve (12) months of leave shall be inclusive of all paid and unpaid leave combined. There shall be no entitlement to any employee on maternity, paternity or adoption leave to receive paid sick leave benefits during unpaid leave. An employee entitled to such leave is to submit a request for such leave, in writing, to the Division of Human Resources at least fifteen (15) duty days prior to the commencement date of the desired leave. In the event of an emergency, the fifteen (15) duty days notification may be waived.

SECTION 15 — Bereavement Leave

- A.** On the death of a child, stepchild, parent, step- parent, parent-in-law, grandparent, grandparent of spouse, legal guardian, grandchild, brother, sister, husband, wife, son-in-law, daughter-in-law, brother-in-law, sister-in-law, qualified domestic partner, or anyone who has recently lived regularly in the household of the employee, such employee shall be allowed four (4) work days of absence from work without loss of salary. One of the four (4) days must be the day of the funeral or interment.
- B.** On the death of an aunt, uncle, niece, or nephew, employees shall be allowed two (2) workdays of absence from work without loss of salary. Proof of death and/or relationship may be required if, in the opinion of the immediate supervisor, the employee has abused the privilege. Any exceptions to the above may be made through a written request to the Chief Human Resources Officer whose decision shall be final.

SECTION 16 — Worker’s Compensation and Disability Leave

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

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

1. Provided that the disability resulted from an injury or illness sustained directly in the performance of the employee’s work, as provided in the State Worker’s Compensation Act.
2. If incapacitated for his or her regular employment, the employee may be given other duties within the Prince George’s County Public Schools for the period of recuperation. Unwillingness to accept such an assignment will make the employee ineligible for disability leave during the time involved.
3. The Prince George’s County Public Schools may select a physician to determine the physical ability of the employee to continue working or to return to work.
4. Disability leave shall not exceed ninety (90) working days beginning with the date of injury for any one injury.
5. Payment of disability leave is contingent upon the assignment of Worker’s Compensation checks for the first ninety (90) day period to the Prince George’s County Public Schools as payee. Workmen’s Compensation checks name the employee and the Prince George’s County Public Schools as payee. Upon receipt, the employee must endorse the check and return it to the Payroll and Benefits Services office of the Prince George’s County Public Schools. Upon the termination of disability leave, Worker’s Compensation checks, if still received, will be endorsed and forwarded to the employee for his or her retention.
6. A temporary employee who is disabled in the line of duty shall not receive disability leave but shall be paid in accordance with the provisions of the State Worker’s Compensation Act.
7. Abuse of disability leave may be considered grounds for disciplinary action, including dismissal.

B. It is important that an employee report every injury to his/her supervisor no matter how small it seems. Even the slightest injury can develop into a disability or a loss of time case. Failure to report an injury could possibly cause an individual to forfeit his/her rights on a later claim for compensation or medical expense. All injuries sustained by employees while on duty must be reported by the employee and his or her immediate supervisor on the form, “Initial Report of Injury.” This form is available at all schools and other properties where employees are based. When completed, the form

must be forwarded to the Risk Management office of the Prince George's County Public Schools. Upon request, the Risk Management office will advise the employee of the information received to date relative to his or her claim. The Risk Management office will notify the employee if any additional information or forms are needed to satisfy an employee's claim if the office has knowledge that additional information is required. In the course of a claim for Worker's Compensation, other forms will be provided to injured employees from other agencies to complete. It is essential that these forms be completed and returned expeditiously.

- C. Of importance to employees is the fact that the money received from Worker's Compensation is exempt from tax and may be so claimed when filing federal tax returns. In addition, an employee may be eligible for adjustments to income for disability pay received.
- D. The responsibility to insure that an employee does not abuse disability leave is vested in the employee's department head/principal.
- E. Disability leave is reported on the attendance register by recording "Disability Leave" and the applicable dates in the remarks column. No other entries are required.

SECTION 17 — Family and Medical Leave Act

The Family and Medical Leave Act (FMLA) entitles eligible employees of the Board (those who have worked for the Board for at least 12 months and have at least 1,250 hours of service for the employer during the 12-month period immediately preceding the leave) to take unpaid, job-protected leave for specified family and medical reasons. The Board will provide benefits equivalent to those required under FMLA for employees whose regular assignment is at least 25 hours but less than 32 hours per week, benefits-eligible, and less than 12-month and who have at least 900 hours of service for the employer during the 12-month period immediately preceding the leave. Eligible employees may take up to 12 workweeks of leave in a 12-month period for one or more of the following reasons:

- The birth of a son or daughter or placement of a son or daughter with the employee for adoption or foster care;

- To care for a spouse, son, daughter, parent who has a serious health condition;
- For a serious health condition that makes the employee unable to perform the essential functions of his or her job; or
- For any qualifying exigency arising out of the fact that a spouse, son, daughter, or parent is a military member on covered active duty or call to covered active duty status.

An eligible employee may also take up to 26 workweeks of leave during a "single 12-month period" to care for a covered service member with a serious injury or illness, when the employee is the spouse, son, daughter, parent or next of kin of the service member. The "single 12-month period" for military caregiver leave is different from the 12-month period used for other FMLA leave reasons.

Applications for FMLA leave must be processed through the Absence Management office. The above summary of employees' rights under the FMLA will be periodically updated by the parties to reflect any future changes in the FMLA that impact this summary.

Under some circumstances, employees may take FMLA leave on an intermittent or reduced schedule basis. The Board requires employees to "substitute" (run concurrently) accrued paid leave, such as sick and annual leave (but not personal leave), to cover some or all of the FMLA leave period.

SECTION 18 – Assault Leave

- A. In cases of assault of a unit member while in the scope of Board employment, the provisions of Section 6-111, Assault Leave, of the Education Article, Annotated Code of Maryland, as amended, shall apply.
- B. When an employee returns to work from the incident for which Assault Leave was originally authorized, additional Assault Leave shall be granted for follow-up treatments.

ARTICLE 5 - INSURANCE BENEFITS

SECTION 1 — Medical Care Program

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

SECTION 2 — Health Maintenance Organizations

The Board agrees to pay a sum equal to the same dollar amount provided under the Medical Care Program described in Section 1 A above for all bargaining unit members enrolled in a Board of Education qualified prepared health maintenance organization.

SECTION 3 – Life Insurance

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

SECTION 4 — Optical Care Insurance

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

SECTION 5 — Prescription Insurance

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

SECTION 6 — Dental Care Insurance

The Board will provide a dental care insurance plan equivalent to the current Maryland Blue Cross-Blue Shield's plan Levels I, II and Rider A full payment (\$50 individual and \$100 family deductible) effective July 1, 1978. Effective October 1, 2007, the Board shall pay seventy-five percent (75%) for the first eight (8) years of employment and eighty percent (80%) thereafter.

SECTION 7 — Insurance Committee

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

SECTION 8 — Pretax Payment of Premiums and Option of Salary Reduction Plan

The employee's share of premium payments for Hospitalization, Surgical-Medical Insurance and Major Medical Insurance; Health Maintenance Organizations; Dental Care Insurance; Option Care Insurance; and, Prescription Insurance will be paid with pretax wages consistent with applicable laws and IRS regulations.

SECTION 9 — Fringe Benefit Eligibility

Effective immediately upon the execution of the agreement, anyone hired by the Board into a position in the bargaining unit represented by Local 2250 will be eligible for full fringe benefits only if employed for twenty (20) hours or more per week. At any one time the Board may employ up to a maximum of seventy-five (75) individuals at such fringe benefit eligibility threshold level. After that maximum of 75 has been reached, all remaining individuals employed in such positions will be eligible for full fringe benefits only if employed for fifteen (15) hours or more per week.

ARTICLE 6 - UNION RIGHTS

SECTION 1 – Union Business

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

SECTION 2 — Steward Elections

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

SECTION 3 — Calendar Committee

A representative selected by the Union shall serve on the Prince George's County Public Schools calendar committee.

SECTION 4 – Interschool Mail

The Union shall be authorized, in accordance with the "Letter of Carrier" exception, to use the interschool (pony) mail facilities to distribute official Union materials, so long as such does not interfere with the normal requirements of school business. The Union agrees to indemnify and hold the Board harmless from and against any and all claims, actions, liabilities and/or penalties in the event the U.S. Postal Service, or any agency of the Federal Government investigates or brings charges against the Board in connection with the Union's use of the pony. The Union will pay any cost, expenses, fines, penalties and reasonable attorneys' fees incurred by the Board (provided the attorney is mutually agreeable to both the Board and the Union) in connection with any such investigation, hearing or litigation resulting there from. The Union shall be authorized to use the school district's email system for official union business. The Union agrees not to advocate positions that are in opposition to the CEO and/or the Board using such communication.

SECTION 5 — Bulletin Board Space

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

SECTION 6 — Notices to the Union

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

The Union shall be provided a copy of the CEO's proposed and the Board's proposed and approved budgets.

SECTION 7 — Employee List

The Union shall be supplied with an up-to-date list of all classified employees in this bargaining unit. Such a list shall include name, EIN, job classification, work location, most recent date of hire and most recent date assigned to current class and grade, to the extent required in accordance with the provisions of Section 6-509.2 of the Education Article of the Laws of Maryland. The list will be provided on a mutually agreed upon data transfer media.

SECTION 8 — Use of School Facilities

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

SECTION 9 — Agreement Copies

Upon ratification by the parties and final budget approval, this Agreement will be posted online within 45 days of final approval. Before posting, the PDF final document will be approved by both parties. In addition, an agreed upon number of copies of this agreement shall be reprinted and made available to employees covered by this agreement. Cost of reproduction of copies of the Negotiated Contract and the Regulations for Supporting Personnel will be shared by the Union and the Board. The Negotiated Contract will be printed in the Board's printing facility by Union bargaining unit members represented by the Union. Current changes to the agreement shall be printed in a manner to highlight each change in the original printing of the new contract.

SECTION 10 — Dues Deductions

A. The Board agrees to deduct from employees' salary checks the amount of the Union membership dues for employees authorizing such deduction. Deduction shall be made on a biweekly basis, with dues to be withheld in accordance with amounts certified to the Board by

the Union, based upon the established dues schedule. The Board agrees to remit a check biweekly to the Union for the total amount of dues deducted for that period. Deduction authorization, to be accepted by the Board, shall be authorized on the form and according to regulations as shown on the Authorization Card or previously accepted authorization cards.

B. Revocation of Payroll Deduction

An employee may revoke authorization for payroll deduction of payments to the union by providing signed notice to the Employer's payroll office and the union within 10 days before or 20 days after the employee's original membership date on a union prepared form that is available on both the Union and the Board website, with paper copies available to employees upon request. Deductions will be discontinued within 30 days of proper notice. The union agrees that the Board is to be held harmless for any claims regarding the application of this provision.

- C. In addition to payroll deduction of Union membership dues, the Board will provide that, whenever properly authorized in writing, the payroll deductions listed below will be made:
1. Unified membership dues.
 2. Education Systems Employees Federal Credit Union.
 3. Tax Sheltered Annuities (including Mutual Funds).
 4. Group Insurance to include health, medical, vision, dental and life.
 5. US Savings Bonds.
 6. United Way.
 7. Virginia and D.C. State and/or local income taxes for personnel will be deducted.
 8. Premium for the Union sponsored insurance program.
 9. Voluntary political contributions.

SECTION 11 — Organization Involvement Leave

When the need arises, officers, stewards and members designated by approval of the Executive Board of the Union may attend essential local, state and national meetings with no loss of pay or personal or annual leave. A total of two thousand (2,000) hours, aggregate and cumulative for all employees, shall be allowed for this purpose in any school year, of which number unused leave hours up to one-half of the annual entitlement may be deferred for actual use until the next school year. The Board shall be reimbursed by the Union for the cost of any substitutes used if in fact they are so engaged.

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

- B. Generally, no more than one (1) person from any work location may be authorized leave at the same time under the provision of this section. Exceptions may be granted by Chief Human Resources Officer.
- C. No individual employee will generally be permitted to utilize more than two consecutive days except for approved conferences nor more than twenty (20) total days of this leave. The twenty (20) day limitation does not apply to elected Union officials.

SECTION 12 — Work Rules

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

SECTION 13 — Joint Committees and Workgroups

Either party may reopen negotiations for the second, third, or fourth year of this Agreement to negotiate health and safety, temporary employees, and/or employee training. Recommendations of the workgroups will be taken into account during these reopeners. Negotiated language will replace existing language where appropriate.

A. Health and Safety Committee

Each school/worksites shall have a Health and Safety Committee to monitor health and safety issues. The committee will work collaboratively to seek solutions to any concerns. The committee will be composed of the building principal/site supervisor or designee, a Local 2250 Union representative, a teacher representative, the school nurse, and a member of the building operations staff. Meetings shall be held monthly as needed. This language does not replace or bypass established processes, appeals, or grievance procedures in the negotiated agreement. PGCPS Administrative Procedures will be used to support actions needed outside of the worksite.

B. Virtual Bid Committee

The Board and the Union shall form a joint committee to study the virtual bid process. The committee will meet once each month during the months of August, October, and November of 2022 and January 2023. The committee will sunset on January 31, 2023. The committee will comprise a maximum of four (4) representatives of Local 2250 and four (4) representatives of the Administration. The committee will make recommendations to the CEO for consideration by March 2023.

C. Pilot Voluntary Transfer Program Committee

The Board and Union shall also form a joint committee to review the pilot program results. The joint committee will meet by October 31, 2022, to discuss matters of mutual concern prior

to completing full implementation of the proposed voluntary transfer pilot process for school-based support staff.

D. Food Service Employee Committee

The Board and the Union shall form a joint committee to study matters of mutual concern. Staffing ratios for Food Service employees will be based on industry standards including meal participation rates, school level, and building configuration.

E. School Secretary Staffing Committee

The Joint School Secretary Staffing Committee will meet monthly during the months of July through November 2022. The committee will review current allocation formulas and related systemic information regarding school secretary staffing at the elementary, middle, and high school levels and make recommendations for improvement to the Chief Executive Officer by November 30, 2022. The committee will sunset on November 30, 2022. The committee will comprise a maximum of five (5) representatives of Local 2250 and five (5) representatives of the Administration. Committee members will elect a chairperson and recorder at the first monthly meeting in July 2022.

F. Security Services Committee

Beginning no later than October 1, 2022, a staffing committee will focus on researching staffing ratios necessary to maintain safe schools on a year-round basis. The committee will be composed of four (4) members selected by the Union, and four (4) selected by the Administration. Recommendations made to the CEO by March 1, 2023.

SECTION 14 — School Based Management

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

**SECTION 15 — Seniority Protection
for Represented Employees**

If as a result of any Board action a Board employee who is not part of the bargaining unit for which the Union is

the sole and exclusive bargaining agent and such Board employee would be identified in Article 2 - Sec. 1, 2, 3, and 4 of the Negotiated Contract, and reduced in rank and/or compensation for a position in the bargaining unit for which the Union is the bargaining agent for those employees, no existing member of said bargaining unit shall suffer a loss in job classification, grade, step or compensation by virtue of the placement of a non-bargaining unit employee into a position for which the Union is exclusive bargaining agent.

**SECTION 16 — Leave for ACE/AFSCME,
Local 2250's President**

The Board shall release the person duly elected as President from normal assigned duty to function on a full time basis for ACE-AFSCME, Local 2250. ACE-AFSCME, Local 2250 will reimburse the Board for the salary and fringe benefits the President normally would receive on a 12 month basis. Reimbursement will occur based upon billing procedures of the Board.

SECTION 17 — Leave for Union Members

Shop stewards officially designated by the Union may process official grievances and conduct contract related Union business in a manner least disruptive to school system business only after receiving approval from the appropriate administrator to leave his/her job or assignment. Approval shall not be arbitrarily denied. Disputes concerning denial will initially be resolved through ELRO. Disciplinary meetings will be rescheduled if a union representative is denied attendance. The Director of Labor Relations will be provided with a list of Union authorized stewards and the list will be updated by the Union as needed. Site administrators will be advised of the identification of any shop steward(s) at the work location.

SECTION 18 — New Employee Orientation

The Union shall have the opportunity to attend new employee orientation sessions conducted by the employer at the designated location and time established by the employer. The employer shall provide at least ten (10) days advance notice of orientation sessions when possible, and at least two (2) work days' notice prior to the modification of scheduled sessions. The Union shall have sixty (60) minutes during the session to provide a formal presentation, explain contractual rights, and provide employees with information regarding Union benefits, rights and obligations.

ARTICLE 7 - PERSONNEL POLICIES

SECTION 1 — Disciplinary Action

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

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

SECTION 2 — Announcements of Job Opportunities

- A. **All vacancy announcements are posted online and accessible through iRecruitment in Oracle Self Service or future applicant tracking system. All vacancy announcements shall be posted online internally for 7 calendar days and then posted internally and externally for the final 7 calendar days. Technology equipment for review of vacancy announcements will be available at every worksite. Human Resources will provide employee training on iRecruitment or future applicant tracking system and receive opportunities for ongoing training.**
- B. Reasonable effort will be made to publicize information on allocation of summer positions as early as possible.

SECTION 3 — Salary Notification

The Board shall provide each ten (10) month employee with a notification of any anticipated change of assignment for the coming school year and **any related salary changes**. Such notification shall be provided at the earliest practical date, but normally **by their last scheduled workday for the school year**, preceding the opening of the school year. If the notification of salary and assignment **is not sent by their last scheduled workday for the school year**, a separate notification concerning the employee's status for continuing employment will be sent by June 30.

SECTION 4 — Employee Evaluation

Each employee shall receive an annual employee evaluation conducted **at the end of each fiscal year, on or before June 30**. The Board shall provide each employee with a copy

of the annual employee evaluation. **Employees must be evaluated using the processes outlined in the Employee Evaluation Handbook provided annually through the Office of Employee Performance.**

- A. Within five (5) days from date of evaluation, an employee may request a conference with the person who evaluated him or her and the next line official to discuss any comments with which there is disagreement.
- B. Any employee who continues to disagree with his or her evaluation may submit a rebuttal in writing that shall be sent to the Chief Human Resources Officer and made a part of his or her personnel record.

SECTION 5 — Pay Periods

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

SECTION 6 — Pay Procedures for Ten Month Employees

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

SECTION 7 — Regulations for Supporting Personnel

A revised copy of the Regulations for Supporting Personnel shall be distributed along with each copy of the Negotiated Contract, and a copy of this negotiated agreement and the Regulations for Supporting Personnel, shall be provided each separate department in the schools, the central office, the central garage and the building services shop. Copies of any proposed changes to the Regulations for Supporting Personnel shall be distributed to the Union thirty (30) days in advance of implementation when administratively feasible, except in case of emergency. The Union will be granted the opportunity to meet and confer with the Board on said changes.

SECTION 8 — Overtime

- A.** An employee called to work outside his or her regular work day shall be paid for a minimum of two (2) hours at the rate of time and one-half (1½) so long as such time is not an extension of his or her regular work day or extending the beginning or ending time of the shift. If overtime comes at the beginning or end of a regular shift when the employee would normally work, he or she will be paid only for the actual time worked.
- B.** An employee called from home to work overtime will be paid for travel time up to a maximum of one (1) hour.
- C.** Overtime shall be distributed equally to employees on a rotating basis working within the same job location or school and who are qualified, and who are within the geographical area, excluding Transportation employees, who are covered in Section 27 of this Article. Supervisors shall notify employees if they have been assigned to work overtime. If notification is verbal it will be followed up with an email or written memorandum notification of the assignment within two (2) work days at the employee's request. If an employee's request for overtime approval is denied a reason will be given and the supervisor takes responsibility for the situation.
- D.** Overtime is defined as work performed in excess of the normal work week. Overtime will be authorized only when it is the most practical and economical procedure for the accomplishment of essential work.
- E.** All work up to forty (40) hours will be compensated at the regular hourly rate. Work in excess of forty (40) hours will be compensated for at one and one-half (1½) the regular hourly rate. Work in excess of forty (40) hours performed on Sunday will be compensated for at twice the regular rate.
- F.** Employees will have the option each time overtime is authorized to select either pay, compensatory time, or a combination of both, with a maximum accumulation of compensatory time of 140 hours, and the entitlement to use the compensatory time within a reasonable period after making the request if the use of the compensatory

time does not unduly disrupt the operations of the employer. All existing compensatory time (in either the Voluntary Compensatory Leave program or the "snow walk-off time" records – or any other similar records of such leave at the time of the execution of this agreement) will be transferred to a new single compensatory leave account for each employee or paid out in salary at the request of the employee as soon as possible after the execution of this agreement.

- G.** When central offices have been closed due to a weather emergency, the following will apply:
 - 1. Emergency personnel completing sixteen (16) hour shifts at a point in time where there are fewer than eight (8) hours remaining before the employee is scheduled to report for the next regular duty day will be given the flexibility of delaying the beginning of their next regular eight (8) hour shift to a point in time subsequent to the regular starting of their shift and the point in time which is eight (8) hours subsequent to the conclusion of the emergency overtime shift.
 - 2. When the hours worked during a weather emergency will not result in a work week in excess of forty (40) hours, the compensation will be determined in accordance with Paragraph F of this Section at the rate of time and one-half (1½).
- H.** Food service employees shall receive wages or compensatory time in accordance with Paragraph F of this Section at one and one-half (1½) times their regular hourly wage for all work performed beyond the school day and on days schools and offices are closed with the exception that if the Food and Nutrition Services Department should establish a catering service, those employees would receive overtime compensation in accordance with Paragraph F of this Section after forty (40) hours of work a week.

SECTION 9 — Mileage for Official Board of Education Business

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

- A.** Authorized business travel for reimbursement purposes is defined as any travel directed by a principal or department head. Employees who are required to report to work locations other than their regular assigned work locations will be paid mileage reimbursement for those miles which are in excess of their normal daily commuting mileage.

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

SECTION 10 — Seniority

Seniority means the length of continuous service of a permanent employee in a specific classification within a grade on a particular pay table except as hereafter provided. A break in service is defined as a separation for more than 15 months.

- A. If a permanent employee is returned to the class previously held on the same pay table at a lower grade, the employee shall, for purposes of measuring seniority in the lower grade, be credited with the length of service at both the higher grade and at the previous lower grade, as measured from the most recent date of hire.
- B. A permanent employee who is transferred to a class within the same grade on a particular pay table shall have the same seniority as if he or she had been in continuous service in the new class, as measured from the most recent date of hire.
- C. A former employee, upon reappointment to a permanent position in the same classification, shall be granted full credit for years of service with the Board of Education only to determine salary schedule placement provided that the individual previously was employed for a minimum of five (5) years and the individual is reemployed within a fifteen (15) month period.

SECTION 11 — Promotion

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

- A. The Division of Human Resources will publicize all positions by publishing an Employment Opportunity Notice which is to be posted in all schools or other offices and online. Additionally, notices of open positions will be distributed to the union.
- B. The Board will include on each Employment Opportunity Notice the minimum qualifications to be eligible for consideration. Employees shall apply for promotion as required by the vacancy announcement. If it is determined that an individual does not meet the minimum qualifications for promotion, he or she will be so advised in writing.
- C. The applications of qualified applicants for a vacant position will be provided by the Division of Human Resources to the appropriate supervisor who must

interview the three (3) most senior of the applicants referred to him or her unless he or she has interviewed the same applicant within the preceding six (6) months. In addition, he or she may interview such other applicants, as he or she desires from among those referred to him or her. When all other factors being considered are determined to be equal, seniority shall be the determining factor. Employees interviewed for **promotion** but not selected will be so notified in writing **via iRecruitment or future applicant tracking system.**

- D. When an employee is promoted or his or her position reclassified upward two (2) grades or more on the same salary scale, he or she shall be placed on the appropriate grade at that step which approximates a two (2) step increase in his or her former pay. When the promotion or reclassification is less than two (2) grades, he or she shall be placed on the next higher grade at the step that approximates a one (1) step increase in his or her former pay. The salary cannot be higher than the maximum for his or her new salary range.
- E. When an employee is promoted to a new salary scale, he or she shall be placed on the new salary scale at a step that approximates at least a two (2) step increase in his or her former pay. If the promotion is three (3) grades, the employee shall receive a three (3) step increase. Employees who did not move the approximate three (3) steps during the 2006-2007 contract year shall receive retroactive pay to July 1, 2006. This payment shall be completed by October 1, 2007.
- F. The Board will maintain a file of qualified applicants for promotion. An employee may apply for a promotion at any time.

SECTION 12 — Voluntary Transfers

School-Based Support Staff

Voluntary transfers will be administered through iRecruitment or future applicant tracking system to ensure proper tracking and efficient, consistent communication to employees submitting a transfer request.

To be effective for the SY24 school year, a Pilot Voluntary Transfer Program will be implemented in SY23 for school-based support staff.

The Board and Union shall also form a joint committee to review the pilot program results. The joint committee will meet by October 31, 2022, to discuss matters of mutual concern prior to completing full implementation of the proposed voluntary transfer pilot process for school-based support staff.

GENERAL CRITERIA

(Satisfactory Credentials/Qualifications);

- a. **Voluntary Transfer request is defined as a request for a change in school location within the same school-based support job classification and grade.**
- b. **Only school-based employees within the ACE-AFSCME bargaining unit are eligible to participate in this pilot program.**
- c. **Employees who are still within their probationary period at the conclusion of the posting period are not eligible to apply for a voluntary transfer consideration.**
- d. **Any request for a voluntary transfer must be submitted electronically as part of the iRecruitment or future applicant tracking system application.**
- e. **The Database will be developed and implemented through a collaborative effort between the Human Resource Division, Information Technology, and ACE-AFSCME.**
- f. **Between March 1 - March 31, ACE-AFSCME members will have the opportunity to submit an electronic application, via iRecruitment or future applicant tracking system for each school they are interested in transferring to and any other supplemental information in support of the transfer request to the receiving principals.**
- g. **Transfer requests are not guaranteed to be fulfilled and principals can only interview for anticipated or current approved vacancies at their school location.**

TRANSFER PROCEDURE:

- a. **The transfer applicant shall receive confirmation of their transfer request submitted via iRecruitment or future applicant tracking system.**
- b. **Candidates for transfer consideration may receive interview requests from the receiving principal or designee with approved vacancies between April 1 and July 15.**
- c. **Written acceptance from the principal and transferred employee must be received in the Division of Human Resources within one (1) week after the interview.**
- d. **Agreement to accept a transfer may be withdrawn by the transfer applicant any time before a transfer is approved by the Division of Human Resources.**
- e. **When the principal at the receiving school is reassigned after a transfer has been affected, the transferee may refuse the transfer and return to the former position only if said position has not been filled by July 15.**
- f. **Once the official notification of the approved transfer has been sent electronically from the Division of Human Resources to the transferred employee, the**

employee will be ineligible for a voluntary transfer until the next transfer window opens.

Non School-Based Support Staff

1. **Voluntary transfers will be administered through iRecruitment or future applicant tracking system to ensure proper tracking and efficient, consistent communication to employees submitting a transfer request.**
2. **Transfer requests can only be submitted for an approved vacancy. Current permanent employees will be expected to apply for positions through iRecruitment or future tracking system, thus indicating their request for a voluntary transfer.**
3. **Approved vacancies that have not been filled by employees who have been involuntarily transferred will be **posted internally for seven (7) calendar days and then posted internally and externally for the final seven (7) calendar days.****
4. **The three (3) most senior qualified applicants within the bargaining unit along with the three (3) most senior applicants in the same grade and class as the posted position (considered a voluntary transfer request) will be presented to the hiring manager to receive an offer for interview. Each manager will be required to interview at least six (6) employees.**
5. **All internal candidates who were interviewed will receive notice of the interview outcome via their iRecruitment messages (or future applicant tracking database) once their individual job status is changed or within 5 days of a job offer being accepted by another candidate.**
6. **All employees who have submitted a transfer request will be invited to attend transfer consortiums. They will have the opportunity to meet with principals who have current or projected vacancies.**
7. **All applicants will be notified of the job posting/ position status once the position is filled, via their iRecruitment messages (or future applicant tracking database).**
8. **If the same position becomes vacant within 6 months of the original job posting closing date, and is approved to be filled, HR may use the previous applicant pool to source candidates before re-posting the position. The second or third choice candidates on the internal transfer list will be offered the position. If those individuals decline the offer the next three (3) most senior in the same grade and class will be presented to the Hiring Manager for consideration of an interview prior to the position being re-posted.**
9. **Employees who receive a lateral transfer are required to remain in the position for at least one year, except for promotional opportunities, and no movement will occur between March 31 and June 30 of any**

year unless approved by HR. This does not include administrative transfers.

10. Employees who have received a voluntary transfer within a year will not be eligible for another transfer until the end of the current school year in which the transfer is being requested or one year from the effective date of the transfer being completed, whichever is greater.
11. Employees who have a current investigation pending with the Office of Employee and Labor Relations will not be eligible for the voluntary transfer process.
12. This process does not apply to the voluntary transfers within the transportation unit of 2250.

SECTION 13 — Involuntary Transfers

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

- A. **Involuntary Transfer defined:** The transfer of an employee within a specific grade and class from one work location to another. For purposes of this section, an "involuntary transfer" does not include an "administrative transfer" implemented by the Chief Human Resources Officer upon his or her determination that same is deemed necessary to improve an employee's job performance, **or to place employees returning from extended leave.**
- B. Should it be necessary for the Board to initiate involuntary transfers from any school or work location, the following steps shall be taken:
 1. Volunteers within the class and grade who are qualified for the new assignment shall be sought from the affected school or work location.
 2. If the number of volunteers exceeds the number to be involuntarily transferred, the most senior qualified employee/employees within the class and grade from among the volunteers shall be transferred.
 3. Should no volunteer be found the least senior employee/employees within class and grade in the affected school or work location shall be transferred.
 4. The employee/employees subject to an involuntary transfer shall have the opportunity by seniority, within class and grade, to select from all openings available at the time of transfer if qualified for the new assignment.
 5. If, upon the exhaustion of the above selection process, the employee/employees do not select an

available opening and one or more of such still exist, the Chief Human Resources Officer shall assign such remaining unassigned employee/employees at his or her sole discretion to whatever opening(s) remain prior to implementing the procedures set forth in Section 14 of this Article 7.

6. No vacancies shall be filled by temporary employees or new hires until all employees to be transferred have been offered all vacant positions.
7. **Employees subject to an involuntary transfer will be provided at least 10 days notice, unless there are extenuating circumstances. This provision does not apply to temporary assignment adjustments based on the needs of the school system determined by the administration.**

SECTION 14 — Reductions in Force

- A. **Definition:** A reduction in force is the termination of employment of one or more employees when it is necessary to reduce the number of employees. The following are not reduction-in-force actions and are not covered by these regulations:
 1. Separations other than for the purpose of reducing the number of employees.
 2. Terminations of temporary appointments.
 3. The return of an employee to his or her former position after temporary promotion.
- B. **Procedures:** When the employer believes it is necessary to reduce employees within a particular class because of lack of funds or other cause, the following procedures shall occur:
 1. **The union shall be provided with written notice and provided 10 business days for the union to provide suggested alternatives for consideration. If an in person or electronic meeting is held with employees, a Union Representative will be invited to attend.**
 2. **Outsourced, Temporary and Probationary Employees:** All outsourced, temporary and probationary employees in the affected classification filling an approved FTE shall be separated before any permanent employees are reduced.
 3. **Permanent Employees:** The reduction of permanent employees shall be on the basis of the following three factors:
 - a. Seniority in a particular class and grade;
 - b. Seniority with the Prince George's County Public Schools;
 - c. Where seniority with Prince George's County Public Schools is equal, skill, ability and efficiency may be taken into consideration by the Board in determining reductions in force.

4. Bumping: If a permanent employee is scheduled to be laid off, he or she shall be offered a transfer or demotion to a lower class if he or she has preference over an employee in that class in accordance with paragraph B2 of this section and is qualified for the position occupied by the employee over whom he or she has preference.

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

- C. Upon recall, employees will have the same entitlement to sick and annual leave as they had at the time of termination.
- D. In the eventuality an employee is recalled within two (2) months of their normal work year, there shall not be an adjustment to their anniversary date.
- E. A committee composed of four (4) appointees by each party will be established to study the reduction-in-force procedures set forth above and to recommend potential improvements to such process. The committee must begin meeting no later than December 1, 2015.

SECTION 15 — Job Security

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

The foregoing provision shall not apply in the event Board actions are needed to implement Federal, State or County mandates or action required by other boards having authority to direct Board activities and as a result, the Board does not have sufficient vacancies to transfer the affected employee. In such circumstances the provisions for Involuntary Transfer (Article 7, Section 13) and Reductions- in-Force (Article 7, Section 14) will apply.

No permanent employee will lose employment through reduction-in-force **without first implementing Section 14 of Article 7**, or contracting out services. Such provisions shall not apply in the event that Board of Education

actions are needed to implement Federal, State, or County mandates or actions required by other boards having authority to direct Board activities.

The Union and the Board shall establish a Joint Committee to study and address the issue of contracting out work normally performed by Local 2250 members.

SECTION 16 — Use of Substitutes

A substitute or temporary employee will not be used to fill an authorized position in excess of sixty (60) working days except:

- (1) when a qualified individual is not available to fill a position on a permanent basis or
- (2) where necessary to hold a position for a person on an approved leave of absence or
- (3) to preserve a vacancy for an employee currently assigned to a position scheduled to be eliminated (e.g., school closings, budget reductions, reorganization).

At the request of the employee when it is necessary for a Secretary or Paraeducator to cover another employee's work responsibility, and they meet the qualifications to substitute for the job, the Supervisor and Secretary/Paraeducator will discuss the impact on the employee's regularly assigned work and the Supervisor will assign priorities for work to be done and identify work that can be left undone.

Additionally, as indicated in this Article, Para-professional Educators, Interpreters, and School Secretaries may only be used as teacher substitutes or others as noted in this Article, in emergency situations (i.e., unexpected and non-recurring circumstances) for a short duration. Additionally, the following staff may not be used as a teacher substitute in any circumstance:

- Parent Engagement Assistants (PEA)
- Safety and Security Assistants (SSA)
- School Nurses

SECTION 17 — Tuition, Licensure, Training and Exam Reimbursement

A. Tuition. The Board shall reimburse employees for tuition costs up to the amount of four hundred and eleven dollars (\$411.00) per credit and for the full cost of books for approved job- related courses successfully completed, to a maximum of six (6) credits per fiscal year, when approved in advance by the Office of Staff Development and within limitation of funds budgeted. A list of all 2250 unit members who have utilized the tuition reimbursement benefit and the number of hours taken will be sent to the union upon the exhaustion of funds budgeted for this purpose. Any employee receiving such reimbursement who does not complete three (3) years of work for the Board after receipt of such reimbursement must repay to the Board the full

amount of reimbursement received. However, such reimbursement obligation will not apply if the failure to meet the work requirement was due to separation from employment due to reduction in force; if recalled, the work obligation will be reactivated. Upon request, the President of the Union will be advised of the amount budgeted for tuition and books reimbursement for non-certificated personnel.

- B. Licensure.** All employees who maintain licensure or certification that is required by law and/or is directly related to the job hired to perform shall be reimbursed expenses associated with approved testing and/or training if the course is not offered in-house. This provision does not apply to CDL licenses for bus drivers.
- C. Training and Exam Reimbursement.** Mandatory training for employees will normally be conducted during an employees regularly scheduled work day. If PGCPS cannot offer mandatory training during the regular work day, employees will be compensated at his/her regular rate of pay for time spent on mandatory training. With approval from the appropriate supervisor, an employee may be allowed to take courses offered by PGCPSS during work hours to further their professional development.

SECTION 18 — Liability Protection/Personal Vehicle

- A.** Any criminal action, civil suit, or loss or damage to personal property occurring to an employee while acting within the scope of the employee's duties and resulting from an act alleged to have been performed by such personnel in the performance of such duties shall be promptly reported to the Board or its designated representatives. The Board of Education shall provide legal counsel or at the Board's discretion may provide reimbursement for the reasonable expenses of the legal defense of any criminal charges arising from an incident occurring while the employee was performing assigned duties for the Prince George's County Public School System, provided it is evident to the Board of Education that such criminal charge is without cause or justification. Time lost by personnel in connection with any such aforesaid action shall be handled as follows:
 - 1.** Time for appearance as a defendant or witness before a judicial body or legal authority shall result in no loss of salary or accumulated sick or personal leave.
 - 2.** In case of disability, an employee's salary shall continue in full without reduction in accumulated leave. If Worker's Compensation payment is forthcoming, the amount shall be deducted from the salary.

3. In the event that total disability results due to the incident mentioned in this section, the Board of Education shall pay the difference between the compensation payment and the contractual salary of the employee without reduction of accumulated leave.

- 4.** The length of time for which one receives compensation under this section shall be determined by the Worker's Compensation ruling.
- B.** Each employee shall be reimbursed in the sum of not more than three hundred dollars (\$300.00) per occurrence for proven destruction of clothing, including eyeglasses and contact lenses, caused by an act performed in the performance of his or her duties.

SECTION 19 — Food Service Employees

- A.** The specific duties and responsibilities of the custodial personnel as related to the kitchen and cafeteria area shall be made known in writing to the Food Service manager of each school. **Custodial staff is responsible for removing trash, mopping, cleaning restrooms, and placing work orders when needed. Food and Nutrition Services is responsible for all other cleaning duties.**
- B.** If necessary, reduction in the hours of Food Service employees below the hours established for the beginning of the school year due to reduced participation shall be made no more than once during a school year. The adjustment, if necessary, shall be based on average participation through January. It is understood if an employee's hours increased above the level established at the beginning of the school year, as a result of an increase in participation, the employee's additional hours may be reduced at any time if the increase in participation does not continue.
- C.** Involuntary transfer of Food Service employees will be accomplished on a seniority basis, as long as the person is qualified to perform the necessary job function.
- D.** Food Services Assistants who operate satellite facilities shall be titled Food Services Satellite Leader. **Food Services Satellite Leader positions shall be compensated for 7 hours per day.**
- E.** Food Services Field Representatives shall be titled **Food Service Specialist.**
- F.** No food service 10-month employee shall be required to work between June 30 and August 1, except for unusual circumstances.
- G.** The Board will notify the Union sixty (60) days when administratively feasible before the implementation of any additional program outside of breakfast and lunch programs. The Union will be granted the opportunity to meet and confer on additional programs.

SECTION 20 — Central Garage

- A. All personnel will be assigned on an as needed basis.
- B. Budgeted mechanic positions will not be filled with garagemen or trades helpers.
- C. A foreman or mechanic will supervise all work done by trade's helpers.
- D. Road calls will be assigned to personnel who have displayed the proper aptitude and ability for this type of assignment. When an employee dispatched on a road call requests assistance, an additional employee shall be dispatched to accompany and assist him or her when available.
- E. In addition to peer-to-peer training, the Board will provide **8 hours of annual in-service manufacturer or vendor training for Central Garage employees. The Board will provide appropriate funding for training required by the Administration.**
- F. When stolen or damaged tools are replaced in accordance with current procedures, the replacement will be of the same quality and brand if available of the tools stolen or damaged. It is understood that replacement of damaged tools is limited to tools, which have been damaged beyond the control of the employee and not as a result of negligence or carelessness on the part of the employee or through normal wear and tear. The Central Garage shall notify any employee who does not have a tool inventory list on file in the Central Garage office. A tool inventory list shall be provided to each employee semi-annually for comparison of the office list with his or her own tool inventory.
- G. The working day of full-time Central Garage personnel shall be scheduled so as to permit a thirty (30) minute duty-free lunch period.
- H. Central Garage Executive Board members shall meet quarterly with the Supervisor of Garage Operations to discuss matters of mutual concern. Central Garage Executive Board members and shop stewards shall meet semi-annually with the Supervisor of Garage Operations to discuss matters of mutual concern. Such meetings shall not interfere with the normal operations of the Central Garage.
- I. Consistent with safety, feasibility and budget limitations efforts will be made to provide heat in an appropriate location on bus lots. A labor management committee consisting of four representatives from labor and four representatives from management will meet quarterly. The purpose of the committee will be to discuss the suitability of current working conditions at each bus lot and the feasibility of an enclosed garage at each lot.
- J. For the duration of this agreement, Central Garage employees Grades 10-20 will receive an annual reimbursement of **\$1500** for tools. Management can require that employees use their next tool reimbursement to purchase required tools for their specific position based on the list provided by management. A receipt verifying purchase of such tools will be required prior to reimbursement. Tools may be purchased through the Purchasing Department up to the amount of the tool allotment. All electronic tools and electronic communication devices are expected to be fully charged when reporting to work.
- K. Asbestos Medical Monitoring — Any employee who is employed in a position whose job activity causes them to break, cut into, tear out, or otherwise disturbs asbestos or asbestos-containing materials, or who shall be obligated to work in such areas while this activity is taking place, will have an entitlement to annual medical monitoring at Board's expense either at a medical facility of the Board's selection or at one of the employee's own choosing, the Board being the sole determinant therefore. Such medical monitoring shall consist only of such services as are from time to time approved and authorized for employees of the State of Maryland with Level II exposure, as such services and Level are defined pursuant to Executive Order 01.01.1983.09, April 13, 1983. If any employee refuses to work with asbestos, he or she shall not be eligible for medical monitoring unless previous Level II exposure to asbestos as a Board employee can be documented.
- L. The Board shall provide appropriate replacement of First Aid materials for each garage and bus lot upon being notified of need. Appropriate safety items such as safety goggles, gloves (rubber, latex and nitril), and glasses shall be provided at all Central Garage locations.
- M. All central garage employees will be provided the opportunity to be trained in First Aid including the course which leads to CPR certification.
- N. All garage personnel shall have access to lunchrooms at their work site one half-hour before and after each shift change in addition to lunchtime for each shift.
- O. All central garage employees who are assigned to uncovered lots shall receive an additional five (5) percent wage increase. Automotive service attendants and tire specialists and any employee assigned to the lubrication vehicle shall receive an additional 5% wage increase.
- P. **PGCPS will reimburse employees the cost of the renewal of the CDL License within the Division of Operations.**
- Q. **All shift work employees will be paid a differential of 5% for the evening shift and 10% for the night shift. No current employees will be mandated to work shift work unless they voluntarily apply for and are chosen for such work.**

SECTION 21 — Non-School Based

Administrative Office Personnel

- A. The Board shall provide parking spaces within a reasonable walking distance of the administrative office building.
- B. The Board shall provide soft drink, potato chip and cracker machines for all central office buildings.
- C. All non-school based Administrative Office Support Personnel shall be eligible to utilize 8-hours of leave annually for job related professional development training by an accredited professional organization, approved by their Supervisor. The expense of the training will be subject to funding availability. The equivalent of eight (8) hours of in-service training will be offered each quarter of the school year.

Administrative Office Support Personnel who receive an approved National Certification will receive a one-time stipend of \$1,000 for the first year of the certification and an additional \$1,000 stipend for each year the certification is maintained. A maximum of one certification will be paid annually.

- D. In the event of hazardous temperatures or environmental conditions, the Chief Human Resources Officer may close an office at his or her discretion.
- E. There will be a liberal leave policy in effect for central office personnel when schools are closed due to inclement weather.
- F. There will be a liberal tardiness policy in effect for Central Office personnel when schools are closed or there is a delayed opening due to inclement weather.
- G. Printing Services, Bindery Workers, and Press Operators shall be entitled to a \$150.00 tool reimbursement each year. Management can require that employees use their next tool reimbursement to purchase required tools for their specific position based on the list provided by management. A receipt verifying purchase of such tools will be required prior to reimbursement.
- H. No Technology Technicians will be required to use their personal cell phones for business purposes. Information Technology employees shall be entitled to reimbursement for all mandatory certifications and be allotted up to two (2) days per year for professional development/education/training opportunities by accredited professional organizations with costs to be reimbursed with signed pre-approval by Supervisor. Technology technicians will be provided all necessary tools by the board.
- I. Information Technology System Support Professionals required to report to the worksite during an emergency will be compensated per Administrative Procedure.
- J. Information Technology Support Professionals will have access to a work area and telephone in all schools.

- K. All central office employees with administrative responsibilities will be provided a desktop or laptop or similar portable device by the employer.
- L. Technology System Support Personnel – All School-based Information Technology System Support Personnel shall be under the general supervision of the Building Administrator. They shall be under the direct supervision of the **IT Supervisor** for the following:
 - a) specific evaluations,
 - b) job requirements and expectations, and
 - c) training referrals.

SECTION 22 — Security Services

- A. Consistent with safety, feasibility and budget limitations, efforts will be made to provide sworn special police officers with laptop/desktop computers or similar portable device.
- B. Sworn special police officers are provided with handcuffs and a badge.
- C. Available summer positions will be offered with consideration given to the needs of the specific program and to seniority.
- D. Security employees shall be entitled to reimbursement of mandatory certifications, photos and finger printing.
- E. **Security Services employees who hold and maintain special certifications shall receive one \$2000 annual differential. Security Services employees must submit the requisite verification of the following special certifications to be eligible for the differential. Employees who fail to renew the required special certifications prior to the expiration date may risk eligibility for the differential. Once the above conditions have been met, employees who hold at least one of the following certifications will be eligible for the differential:**
 - Crisis Prevention Institute Instructor
 - Field Training Officer
 - Cardio Pulmonary Resuscitation (CPR) Instructor
 - Certified Police Instructor
- F. **All security alarm technicians shall be entitled to an annual tool reimbursement of \$300.00 per year. Alarm technician helpers shall be entitled to an annual tool reimbursement of \$200.00 per year. Management can require that employees use their next tool reimbursement to purchase required tools for their specific position based on the list provided by management. A receipt verifying purchase of such tools will be required prior to reimbursement. All electronic tools and electronic communication devices are expected to be fully charged when reporting to work.**

**SECTION 23 — Professional School Nurses
and Vision-Hearing Technicians**

- A. If reassignment or transfer of employees should be required, the Board will give as much advance notice as possible of such anticipated reassignment.
- B. The Board shall provide a separate telephone for the use of professional school nurses. The phone shall have 911 access.
- C. The working day of full-time professional school nurses shall be scheduled so as to permit a thirty (30) minute duty free lunch period. A professional school nurse who leaves the building during his/her duty-free lunch period will sign out and back in at the front office and leave information as to where and how he/she can be contacted in case of an emergency. Lunch periods may not be extended through use of break time. Professional school nurses shall be paid for their 30-minute lunch if it is not duty-free.
- D. Professional school nurses shall not be required to work beyond the regular workweek without compensation in wages or compensatory time. **The duty day for professional school nurses shall be eight (8) hours per day with eight (8) hours of compensation.**
- E. The Board shall install air conditioners in Health rooms in accordance with need and availability of funds.
- F. Re-certification training in CPR for professional school nurses will be conducted within the prescribed number of working days where feasible. If the CPR recertification course is not made available during the duty days, the Board will grant professional development leave (in the Oracle System) up to six (6) hours with supporting documentation and reimbursed through I-Expense up to \$80 with a receipt.
- G. Professional school nurses and vision-hearing technicians desiring to attend job-related workshops scheduled during the duty day may submit a request to the Health Services Supervisor for consideration.
- H. Professional school nurses will not be required to substitute for teachers. **When professional school nurses are required to substitute for a nurse at an additional school which is not their assigned school while maintaining responsibilities at their current school, they shall be paid \$18.00 per hour in substitute pay in addition to their base wages.**
- I. Except in emergencies, professional school nurses will not normally be required to discipline students except those who are confined to the health room for health reasons.
- J. On days preceding scheduled non-workdays or days when schools are closed early (not scheduled early dismissal days) professional school nurses shall be

permitted to leave their school building after student dismissal and after their assigned responsibilities are met as determined by the school administration.

- K. The Board will make reasonable efforts, subject to both space and financial limitations, to provide a laptop computer or similar portable device for professional school nurses. The Board will provide all nursing staff at each school with a private and safe working place that includes a sink, bathroom, telephone, and appropriate storage for supplies and medication.
- L. All professional school nurses who are nationally board certified in school nursing and not qualified for grade 13 will receive a \$2,000 annual differential.

All professional school nurses with a Masters Degree in Nursing will receive a \$1,500 annual differential.

SECTION 24 — Paraprofessional Educators

- A. Paraprofessional educators are entitled to receive instruction from the teachers with whom they work on at least a weekly basis.
- B. When a reduction in force is necessary, all paraprofessional educators regularly employed by the Board shall be deemed of one class and the provisions of Section 15 shall apply, unless a paraprofessional educator who is the subject of such provision has specialized training, such as an interpreter or similar type of special education paraprofessional educators, in which event the Chief Human Resources Officer may establish a separate class for persons of such extraordinary qualifications. Said employees shall be placed in other jobs for which they qualify.
- C. The equivalent of two (2) days of in-service training will be provided each school year.
- D. All paraprofessional educators working full-time summer positions of five or more daily hours shall be entitled to a thirty (30) minute duty-free lunch period. Para-professionals assigned field trips/ community-based instructional trips and not scheduled for a duty-free lunch shall receive unpaid compensatory time.
- E. Personnel presently employed as paraprofessional educators will receive their regular hourly rate of pay for work performed as a paraprofessional educator in the summer school program.
- F. When special education students in a specific program are transferred to a different school or center for summer school, Special Education Paraprofessional Educators of that school will be augmented by Special Education Paraprofessional Educators from the feeder schools on a seniority basis, provided they possess the qualifications appropriate to the program and additional vacant positions are available.

Special Education Paraprofessional Educators will be paid a 3% differential for salary grades 4, 5, and 6.

- G. Credit for advancement to a higher grade on the paraprofessional educators salary schedule shall be given for all accredited and approved educational courses on **an official accredited college transcript.**
- H. Paraprofessional Educators will not be required to substitute for teachers except in emergency situations and for a limited and reasonable duration. Paraprofessionals who serve as a substitute teacher shall receive **\$18.00 an hour for the time they serve as a substitute.** This amount will be in addition to the Paraprofessional's regular pay and will begin on the first day that the individual provides substitute teacher coverage.
- I. Paraprofessional educators shall not be required to assist student teachers with preparation for classes.
- J. On days preceding scheduled non-workdays or days when schools are closed early (not scheduled early dismissal days) Paraprofessional educators shall be permitted to leave their school building after student dismissal and their assigned responsibilities are met as determined by the school administration.

K. Interpreters:

1. Full-time Interpreters are entitled to a planning period each workday to prepare for assigned classes and/or activities. The Interpreter's supervisor shall schedule all planning periods.
 2. Interpreters shall not be required to substitute for teachers, paraprofessional educators, or tutors except in emergency situations.
 3. All interpreter assignments that require evening or weekend work shall be made available to all qualified interpreters. If no interpreter volunteers for an assignment, interpreters will be assigned by least seniority and by the county's needs.
- L. Tuition Reimbursement – The Board shall pay the full cost of tuition and other reasonable expenses incurred by a Paraprofessional who successfully completes an approved course or professional development activity that meets the educational requirements of the No Child Left Behind Act of 2002.
 - M. Joint Committee of the Board & Union – A joint committee of the Board and the Union shall be formed to study the duties, roles, and responsibilities of the following positions: Paraprofessional Educators, Media Aides, Special Education Paraprofessional Educators, Physical Therapist Aides, Technology Support Professionals and Interpreters/translators. The Board shall develop job specifications for each of the above-mentioned positions. In addition, the joint committee shall develop a Paraprofessional

Educator's Handbook and shall also study and make recommendations regarding the use of personal funds by a paraprofessional to purchase educational equipment and resource materials.

- N. Professional development days shall include job-related training with continuing education units/ college credits.
- O. Paraprofessional educators who were former students in special education and employed under the special hiring program shall maintain employment in a job category that does not require the educational requirement of a high school diploma and shall not be reduced in salary or benefits.
- P. Paraprofessional educators will receive workshop pay at the applicable rate for their position and will be paid consistent with the payment method utilized for any teachers attending the same workshop.
- Q. Unless no other reasonable alternative is available, paraprofessional educators shall not be required to accompany any student of the opposite gender to the restroom or changing area.

SECTION 25 – Building Services Department

- A. The Building Services Department Executive Board members shall meet **monthly, if needed,** with the Director of Building Services to discuss matters of mutual concern. The Building Services Department Executive Board members and shop stewards shall meet semi-annually with the Director of Building Services to discuss matters of mutual concern. Such meetings shall not interfere with the normal operations of the Building Services Department.
- B. When stolen or damaged tools are replaced in accordance with current procedures, the replacement will be of the same quality and brand, if available, of the tools stolen or damaged up to the quality which is the standard for the trade.
- C. All Building Services employees shall receive in-service training as needed and as determined by a joint labor management training committee. The Board will study the training programs requirements for Building Services Department personnel to determine if additional training programs are needed, such as more in- service, workshops, specific course offerings incorporated into the adult education program and apprenticeship type training experience.

The Union and the Board shall establish an apprentice program for all skilled trades no later than January 1, 2023. The Board shall cover the full cost of the program. **Both new hires and incumbent employees shall be eligible to participate in the Apprentice program and participation for current employees shall not be unreasonably denied.**

- D. The working day of full-time Building Services Department personnel shall be scheduled so as to permit a thirty (30) minute duty-free lunch period.
- E. Uniform personnel evaluation procedures will be followed.
- F. The Board will provide an asbestos safety orientation program for all Building Services Department employees.
- G. In addition to the orientation program, Building Services Department employees whose daily duties require them to come into contact with asbestos will be provided comprehensive asbestos safety training.
- H. Asbestos Medical Monitoring – Any employee who is employed in a position whose job activity causes them to break, cut into, tear or otherwise disturb asbestos or asbestos-containing materials, or who shall be obligated to work in such areas while this activity is taking place, will have an entitlement to annual medical monitoring at Board's expense either at a medical facility of the Board's selection or at one of the employee's own choosing, the Board being the sole determinant therefore. Such medical monitoring shall consist only of such services as are from time to time approved and authorized for employees of the State of Maryland with Level II exposure, as such services and Level are defined pursuant to Executive Order 01.01.1983.09, April 13, 1983. If any employee refuses to work with asbestos, he or she shall not be eligible for medical monitoring unless previous Level II exposure to asbestos as a Board employee can be documented.
- I. First consideration for overtime shall be given to the 700 shop for work that is normally assigned to the 700 shop.
- J. In-service training opportunities will be made available to employees in the 700 Shop.
- K. For the duration of this agreement, permanent Building Services Department employees on Grade 13 or higher and assigned to the Electric, Glass and Paint, Grounds, AHERA (Asbestos), Electronics, Carpentry, Roofing and Sheet Metal, Heating, Ventilation and Air Conditioning shops will be eligible for an annual tool reimbursement of **\$500.00** and grades 10 through 12 will be entitled to **\$400.00** Management can require that employees use their next tool reimbursement to purchase required tools for their specific position based on the list provided by management. A receipt verifying purchase of such tools will be required prior to reimbursement. All electronic tools and electronic communication devices are expected to be fully charged when reporting to work.
- L. The Building Services Department shall establish permanent promotional procedures. The procedures shall include language that gives priority consideration to experience and seniority when considering an individual's qualifications for the position for which the employee has applied. The procedures shall be posted and made available to all building services employees.
- M. All eligible Building Services employees that are required to hold and currently hold and maintain special certifications shall receive a \$2,000 annual differential.
- N. Building Services employees must also submit the requisite verification of the current special certification to be eligible for the differential. Certification renewal is the responsibility of the Building Services employee. Employees who fail to renew the required special certification prior to the expiration date may risk eligibility for the increase. Once the above conditions have been met, the classifications eligible for differential are:
- Licensed Plumber or Gasfitter licensed by Washington Suburban Sanitary Commission (WSSC) or by a reciprocating jurisdiction accepted by WSSC; or by a reciprocating jurisdiction accepted by WSSC
 - Licensed HVAC or Restricted HVAC licensed by the State of Maryland
 - Building Services employees with a special certificate in water treatment, pool license, tank technician and asbestos abatement
 - Licensed Welder with AWS license
 - Licensed Electricians with Prince George's County (Journeyman-licensed)
 - **Locksmiths with Locksmiths certification**
 - **PGCPS will reimburse employees the cost of the renewal of the CDL License within the Division of Operations**
- O. All shift work employees will be paid a differential of 5% for the evening shift and a 10% for the night shift. No current employees will be mandated to work shift work unless they voluntarily apply for and are chosen for such work.

SECTION 26 — School Clerical Employees

- A. Involuntary transfers due to school closings or declining enrollment will be made to available positions on the basis of seniority in class and grade.
- B. The working day of school clerical personnel shall be scheduled so as to permit a thirty (30) minute duty-free lunch period.
- C. The Board shall make available summer job assignments to regularly employed school secretaries, provided they are qualified for the position, prior to these vacancies being filled from other school employees or from outside the school system.

- D. The allocation for school secretaries will be as funded in the approved school budget.
- E. The workdays set forth for School Clerical employees in Table 700 will be scheduled at the beginning of each fiscal year.
- F. The Board and the Union will begin to study the current staffing ratio for school office employees no later than October 1, 2018. This committee will meet on a regular basis to be determined by the committee.
- G. The equivalent of one (1) day of certified in service training will be provided each school year.
- H. A study will be conducted to determine the need for summer clerical help in the schools, including the feasibility of twelve- month employment.
- I. School secretaries working in their regular assignment during the summer will be paid at their regular hourly rate.
- J. Successful completion of Board sponsored training programs in the use of computer terminals will be recorded in the school secretary's personnel folder.
- K. Except in emergency situations, school clerical personnel shall not be required to arrange for teacher substitutes beyond their scheduled workday.
- L. Except in an emergency, school clerical personnel shall not be responsible for disciplining students who are sent to the office for disciplinary reasons.
- M. School secretaries will not be required to substitute for teachers, nurses, etc. except in emergency situations and for a limited and reasonable duration and will be paid 50% of their hourly rate in addition to their regular hourly rate for all time worked over **30 minutes** in these situations. **Portions of hours over 30 minutes will warrant the specified additional hourly rate. For example, 31-59 minutes would warrant the full hour.**
- N. Management will consult with the union and members of the clerical unit when determining the need for allocation of professional development days for clerical employees.
- O. **On days when the school system has scheduled an early release for school-based employees, 12-month clerical employees will be permitted to leave when teachers are permitted to leave.**

SECTION 27 — Transportation Employees

- A. To the extent possible, all bus drivers and transportation attendants working overtime or receiving additional compensation for activity runs, kindergarten runs, etc., shall be paid no later than the following pay period. No bus driver may drive more than ten (10) hours daily nor have a paid duty day of more than fifteen (15) hours. For the purpose of computing a bus driver's

“driving time”, such time shall be constituted as his or her “regular paid daily work day”, irrespective of actual time devoted to driving, plus such actual time driven over and above his “regular paid daily work day”. Furthermore, no bus driver may drive in excess of ten (10) hours daily as such time includes his or her “regular paid daily work day” on more than three (3) days per Monday through Friday week, of which no more than two (2) days may be consecutive. Drivers can accept only one assignment per weekend except if no other driver without a weekend assignment bids on the assignment. The only exception shall be in the case of a postponed “trip” resulting from an event for which a driver has actually signed a commitment to drive and which has been postponed within seven (7) days of its original date.

- B. Effective August bid day, 2004, all bus drivers and attendants shall be paid at their regular rate of pay for all trips.
- C. The Board shall provide each transportation department employee with an identification badge containing the employee's picture, name, and department.
- D. Each bus driver and transportation attendant shall receive an itemized statement indicating what the driver or attendant is being paid for and the hourly rate of pay.
- E. At the beginning of the school year, bus drivers' and transportation attendants' average daily driving time (transportation attendants' average daily riding time) port-to-port will initially be predicated upon an actual estimate of the time required to run the route as determined by the Department of Transportation. When experience demonstrates that the average daily driving time port-to-port is different from the estimated time, appropriate plus adjustments will be made. These adjustments shall be made by the third pay period. Any dispute between the driver and the foreman over the time shall be resolved by the trainer or other appropriate personnel riding with the driver, if necessary, to determine if appropriate adjustments need to be made. Additionally, if plus adjustments are required, the driver or attendant will be paid from the first day the plus adjustment is necessary until the pay adjustment is made. Such plus adjustments must be completed by the third pay period of the school year. After bid day of each school year, management shall not be allowed to reduce a driver's or attendant's daily time **except as indicated in the route change language below. Management** shall be required to work with a driver or attendant to add schools, stops, or overloads to make up any time that has decreased due to adjusting the time, deletion of stops, students, or schools **as indicated in the route change language.**

Route Changes

Route changes are made in the best interest of students. When there is a need to change a route, the following options are available to Drivers and Attendants:

- Accept the route change and the new time commitment. This option maintains or increases the Driver's total hourly compensation and daily time commitment. Management shall make a good faith effort to keep the Driver's and Attendant's start and end times as close to those in the originally bided run as possible.
- Decline the change and accept a different route that maintains the Driver's hourly compensation and time commitment. This option does not reduce the Driver's total hourly compensation and it does not increase the Driver's daily time commitment. Management shall make a good faith effort to work with the driver and/or attendant on their preferred alternative run.

- F. All Bus Drivers shall be 6.5-hour employees and Attendants shall be 6-hour employees and shall be deemed full-time.
- G. Announcements of pre-school meetings will be posted prior to last duty day of the preceding school year.
- H. Employees will be paid for up to one hour for attendance at an accident review meeting.
- I. When practical and feasible extra work shall be offered to full-time bargaining unit employees prior to being offered to temporary employees.
- J. Seniority Policy

1. Determination of Seniority

A seniority list of all Bus Drivers and Transportation Attendants assigned to each lot shall be maintained and posted on the lot. The list will contain the Driver's or Attendants' name, most recent date of employment as a Driver or Attendant, and in addition a separate list for Orthopedic Drivers and Attendants will be maintained with the dates of **continuous bided runs** as an Orthopedic Driver or Attendant **in determining seniority**. Placement on the seniority list of employees employed after July 1, 1979 shall be determined by the date and time such employee was hired at the Division of Human Resources.

If an Orthopedic Driver/Attendant voluntarily change their classification for any length of time and later decides to return to the orthopedic classification, the following rules will apply:

1. There must be a vacant orthopedic run at his/her current bus lot.
2. Bidding of the orthopedic run will be done by seniority.

3. The new seniority date will be based on their most recent date of assignment.

- a. Seniority shall be based on original date of employment as a Bus Driver and/or Attendant, except in the case of Orthopedic Drivers and/or Attendants where seniority shall be based on **continuous bided runs** as an orthopedic driver or attendant **in determining seniority**.
- i. Orthopedic Drivers and/or Attendants can bid on special runs (see subsection K below) and, for this purpose, the Orthopedic Drivers' and/or Attendants' seniority shall be based on their most recent date of employment as a Bus Driver and/or Attendant, unless the special run is an orthopedic run in which case Orthopedic Drivers and/or Attendants will have priority for that run and Orthopedic Drivers' and/or Attendants' seniority shall be based on their **continuous bided runs** as an Orthopedic Driver and/or Attendant.
- b. If an employee is promoted to a higher class or grade (including lot foreman, bus driver trainer, assistant lot foreman, lead driver, auxiliary bus driver, orthopedic bus driver, bus driver), and is subsequently returned to the lower class or grade, the employee shall have seniority as if they had been in continuous service in the lower class or grade.
- c. An employee who is promoted from an attendant position to a higher class and grade on the same pay table and is subsequently returned to the attendant's position shall have seniority as if they had served continuously in the lower class and grade of attendant.
- d. An employee who has voluntarily or involuntarily been demoted to the class and grade of attendant and who has never worked in the class and grade of attendant shall not receive seniority credit for the time worked in a higher class and grade and will be treated as a new employee but will receive credit on the salary scale for years of service.
- e. Seniority among individuals with the same date of hire will be determined by a drawing of names.

2. Application of Seniority

- a. Runs shall be selected by the drivers according to seniority.
- b. The assignment of buses will be made by the Supervisor according to the seniority lists. Brand new buses are to be given according to seniority and that driver will not be entitled to another brand new bus for five (5) years. New buses shall be assigned when they are delivered to the lot. In the event that new buses are not

available at the beginning of the school year, drivers shall keep their past years' assigned bus until new buses are available unless the driver's new run requires a different type of bus. Unless there are extenuating circumstances that dictate otherwise, and which are mutually agreed to by the Union and the Board, assignment of special education buses will be from the special education drivers' seniority list. Similarly, assignment of conventional buses shall be by seniority and orthopedic buses' will come from the standard list of drivers. The Union shall have the opportunity to provide meaningful input on bus specifications. Orthopedic buses shall be assigned in the same manner as special education buses from the orthopedic list.

- c. Bus drivers and attendants may remain on the seniority list during authorized leaves of absence for no more than fifteen (15) consecutive calendar months.

K. Miscellaneous

- a. All special education, orthopedic and regular runs will be posted with a general location of stop and size of vehicle, (Example: 5 hours, Central Avenue to Surrattsville).
- b. All runs shall be **6.5-hours for Drivers and 6-hours for Attendants**. Scheduled runs will be paid rounded to the next 15 minutes.
- c. Howard B. Owens Science Center, William S. Schmidt Environmental Education Center, and the Eastern Shore site, and similar trips shall be included in the standard daily hours and shall be bid on and posted per this section.
- d. All other field trips that become available during the school year shall be bid on and posted per this section and shall be at a minimum of one (1) hour.
- e. Weekend field trips shall be posted similarly and shall be at a minimum of three (3) hours.
- f. All known athletic runs that begin after 4:30 p.m. will be posted every Monday and bid on as **biddable** trips per this section.
- g. After bidding on an orthopedic run or special run on bid day, an orthopedic driver or attendant may not vacate that run until all bidding is completed.
- h. Orthopedic drivers and attendants shall bid first for the orthopedic runs and shall have priority for that type of work.
- i. If the driver is absent on bid day and the driver has not made prior arrangements in writing for a **proxy** to bid for them, the **Foreman/Assistant Foreman** will make a run assignment after all drivers present have bid their runs.
- j. All runs that become available during the year shall be posted within seven (7) days and remain posted three (3) working days.
- k. All "delayed" mid-days or extra runs shall be included in the standard daily hours and paid starting bid day.
- l. An available run will be assigned to the most senior driver bidding on the run. The successful bidder may bid on any and all additional runs which become available during the remainder of the year. The successful bidder may take his or her bus with him or her to the vacant run, provided it is appropriate and compatible for the run. The run vacated by the successful bidder will be re-bid as above and the run vacated by this second successful bidder will be assigned to a new employee. In the eventuality the run vacated by the second successful bidder is an orthopedic run, the orthopedic run will be re-bid, and the run vacated by this third successful bidder will be continually bid as long as it is an orthopedic run. New employees shall be assigned to the buses and runs remaining.
- m. On or prior to the date for bidding, all non-public school runs will be clearly designated on the bidding board and bus drivers will be advised about these runs which are subject to a different calendar than the public school system; e.g., runs may be made on dates public schools are closed or not made on dates public schools are open. In addition, at the time of bidding, drivers will be provided with the most recent information concerning the details of the non-public school run as such details are known by the Transportation Department.
- n. Athletic and FAB drivers shall be 8-hour employees.
- o. There shall be established a minimum of at least one (1) 8-hour Trip Driver position per lot.

L. Special Runs

Kindergarten Head Start, work-study, etc., runs shall be assigned at the beginning of each year. When a run becomes available during the year, it shall be posted on the lot for three (3) working days. The new selection cannot, in any way, interfere with the driver's existing assignment (regular or other special type). These special runs will be re-posted at the beginning of each year, or when they become available. Drivers' daily time may exceed eight (8) hours by making these selections provided the selection conforms to the limitations described in Section J, #1 above. The Board shall provide a sign-up sheet at each lot to allow permanent drivers and attendants, including special education

drivers and attendants, to sign up as substitutes for such vacant runs that become available of absences of auxiliary drivers or breakdowns. The substitute signup sheet shall be provided for kindergarten, work-study, activity, extra, or any middle-of-day runs that become available. The Bus Lot Foreman will assign the special run to the first available driver or attendant. When two or more drivers or attendants are available at the same time, the assignment will be offered to the most senior driver or attendant present. Nonpublic drivers or attendants shall be allowed to bid on all extra work (Example: Midday runs, kindergarten) that do not interfere with their regular run(s). Orthopedic drivers and attendants who sign up will be given priority for orthopedic work which will then be assigned by orthopedic seniority provided that the special run does not result in a schedule that exceeds 40 hours in a week. If there is no orthopedic work available, their regular seniority will be used. The daily signup sheet shall be made available from opening to closing of business so that drivers and attendants may check theirs' and other's assignments and will continue to be used for offering available assignments.

M. Activity Runs

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

N. Trips

Trips may not interfere with an a.m., p.m., other special type runs, nor may they interfere with safety meetings. Transportation Office Personnel, auxiliary drivers and substitutes shall not be permitted to take trips except in the case of an emergency. When an orthopedic bus is used to take a group of orthopedic children on a trip, the orthopedic transportation attendant is authorized to accompany the children on the trip.

O. Athletic Runs

Athletic drivers shall have priority over ALL athletic trips before being posted as biddable work. Drivers who currently bid to be Athletic Drivers shall choose athletic trips, weekly. Management will attempt to cover non-athletic runs with other Drivers; however, if Athletic Drivers are needed, they will be returned in time to resume the

remainder of their athletic run. Athletic Drivers may only be assigned additional runs during athletic runs after a determination has been made by the onsite Administrator that the athletic teams are in a safe environment. This communication will occur between the onsite Administrator and the Foreman/Assistant Foreman.

P. Assignment of Buses

The seniority assignment of buses shall occur in August of each year or later (depending upon delivery of buses). This article does not prevent the Board from assigning the appropriate bus for a particular route to support the needs of the students.

Q. Transfers:

- a. A driver who is transferred from one lot to another for the convenience of the Prince George's County Public School shall take his or her bus with him or her unless circumstances dictate otherwise, and which are mutually agreed to by the Union and the Transportation Department and shall operate whatever run is available at the time. He or she shall be placed at the proper place on the seniority list for that lot and shall receive appropriate benefits. A driver who transfers for his or her own convenience shall operate whatever bus and run is available, if any, for the remainder of that school year and shall be placed at the proper place on the seniority list on the first of August.
- b. A driver who transfers or who is transferred from either the regular, special education or regular seniority list on the lot to which assigned shall be placed at the appropriate position on the seniority list according to his most recent date of hire in that classification.
- c. **A driver or attendant who voluntarily transfers to another lot for an orthopedic run may only do so if there is an open orthopedic run available.**

R. Summer Employment

These assignments shall be made upon the availability of the runs. **All employees may bid on available Summer Runs on Summer Bid Day or ask to be on the summer sub list.** Initial assignment of summer runs will be made in accordance with a and b above. **Runs are bid on by seniority.** In addition, summer runs which become vacant prior to the final five (5) duty days of the program, will be re-bid after having been posted for one (1) day. The vacancy created by the successful bidder will be assigned to the most senior applicant on the summer run list. Assignments shall be made according to the overall seniority list (orthopedic drivers and attendants are the first people eligible for orthopedic runs). All drivers or attendants who bid on runs, including recreation runs, may

substitute for other drivers who are not able to do a trip or run. A driver may accept an attendant's position, but if a run becomes available that driver (attendant) may bid on the run. Assignments shall be made for each lot. The assignments shall include for grades one (1) through six (6). Seniority will be the basis for assigning summer runs. Daily time for summer runs will include the fifteen (15) minute time credit for safety inspection. Once each calendar month, Bus Drivers shall be authorized an additional two (2) hours time credit when the bus is washed by them and verified by the lot foreman. Announcements of summer runs shall be posted as soon as feasible after runs have been confirmed.

S. Guidelines:

- a. When assigning runs, drivers will not be considered for more than forty (40) hours per week.
- b. If any run or assignment is unclaimed, the appropriate Supervisor shall assign the position.
- c. **When a Non-Ortho/Non-Public/and Non-Special Education Driver and/or Attendant covers an Ortho/Non-Public/Special Education run, they shall be compensated at the Grade 5 rate of pay differential for Drivers and Grade 2 pay differential for Attendants. Ortho seniority is not applicable.**

T. Pay Procedures for Bus Drivers:

- 1. A driver's daily time, including special runs, shall be comprised of the sum total of 30 minutes for circle check and the actual scheduled time of the run, rounded to the next 15 minutes. His or her run time is calculated upon the average daily driving time port-to-port as such is determined by the Department of Transportation.
- 2. It is understood, however, that no bus driver's daily run shall be scheduled for an average daily run, the time of which when added to any activity run and the additional daily time credits allowed shall exceed eight (8) hours per day. When drivers are required to add additional schools to their regularly scheduled routes, they will be compensated for all additional time they work outside their normal schedule, including when a run requires a driver to leave the lot earlier than their normal schedule. Also understood is no driver will be paid twice for driving during regular work schedule. Drivers will be compensated for the actual time worked beyond the regular daily hours.

3. Bus Driver's Additional Compensation:

- a. Additional compensation for bus washes shall be paid for drivers as additional time worked. Bus washes are required one (1) time each month and are expected to be completed in **three (3) hours.**

End of year bus washes take (3) three hours to complete. During winter months when weather does not permit a bus wash, two (2) bus washes shall be completed in the month where weather is not a factor.

- b. Additional compensation for safety meetings shall be one (1) hour for each monthly safety meeting attended **outside of the scheduled work shift.** Safety meetings are required one (1) time each month. Drivers who do not attend safety meetings, except in case of a documented emergency, shall not be permitted to bid on summer runs.
- c. Additional compensation for attendance at the pre-school orientation meeting shall be paid for drivers as additional time worked. Drivers with an unexcused absence who do not attend pre-school orientation meetings shall not be permitted to bid at the pre-school bid meeting and will be assigned a route unless driving for PGCPs or otherwise approved.
- d. Bus drivers shall receive additional compensation at their regular hourly rate of pay for time spent participating in a conference at a school when their participation is authorized and required by the area assistant supervisor of transportation and the conference requires time beyond the driver's daily time.
- e. The additional compensation defined above will be included in the paycheck for the reporting period in which the work was performed.
- f. **Bus drivers who are designated by the administration and serve as MVA Driver Trainer Testers will receive a \$2000 annual differential.**
- g. **Any Bus Driver who successfully bids on a non-public or dedicated special education center run shall be paid at grade 5.**

U. Pay Procedures for Transportation Attendants:

- 1. A transportation attendant's daily time, including special runs, shall be the actual scheduled run time rounded to the next 15 minutes.
- 2. A transportation attendant shall receive as additional compensation one (1) hour time credit for each monthly safety meeting they attend. Safety meetings are required one (1) time each month.
- 3. A transportation attendant shall receive as additional compensation a minimum of two (2) hours' time credit for attendance at the required pre-school orientation meeting.
- 4. A transportation attendant shall receive as additional compensation a minimum of six (6) hours' time credit for attendance at in-service training program(s).

5. Transportation attendants shall receive additional compensation at their regular hourly rate of pay for time spent participating in a conference at a school when their participation is authorized and required by the Area Assistant Supervisor of Transportation and the conference requires time beyond the attendant's daily time.
 6. The additional compensation defined in items 2, 3, 4, and 5 above will be included in the paycheck for the reporting period in which the work was performed.
 7. Attendants will receive training on emergency bus operations (the use of the radio and safely bringing the bus to a stop). This may be conducted in conjunction with the six (6) hour attendants training referred to in "4" above. Attendants will also receive all necessary safety equipment needed for the care of special education students. This credit shall be included in the standard daily hours.
 8. **Any attendant who successfully bids on a non-public or dedicated special education center run shall be paid at grade 2.**
- V. The Transportation Department will not provide home numbers of bus drivers or transportation attendants to parents.
- W. Bus drivers returning from an approved leave of absence will be paid for required retraining.
- X. The Board will conduct a study of current pay reporting procedures to assess the feasibility of including additional overtime pay, plus or minus pay adjustments and leave information on the paycheck stub and/or providing all overtime adjustments within the pay period they are worked. Transportation Department employees shall be included in the study committee.
- Y. When possible, within available budgeted resources, the Board will provide lavatory facilities in those bus lot lounges which have sewer and water hookup available.
- Z. Transportation attendants will not be required to contact parents outside of their duty day.
- AA. All bid boards (paper or electronic) shall be complete with all known routes for bid-day, including all known runs and delayed mid-days and extra runs, and ready for view by all employees no less than two (2) full days prior to bid day. Delayed mid-day or extra runs will be posted when known by the Director of Transportation. When there are changes to routes after Bid Day due to changes in student enrollment, Drivers and Attendants have the options available in route change language of Section 27 E. of this article.**

AB. PGCPs will reimburse employees the cost of the renewal of the CDL License within the Division of Operations.

AC. Auxiliary drivers – are eleven (11) month, two hundred twenty (220) day employees.

AD. Bids for all weekend runs will be awarded based upon standard seniority.

SECTION 28 — Reclassification

When a request for reclassification is received in the Division of Human Resources, the study will be completed in six months (6) months. When the study is not completed within (6) months, the employee will be notified as to the reason why, and when the study can be expected to be accomplished. Upon receipt of a request from the Union to study a particular class of employees with regard to classification the Division of Human Resources will conduct such study.

If an employee is reassigned to a higher classification performing duties of a higher level which are not normally included in his or her class for more than ten (10) working days within a thirty (30) day period, that employee will be considered to be working out of class. Employees working out of class will be paid the rate of the higher-paid classification starting the first hour of the eleventh day of working out of class. This rate shall be added to employees' pay based on actual work rather than through a pro-rated increase.

Any on the job training programs designed to upgrade employees skills shall not be construed to mean working out of class.

The Board shall conduct a pay equity/compensation study of all Local 2250 classifications to be completed by January 1, 2016.

The parties agree that there will be a joint committee comprised of four (4) members of the Union and four (4) members of the Board to meet by October 1, 2015. The committee will conduct a review of the corresponding pay tables (100, 200, 400, 500, 600, and 700) to ensure internal equity among comparable positions. This review will include the identification of a job evaluation system, which measures skill, effort, responsibility and working conditions of all bargaining unit jobs.

SECTION 29 — Smoke-Free Environment

The sale or use of tobacco products, in any form including e-cigarettes, is prohibited at all times in school buildings, on school buses, or school vehicles and equipment.

SECTION 30 — Breaks

Full-time employees are entitled to a fifteen-minute morning break and a fifteen-minute afternoon break to be scheduled by their supervisor.

A thirty (30) minute duty-free lunch will be provided to all employees, with the exception of food services employees.

SECTION 31 — Uniforms

The Board shall provide reimbursement in the amount of **\$400.00** per year to each food service employee who is required to wear a uniform, which includes specified footwear. A receipt verifying purchase of uniforms and footwear will be required prior to reimbursement. **For newly hired staff, a \$300 allotment will be provided after hire to purchase uniforms prior to start date.**

The Board shall pay for rental and cleaning of OSHA approved uniforms for members of the Central Garage and Building Services Department where required.

Building services employees may be reimbursed up to **\$200** per year for approved specialized footwear.

The Board shall provide **three (3) school system designated** uniforms **annually** for all security personnel, warehouse employees and professional school nurses. **A jacket will be provided where applicable, for all security personnel and warehouse employees.**

Employees receiving such reimbursement or uniforms are expected to wear the uniform when on duty, except that nurses may elect to wear scrubs instead of the issued uniform.

SECTION 32 — Labor Management Relations Committee

The parties agree that there shall be a committee composed of not more than four (4) members appointed by the Union and four (4) members appointed by the Superintendent. The committee will be co-chaired by the Chief Human Resources Officer/designee and the Executive Director of the Union/designee. The parties agree to collaborate in a respectful and meaningful manner and within a timeframe that provides an opportunity to formulate solutions to common issues. Within twenty (20) days of the signing of this agreement, the assigned committee members agree to schedule the training for Interest Based Bargaining. The training shall include nine (9) members of the Union and nine (9) members of management. The Committee will meet monthly to exchange views and information, address matters of interest and mutual concerns and explore opportunities for mutually advantageous ways to improve relationship between the parties and improve the effectiveness of the school system. The Labor-Management Committee will, as the parties deem appropriate, establish subcommittees to address particular topics of mutual interest that will enhance the work environment for employees as they support the advancement of student achievement.

SECTION 33 — Position Descriptions

Unit members and 2250 shall be notified of any job related changes in the official position descriptions and receive an updated copy of the changes.

SECTION 34 — Emergency Personnel

Representatives from the Union and the Board will begin meeting no later than October 1, 2018, to determine the definition and implication of emergency personnel.

SECTION 35 — 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 appropriate personnel office.
2. Application references for employment and promotion references will not be made available for review by a unit member.
3. Employees shall be informed as to where their official personnel file is maintained.
4. Employees shall have the right to review and respond in writing to all documents placed in their official personnel file, including but not limited to evaluations.
5. The employee may request copies of documents in the file and be provided with such documents in a reasonable time.

B. Supervisor Files

1. A supervisor may create private files on employees that include such things as documents and notes kept for purposes of evaluation. Such a file does not constitute an official personnel file. The existence of such a file will be made known to the employee.
2. The employee shall have the right to review the file upon request and initial and date acknowledgement of each item entered in the file.
3. The employee has the right to respond in writing to any material placed in this file.
4. The employee may request copies of documents in the file and be provided with such documents in a reasonable time.

SECTION 36 — Drug Testing

Any employee may be required to submit to drug testing and will be allowed to do so during work hours without loss of base pay. Copies of actual lab results of all drug testing will be provided to the employee at the employee's request.

SECTION 37 — Bilingual Pay

Members of the bargaining unit that achieve oral language proficiency certification through the American Council on the Teaching of Foreign Languages (ACTFL) facilitated through Language Testing International and are designated to serve

in such capacity by Administration shall be eligible for a 3% differential. A maximum of one staff member at each elementary school and two staff members at a secondary school shall be eligible. Employees where such skills are in the classification specifications are ineligible for this differential.

SECTION 38 — School Based Instructional and Technical Support Professionals

- A. All Instructional and Technical Support Professionals will receive the equivalent of one (1) day of in-service training each school year.**
- B. Itinerant Special Education Assistants (ISEA) and In School Suspension Monitors (ISSM) will not be required to substitute for teachers, nurses, etc. except in emergency situations and for a limited and reasonable duration and will be paid \$18 per hour in addition to their regular hourly rate for all time worked in these situations.**
- C. Instructional and Technical Support Professionals on days preceding scheduled non-workdays or days when schools are closed early shall be permitted to leave their school building after student dismissal and their assigned responsibilities are met as determined by the school administration.**
- D. Instructional and Technical Support Professionals working full-time summer positions of five or more daily hours shall be entitled to a thirty (30) minute duty-free lunch period.**
- E. Instructional and Technical Support Professionals working assigned field trips/community-based instructional trips and not scheduled for a duty-free lunch shall receive unpaid compensatory time.**
- F. Instructional and Technical Support Professionals will receive their regular hourly rate of pay for work performed in their assigned school year classification or position for the summer school program.**
- G. All school-based Instructional and Technical Support Professionals shall receive a desktop or laptop or similar portable device by the employer.**

ARTICLE 8 - GRIEVANCE PROCEDURE

A. Purpose

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

B. Definitions

1. A "complaint" is any problem or misunderstanding that can be settled orally between the parties involved.
2. A "grievance" is any unsettled complaint by a classified person or by the Union on its own behalf concerning any alleged violation or misinterpretation of this Agreement.
3. A "grievant" is a person making the claim.
4. The term "classified personnel" includes individuals or groups who are members of the bargaining unit covered by this Negotiated Contract.
5. A "party of interest" is the person(s) making claim and person(s) who may be required to take action or against whom action may be taken in order to resolve the claim.
6. The term "days" shall mean **official school system business days not to include Saturdays, Sundays, school system closures, and school holidays**. In the event a grievance is filed on or after June 1, the time limits set forth herein may be reduced so that the grievance procedure for ten-month employees may be exhausted prior to the end of the school term or as soon thereafter as is practicable.

C. Procedures

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

Step One

An individual with a complaint or grievance should first discuss it with his or her immediate supervisor(s) before proceeding to the Principal/Department Head. He or she may have a Union Representative

with him or her if he or she desires. If the matter cannot be resolved within ten (10) days after discussing his/her grievance with his/her immediate supervisor(s), or if the immediate supervisor refuses or fails to discuss the matter within ten (10) days of the alleged complaint/grievance, the employee may pursue the complaint/grievance in writing at step 2 below.

Step Two

If after completing step one above, the Union on behalf of the employee must submit a written statement regarding the alleged grievance to his/her Principal/Department Head within forty-five (45) days of the alleged wrong or reasonable knowledge thereof. The written statement must be on the approved grievance form and include the following:

- **Name of the grievant and signature of employee or the Union Representative on behalf of the employee**
- **Position title and work location**
- **Description of grievance and Article and Sections allegedly violated**
- **Remedy sought**

The Principal/Department Head shall meet with the employee within ten (10) days. The employee may have a Union Representative with him or her if they desire. The Principal/Department Head shall respond in writing on the grievance form within ten (10) days of the meeting.

Step Three

If the grievant is not satisfied with the decision of the Principal/Department Head or if the principal/department head fails to respond, the union on behalf of the employee, shall have fifteen (15) days to deliver either by hand, or registered mail, or email, a copy of the grievance and its response at Step 2 to the Director of Employee and Labor Relations. The Director of Employee and Labor Relations shall render a written decision within twenty (20) days from receipt of the grievance. Copies shall be sent to the grievant, the Principal/Department Head and the Union.

Step Four

If the grievant is not satisfied with the decision of the Director of Employee and Labor Relations or if the Director of Employee and Labor Relations fails to render a decision within twenty (20) days from receipt of the grievance, within twenty (20) days, the Union, on behalf of the grievant, will submit a request for arbitration either by hand, registered

mail, or email, to the Chief Executive Officer. An Arbitrator shall be appointed from a list consisting of six (6) mutually agreeable Arbitrators, three (3) Arbitrators selected by the Union and three (3) Arbitrators selected by the Board annually on July 1 of each year.

D. Miscellaneous

1. A grievance may be withdrawn at any level without prejudice or record.
2. Copies of all written decisions of grievances shall be sent to all parties involved and the Union.
3. Grievances shall be filed on the official personnel grievance form.
4. Upon written request, information not of a confidential nature which is pertinent to a grievance will be made available to the grievant.

5. A party of interest shall be released without loss of leave or salary to attend meetings held pursuant to the respective steps of the procedure.
6. If, at the grievant's request, the Union is not present during the processing of a grievance, that grievance shall not be cited as a precedent. Furthermore, the Union shall be informed of the final disposition of any such grievances.
7. If settlement or decision is reached between PGCPs and the Union, PGCPs shall make reasonable effort to carry out the agreement within sixty (60) business days unless unforeseeable circumstances prevent the processing of the agreement

ARTICLE 9 - SALARY PROVISIONS

SECTION 1 — Salary

Salaries are according to the attached salary tables.

For Fiscal Year 2023:

- Eligible employees with a hire date prior to July 1, 2022, will receive a merit (one step) increase as per Section 3 below.
- All salary scales will be increased by 5% on July 1, 2022.

For Fiscal Year 2024:

- Eligible employees with a hire date prior to July 1, 2023, will receive a merit (one step) increase as indicated in Section 3 below.
- All salary scales will be increased by 4% on July 1, 2023.

For Fiscal Year 2025:

- Eligible employees with a hire date prior to July 1, 2024, will receive a merit increase as indicated in Section 3 below.
- All salary scales will be increased by 4% on July 1, 2024.

SECTION 2 — Anniversary Date

For purposes of merit increases, anniversary dates will be October 1 for employees hired between July 1 and December 31, or April 1 for employees hired between January 1 and June 30. This date shall remain as his or her anniversary date during the entire time the employee continuously works with the Prince George's County Public Schools. Furthermore, in the event an employee is promoted, his or her anniversary date shall remain the same. An employee who is promoted after having earned

time toward a longevity pay step will be given credit for that time when moving to the last annual increment of a new grade or beyond. If the employee moves to a step below the last annual increment of the scale, he or she will be eligible to earn an increment on the next anniversary date.

SECTION 3 — Merit Increases

Employees who qualify will receive a one-step increase on either April 1 or October 1, depending on their hire date. The granting of these salary increments is based on the demonstration by the employee of an acceptable level of competence in the performance of his or her job.

- A. An employee is considered to have attained an acceptable level of competence only if his or her performance is adequate in the major aspects of his or her work. Standards must not only include the required quality of work, but also other essential elements of job performance, such as personal qualifications and conduct, which directly affect an employee's work.
- B. It is the responsibility of the individual who supervises the work of an employee to ensure that the employee understands what constitutes an acceptable level of competence and to advise the employee when his or her work is below this level. Such advice will be in writing. The employee should be made aware of his or her deficiencies at least forty-five (45) days prior to the date on which he or she can become eligible for a salary increment in order that he or she may have an opportunity to raise his or her performance to an acceptable level.
- C. When an employee's salary increment is to be withheld, he or she will be so notified in writing with the specific reasons why such action is being taken.

SECTION 4 — Longevity Increases

Longevity steps will be phased out through the following process:

- July 1, 2018; Step 14 eliminated
- July 1, 2019; Step 12 eliminated
- July 1, 2020; Step 10 eliminated
- July 1, 2021; Step 8 eliminated

SECTION 5 — Retention of Salary

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

SECTION 6 — Summer Pay Rates

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

SECTION 7 — Sponsorship of Compensatory Activity

If a compensatory emolument activity, **which includes sports, recreational and cultural activities**, has not been filled by a certificated employee, the position may be filled by a member of this bargaining unit provided that any extra time requirement would not result in any duty week that exceeded forty (40) hours further, that such bargaining unit member is otherwise qualified for the assignment. All support staff will be paid when overseeing extracurricular activities outside of their regular duties.

Coaches will be provided seven (7) days of professional leave annually, to be used to support the emolument activity. Use of leave days is for the purpose of meeting the program requirements of the PGCPS Athletic

Program only. Use of leave requires prior approval of the school administration but shall not be unreasonably denied. Leave can be taken in hourly increments. The allotment will be available throughout the duration of this Agreement.

SECTION 8 — Payroll Direct Deposit

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

SECTION 9 — Staff Development Incentives

A. Food Services

All Food Services **school kitchen** personnel on **pay table 4** shall receive a three (3) percent increase for each level of certification achieved **and maintained** for The School Nutrition Association (SNA), **up to level three (3). All Current personnel at SNA level 4 as of June 30, 2022, will be grandfathered at current level.**

Food Services personnel shall receive a one-time \$200 stipend for receiving their Food Handlers license.

B. Central Garage

1. Central Garage personnel shall receive a stipend of one hundred dollars (\$100.00) for each Automobile Service Excellence (ASE) Certification Test successfully completed.
2. Central Garage personnel shall receive a \$2,000 annual differential for active ASE Master Technician Certification.

C. Paraprofessionals

All paraprofessionals with an active state license or national certification shall receive a three (3) percent increase in pay.

SECTION 10 — Retention Bonus

All permanent employees for PGCPS as of June 1, 2022, who are still permanent employees as of September 16, 2022, will receive a \$1,000 one-time retention bonus. This payment will be made by separate payment not later than October 21, 2022.

ARTICLE 10 - DURATION OF AGREEMENT

Except as otherwise provided herein, this Agreement shall become effective on **July 1, 2022** and shall remain in full force and effect until **June 30, 2025**. This Contract contains the final and entire Contract between the parties hereto and they shall not be bound by any terms, conditions,

statements or representations, oral or written. On or before November 1, prior to a negotiation year, representatives of the Board and the Union into negotiations for a successor Agreement or agree on a timeline for doing so.

**Prince George's County Public Schools
ACE/AFSCME, Local 2250, AFL-CIO
Paraprofessional & Interpreter (100)
July 1, 2022 - June 30, 2023**

Classification	Grade	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12	Step 13	Step 14	Step 15
Paraprofessional Educator (Non- High School & Special Ed II)	01	13.88	15.40	16.51	17.42	18.53	19.56	20.58	21.34	22.41	23.46	24.64	25.84	27.14	28.50	29.35
Paraprofessional Educator (High School Graduate)	02	15.84	17.24	18.53	19.56	20.58	21.55	22.60	23.60	24.64	25.77	27.03	28.37	29.78	31.29	32.22
Paraprofessional Educator (Special Education I) Instructional Media Aide	03	17.60	19.47	20.75	21.84	23.00	24.08	25.24	26.39	27.57	28.86	30.27	31.78	33.36	35.02	36.08
Paraprofessional Educator (30 Hours College)	04	19.56	21.25	22.60	23.61	24.64	25.55	26.53	27.81	29.02	30.40	31.95	33.57	35.24	37.00	38.14
Paraprofessional Educator (60 Hours College)	05	20.48	22.24	23.61	24.58	25.60	26.53	27.57	28.82	30.23	31.59	33.16	34.81	36.56	38.39	39.55
Paraprofessional Educator (90 Hours College & College Degree)	06	21.40	23.37	24.64	25.55	26.53	27.56	28.55	29.88	31.29	32.83	34.32	36.05	37.85	39.73	40.95
Adapted Aquatics Assistant Hearing Interpreter II	09	24.74	27.03	28.43	29.55	30.67	31.84	32.98	34.32	36.11	37.85	39.67	41.65	43.70	45.89	47.29

NOTE:
Personnel on this salary table are hourly employees and are paid for actual hours worked.
Employees on this table work 190 days unless otherwise specified. Current exceptions include interpreters who work 185 days and instructional media aides who work 200 days
Standard work hours are 7 hours excluding 30 minutes for lunch

**Prince George's County Public Schools
ACE/AFSCME, Local 2250, AFL-CIO
Automotive & Maintenance (200)
July 1, 2022 - June 30, 2023**

Classification	Grade	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12	Step 13	Step 14	Step 15
Automotive Service Attendant Laborer II Warehouse Driver-Helper	10	17.12	18.53	19.66	20.66	21.34	22.56	23.51	24.69	25.80	27.01	28.32	29.68	31.20	32.76	33.75
Apprentice Sanitation Worker-Laborer Tire Specialist I Trades Helper	11	17.81	19.41	20.66	21.34	22.56	23.51	24.69	25.80	26.90	28.13	29.45	30.91	32.47	34.08	35.11
Equipment Operator I Warehouseman I Working Truck Driver	12	18.63	20.35	21.34	22.56	23.51	24.69	25.80	26.90	28.17	29.45	30.91	32.47	34.10	35.82	36.90
Instructional Materials Clerk Sanitation Truck Driver Shop Stores Clerk Supply Clerk I Tree Trimmer	13	19.58	21.17	22.56	23.51	24.69	25.80	26.90	28.17	29.42	30.80	32.30	33.86	35.60	37.37	38.50
Air Compressor Operator Equipment Operator II Warehouseman II	14	20.35	22.24	23.51	24.69	25.80	26.90	28.17	29.42	30.85	32.36	33.92	35.63	37.39	39.26	40.45
Automotive Upholsterer I Carpenter I Cement Finisher I Equipment Mechanic Glazier I Instructional Materials Clerk II Insulation Mechanic I Painter I Senior Shop Stores Clerk Sheet Metal & Roofing Repair I Supply Clerk II Warehouse Leader	15	21.39	23.23	24.69	25.80	26.90	28.17	29.42	30.85	32.52	34.07	35.74	37.52	39.41	41.38	42.63
Automotive Mechanic I Automotive Parts Manager Electrician I Electronics Technician I Heavy Equipment Operator I HVAC Refrigeration Mechanic I Oil Burner Mechanic I Plumber I Steamfitter Tire Specialist II	16	22.35	24.41	25.80	26.90	28.17	29.42	30.85	32.52	34.01	35.67	37.39	39.29	41.25	43.32	44.63
Insulation Mechanic II Water Treatment Technician	17	23.49	25.55	26.90	28.17	29.42	30.85	32.52	34.01	35.82	37.47	39.35	41.32	43.41	45.57	46.95

**Prince George's County Public Schools
ACE/AFSCME, Local 2250, AFL-CIO
Automotive & Maintenance (200)
July 1, 2022 - June 30, 2023**

Classification	Grade	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12	Step 13	Step 14	Step 15
Asbestos Abatement Worker II	18	24.58	26.66	28.17	29.42	30.85	32.52	34.01	35.82	37.37	39.06	41.04	43.12	45.29	47.53	48.97
Automotive Mechanic II																
Automotive Upholsterer II																
Carpenter II																
Electrician II																
Electronics Technician II																
Equipment Mechanic Foreman																
Glazier II																
Grounds Foreman I																
HVAC Refrigeration Mechanic II																
Mason II																
Oil Burner Mechanic II																
Painter II																
Plumber II																
Pump Motor Repair Foreman																
Roof Repairer II																
Security Systems Maintenance Technician																
Sheet Metal & Roofing Repair II																
Steamfitter Foreman																
Welder II																
Environmental AHERA Inspector	19	25.61	27.94	29.42	30.85	32.52	34.01	35.82	37.37	39.06	40.98	42.96	45.10	47.40	49.75	51.26
Garage Coordinator I																
Lead Carpenter																
Lead Electrician																
Lead Grounds Maintenance Foreman																
Lead HVAC Refrigeration Mechanic																
Lead Painter																
Lead Sheet Metal Roof Repairer																
Maintenance Technician - Recycling																
Preventative Maintenance Coordinator																
Service Writer																
Automotive IT Coordinator	20	26.87	29.20	30.85	32.52	34.01	35.82	37.37	39.06	40.95	42.90	45.05	47.31	49.69	52.16	53.75
CADD Operator I																
Energy Management Building Automation Technician																
Garage Coordinator II																
Licensed Lead Environmental Assistant																
Licensed Lead Oil Burner Mechanic																
Licensed Lead Plumber																
Licensed Plumber Planner																
Maintenance Planner																
Warranty Parts Manager																

NOTE:
Personnel on this salary table are hourly employees and are paid for actual hours worked.
Standard work hours are 8 hours excluding 30 minutes for lunch.
Employees assigned to the 3:30 P.M. to Midnight shift shall receive a 5% differential; employees assigned to the Midnight to 8:30 A.M. shift shall receive a 10% differential.

**Prince George's County Public Schools
ACE/AFSCME, Local 2250, AFL-CIO
Food Services (400)
July 1, 2022 - June 30, 2023**

Classification	Grade	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12	Step 13	Step 14	Step 15
Food Services Assistant	02	13.88	14.97	15.65	16.29	16.98	17.71	18.49	19.32	20.19	21.16	22.18	23.25	24.43	25.66	26.44
Food Services Satellite Leader I	06	15.40	16.63	17.38	18.06	18.85	19.67	20.52	21.43	22.42	23.48	24.61	25.85	27.14	28.50	29.35
Food Services Satellite Leader II	09	16.32	17.42	18.44	19.31	20.16	21.17	22.18	23.08	24.15	25.25	26.44	27.73	29.13	30.60	31.52
Food Services Satellite Leader III	11	17.44	18.97	20.16	21.17	22.18	23.09	24.15	25.17	26.36	27.55	28.92	30.35	31.88	33.47	34.47
Food Services Manager	16	22.02	24.09	25.37	26.55	27.69	29.01	30.46	31.90	33.43	34.98	36.70	38.47	40.43	42.44	43.72

NOTE:
Personnel on this salary table are hourly employees and are paid on the basis of actual hours worked.

**Prince George's County Public Schools
ACE/AFSCME, Local 2250, AFL-CIO
Transportation (500)
July 1, 2022 - June 30, 2023**

Classification	Grade	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12	Step 13	Step 14	Step 15
Transportation Attendant	01	14.94	16.30	17.01	17.73	18.39	19.14	20.07	20.84	21.87	22.97	24.08	25.27	26.52	27.84	28.70
Transportation Attendant, Orthopedic	02	15.71	16.78	17.73	18.39	19.14	20.07	20.84	21.87	23.00	23.96	25.21	26.44	27.74	29.14	30.01
Bus Driver Bus Driver, Pool	04	20.32	22.10	23.37	24.40	25.47	26.66	27.90	29.20	30.52	31.96	33.55	35.21	36.97	38.81	39.97
Bus Driver, Orthopedic	05	21.25	23.10	24.40	25.47	26.66	27.90	29.20	30.52	31.97	33.57	35.16	36.94	38.81	40.74	41.99
Auxiliary Bus Driver	06	22.23	24.19	25.54	26.68	27.93	29.23	30.61	31.97	33.55	34.36	37.83	38.68	40.59	42.63	43.93
Assistant Bus Driver Foreman	07	23.23	25.25	26.66	27.90	29.20	30.52	31.97	33.47	35.08	36.60	38.50	40.46	42.49	44.63	45.96
Bus Driver Trainer	09	25.45	27.63	29.27	30.53	32.05	33.64	35.22	36.89	38.62	40.48	42.41	44.59	46.84	49.17	50.67
Bus Driver Foreman	10	26.47	28.97	30.65	32.25	33.75	35.37	36.97	38.73	40.64	42.63	44.71	46.96	49.28	51.77	53.33

NOTE:
 Personnel on this salary table are hourly employees and are paid for actual hours worked.
 Employees on this table work 185 days except for Assistant Bus Driver Foreman, Bus Driver Trainer and Bus Driver Foreman who are employed for 12 months.
 Standard work hours are 8 hours excluding 30 minutes for lunch.
 Lead Drivers work 200 days.

Prince George's County Public Schools
ACE/AFSCME, Local 2250, AFL-CIO
Healthcare (600)
July 1, 2022 - June 30, 2023

Classifier	Grade	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12	Step 13	Step 14	Step 15
Vision and Hearing Technician	04	23.10	25.04	26.52	27.78	29.06	30.50	31.86	33.27	34.89	36.51	38.28	40.16	42.19	44.30	45.64
Licensed Practical Nurse	06	25.06	27.42	29.12	30.37	31.83	33.26	34.85	36.40	38.16	39.86	41.84	44.49	46.15	48.46	49.92
Registered Nurse	10	30.47	33.16	34.99	36.53	38.30	40.04	41.87	43.95	46.00	48.20	50.64	53.14	55.78	58.57	60.34
Registered Nurse-Bachelor's Degree	12	33.82	36.74	38.61	40.33	42.33	44.19	46.21	48.64	50.88	53.38	56.09	58.44	61.76	64.85	66.81
Registered Nurse-Master's Degree +	13	35.50	38.56	40.55	42.35	44.45	46.40	48.52	51.06	53.43	56.06	58.89	61.36	64.86	68.08	70.16

NOTE:
 Personnel on this salary table are hourly employees and paid for actual hours worked
 Employees on this table work 190 days except for LPN/RN who may work 220 days per year
 Standard work hours for Vision and Hearing Technicians are 7 hours per day excluding 30 minutes for lunch
 Standard work hours for LPN/RN are 8 hours per day excluding 30 minutes for lunch

**Prince George's County Public Schools
ACE/AFSCME, Local 2250, AFL-CIO
Clerical & Technical (700)
July 1, 2022 - June 30, 2023**

Classification	Grade	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12	Step 13	Step 14	Step 15
Clerk I	09	15.51	16.60	17.42	18.38	19.14	20.01	20.84	21.86	22.72	23.81	24.95	26.19	27.55	28.91	29.80
Clerk Typist I																
Itinerant Special Education Assistant																
Teen Parenting Program Assistant																
Accounts Payable Control Clerk	11	16.62	18.10	19.14	20.01	20.84	21.86	22.72	23.81	25.06	26.19	27.50	28.85	30.32	31.85	32.80
Bindery Worker I																
Clerk II																
Clerk Typist II																
Data Entry Clerk																
Mail Clerk																
Data Processing Control Clerk	12	17.41	18.93	20.01	20.84	21.86	22.72	23.81	25.06	26.18	27.41	28.78	30.24	31.75	33.33	34.35
Document Archiving Control Clerk																
Account Clerk I	13	18.22	19.73	20.84	21.86	22.72	23.81	25.06	26.18	27.46	28.78	30.21	31.70	33.24	34.91	35.96
Bilingual Food Services Clerk																
Clerk Typist III																
Customer Service Clerk																
Data Entry Operator I																
Food Service Application Center Clerk																
HR Identification Management Clerk																
Library Assistant																
Payroll and Benefits Records Clerk																
Press Operator I																
Purchasing Clerk I																
Radio Dispatcher I																
Safety & Security Assistant																
School Secretary I																
Secretary I																
Security Monitor/Dispatcher																
Transportation Lead Data Entry																
Vendor Code Clerk																
Bindery Worker II	14	18.96	20.66	21.86	22.72	23.81	25.06	26.18	27.46	28.78	30.12	31.58	33.16	34.81	36.54	37.65
Nutrition Assistant																
School Accounting Secretary																
School Guidance Secretary																
Vehicle Tracking Systems Operator																

**Prince George's County Public Schools
ACE/AFSCME, Local 2250, AFL-CIO
Clerical & Technical (700)
July 1, 2022 - June 30, 2023**

Classification	Grade	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12	Step 13	Step 14	Step 15
Account Clerk II	15	19.87	21.66	22.72	23.81	25.06	26.18	27.46	28.78	30.26	31.67	33.20	34.91	36.63	38.46	39.63
Accounts Payable Assistant																
Accounts Payable Clerk I																
Administrative Testing Control Clerk																
Commodities Control Clerk																
Compensation and Classification Assistant																
Data Support Assistant																
Employee and Labor Relations Assistant																
Employee Services Assistant																
Food & Nutrition Program Clerk																
Human Resources Partner Assistant																
Non-Public Registrar																
Payroll Clerk I																
Records Management Assistant																
Recruitment Assistant																
Risk Management Clerk																
School Registrar																
School Secretary II																
Secretary II																
Translator																
Treasury Clerk I																
Data Technician	16	20.80	22.60	23.81	25.06	26.18	27.46	28.78	30.26	31.65	33.10	34.69	36.44	38.22	40.13	41.34
In School Suspension Room Monitor																
Network Control Technician																
Press Operator II																
Records Management Technician																
Television Studio Technician																
Test Development Technician																
Account Clerk III	17	21.76	23.61	25.06	26.18	27.46	28.78	30.26	31.65	33.18	34.76	36.47	38.28	40.19	42.21	43.48
Accounting Technician																
Accounts Payable Clerk II																
Benefits Coordinator																
Case Management Clerk II																
Composition Technician																
Data Clerk III																
Family Service Worker																
Lead Employee Services Assistant																
Payroll Clerk II																
Performing Arts Technician																
Print Mail Services Technician																
Procurement Expeditor																
Purchasing Assistant, Records Control																
Retirement Coordinator																
Secretary III																
Treasury Clerk II																
Work Order Support Clerk																
Worker's Compensation Assistant																

**Prince George's County Public Schools
ACE/AFSCME, Local 2250, AFL-CIO
Clerical & Technical (700)
July 1, 2022 - June 30, 2023**

Classification	Grade	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12	Step 13	Step 14	Step 15
Adolescent Single Parent Liaison	18	22.67	24.79	26.18	27.46	28.78	30.26	31.65	33.18	34.70	36.40	38.16	40.09	42.08	44.19	45.53
Bilingual Parent & Community Outreach Assistant																
Character Education Support Coordinator																
Credentialed Technician																
Early Intervention Liaison																
Head Mail Clerk																
Parent Engagement Assistant																
Parent Involvement Liaison																
Student Advocate																
Success Coach Assistant																
Teen Parent Coordinator																
Accounting Technician II	19	23.81	26.00	27.46	28.78	30.26	31.65	33.18	34.70	36.45	38.18	40.10	42.08	44.19	46.40	47.81
Accounts Payable Technician																
Administrative Secretary I																
Bilingual Technician																
Braille Transcriber																
Budget Technician I																
Business Operations Technician II																
Copy Editor II																
Digital Plate Technician																
Early Childhood Case Technician																
IT Technician I																
IT Telecommunications Technician I																
Medicaid Program Liaison																
Payroll Technician																
Records Technician																
Routing Technician																
School Business Accounting Technician																
Television Production Technician I																
Background Unit Investigator	20	24.94	27.21	28.78	30.26	31.65	33.18	34.70	36.45	38.10	39.87	41.81	43.91	46.12	48.44	49.90
Plant Operations Technician																
Press Operator IV																
Safety & Security Counselor																
Building Services Technician II	21	26.18	28.48	30.26	31.65	33.18	34.70	36.45	38.10	40.02	41.82	43.92	46.17	48.46	50.86	52.40
Computer Operator II																
Data Operations Technician II																
Facility Management System Technician II																
Food Services Specialist																
Food Services Technology Technician																
Grants Technician II																
Hardware Procurement Specialist																
IT Technician II																
Lead Safety & Security Counselor																
Library Associate																
Paralegal																
Print Shop Foreman																
School Activity Fund Support Specialist																
Transportation Communications Technician II																

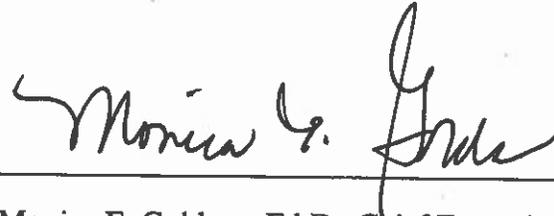
NOTE: Personnel on this salary table are hourly employees and are paid for actual hours worked. Standard work hours are 8 hours excluding 30 minutes for lunch. Employees on this scale may be scheduled to work 190, 200, 220, or 260 contract days per year.

This Negotiated Agreement contains the final and entire Negotiated Agreement between the parties hereto and they shall not be bound by any terms, conditions, statements, or representatives, oral or written, not herein contained.

Board of Education of Prince George's County:



Juanita Miller, Ed.D., Chair



Monica E. Goldson, Ed.D., Chief Executive Officer

ACE-AFSCME Local 2250, AFL-CIO:



Martin Diggs, President



Chris Fox, Chief Negotiator



**This Contract was Printed by
Unit Members of
ACE/AFSCME, Local 2250**

**Association of Classified Employees,
American Federation of State, County
and Municipal Employees
Local 2250, AFL CIO
14440 Old Mill Road
Upper Marlboro, MD 20772**



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