

Negotiated Agreement



for
Facilities Services Employees
between
Board of Education
of
Prince George's County Maryland

And

Service Employees International Union
Local 400 Prince George's County AFL-CIO, CLC
July 1, 2024 to June 30, 2026

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**PRINCE GEORGE’S COUNTY BOARD OF EDUCATION
AND
SERVICE EMPLOYEES INTERNATIONAL UNION (SEIU)
LOCAL 400 PG**

ARTICLE 1 – PREAMBLE

Agreement is made and entered into by and between the Board of Education of Prince George’s County, Maryland, and the Service Employees International Union Local 400 PG for Plant Operation Employees. Provisions of this Agreement, unless otherwise specified, shall become effective upon full ratification by the Union and approval by the Prince George’s County Board of Education.

The Board of Education of Prince George’s County is hereinafter referred to as the “Board” and the Service Employees International Union Local 400 PG is hereinafter referred to as “SEIU Local 400 PG” or the “Union.”

The Board values and respects the role of supporting service employees as significant contributors to the learning process. By working together, the Board of Education and Union endeavor to provide a quality educational environment for every student through continuous improvement, effective communication, and meaningful involvement of supporting services staff at appropriate levels. The Board recognizes and respects the Union’s commitment to advocating for the interests of its members as valued contributors to student achievement.

The Union and the Board are committed to working together, where feasible, to gain support from the Prince George’s County Council and the Maryland General Assembly for the critical mission of the school system, including adequate supporting service, staffing levels, equipment and supplies and competitive pay and benefit levels.

The term “employees,” when used in this Agreement, shall hereinafter refer to all employees of the Board who are contained within the negotiating unit represented

by SEIU Local 400 PG, in accordance with *Education Article, Annotated Code of Maryland, Section 6-501 et. eq.* In conjunction with each and all of the hereafter stated provisions, SEIU Local 400 PG recognizes that the Board of Education of Prince George’s County, 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 of Education in accordance with law.

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

There shall be no discrimination exercised by the Board or the Union on account of age, race, color, creed, sex, sexual preference, national origin, religion, political affiliation, membership in an employee organization or non-membership in an employee organization, or because of a physical handicap, with respect to a position the duties of which can be performed efficiently by an individual with such a physical handicap or for whom a reasonable accommodation can be made without danger to the health or safety of the physically handicapped person or to others.

ARTICLE 2 – RECOGNITION

The Board recognizes SEIU Local 400 PG 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. Members of the unit shall comprise all classified employees in the Plant Operations Department except:

1. All supervisory personnel at grade 20 or higher.
2. Those employees in administrative or clerical positions who by nature of their jobs have access to or assist in the preparation of information relating to negotiations with employee organizations.
3. 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.
4. 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 of Schools or any Board of Education member to whose direct supervisory control they are responsible.

5. Temporary Employees –

Subject to the provisions of Education Article, Annotated Code of Maryland, Section 6-501 et. Seq., the Board agrees that SEIU Local 400 PG shall be the exclusive representative of the classified employees in the unit described above. SEIU Local 400 PG recognizes that the Board is the legally responsible agency charged with the operation of the school system in Prince George's County. SEIU Local 400 PG agrees to represent fully without discrimination, all classified employees in the negotiating unit.

Agency Shop

All employees employed on and after July 1, 1975, who are eligible for Union membership and who do not elect to join as members, shall not have deducted from their payroll checks a "representation fee." An employee who was a member of the Union as of May 8, 1975, but who subsequently discontinues their Union membership, shall not be subject to the payment of a representation fee.

Employees employed as of May 8, 1975, and not members of School Employees SEIU Local 400 PG, will not ever be required to pay agency shop fees, with the understanding that in the eventuality any such employee elects to become a member of the Union subsequent to May 8th, that member will then be obligated to pay Union dues. In the event such employee subsequently discontinues his/her Union membership and with the further understanding that, if such employee discontinues his/her employment and subsequently returns as an employee of the Board, that employee would *only* be subject to the payment of Union dues if the employee *affirmatively consents* to join the Union.

Provision of prior legislation separating confidential, supervisory and managerial employees shall apply to the effect that those employees who are either confidential, supervisory or managerial, shall not be made subject to the payment of any agency shop fees, as such employees are presently excluded from the unit represented by the Union pursuant to the recognition clause incorporated in this Agreement.

ARTICLE 3 – UNION RIGHTS

Section 1 – Employee Lists

SEIU Local 400 PG shall be supplied with an up-to-date list of all classified employees represented by SEIU Local 400 PG. Such a list shall be supplied to the Union three times each year and shall include name, address, employee identification number, job classification and place of employment.

Section 2 – Dues Deduction

The Board agrees to deduct from employees' salary checks the amount of SEIU Local 400 PG membership dues for employees authorizing such deductions. Deductions shall be on a bi-weekly basis, with dues to be withheld in accordance with amounts certified to the Board by SEIU Local 400 PG, based upon established dues schedule. The Board agrees to remit a check bi-weekly to SEIU Local 400 PG 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 the regulations as shown on the following page. Authorization for dues deduction for membership SEIU Local 400 PG may only be canceled by written notification to the Board and to SEIU Local 400 PG between September 1 and September 30 of any calendar year.

Section 3 – Calendar Committee

A representative selected by SEIU Local 400 PG, and appointed by the Superintendent shall serve on the Prince George's County School Committee which advises the Superintendent on employees' recommendations concerning holidays and the school calendar.

Section 4 – Labor Management Committee

The parties agree to establish a Labor/Management Committee. The parties agree that there shall be a committee composed of not more than four (4) appointed by the Superintendent. The committee will be co-chaired by a PGCPD designee and a Union designee. The parties agree to collaborate in a respectful and meaningful manner and within a time frame that provides an opportunity to formulate solutions to common issues. The Labor/Management Committee will meet by-monthly to exchange views and information, address matters of interest and mutual concerns and explore opportunities for mutually advantageous ways to improve relationships between the parties and improve the effectiveness of the school system. Agenda items shall be submitted by the Co-Chairs seven (7) workdays prior to the

meeting. If neither party submits agenda items, the meeting will be canceled. 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.

The parties agree that the Committee is solely for the purpose of exchanging views and information and shall not be construed as a substitute for collective bargaining or the grievance process.

Section 5 – Use of School Facilities

SEIU Local 400 PG shall have the right to use school buildings and school facilities for meetings, without cost to the Union providing such use shall be by prior arrangement, and does not interfere with normal school operation, and SEIU Local 400 PG leaves premises in a broom-swept condition after the conclusion of the meeting.

Section 6 – Distribution of Copies

Copies of this Agreement shall be reprinted and distributed by the Board to all employees covered by this Agreement. Cost of reproduction of copies will be shared by SEIU Local 400 PG and the Board. In addition, Contracts will be signed by the Board of Education within thirty (30) days after ratification by the unit members. Contracts will be made available on the Board of Education website within thirty (30) days thereafter. The Board of Education will make every effort to provide unit members with access to a dedicated computer in the building where they are assigned for the purpose of downloading/printing a copy of the Agreement for his/her personal use.

Section 7 – Personnel Allocation Review

The Union may request that a check be made of a building allocation to determine if authorized strength is in agreement with the staffing formula. A Union representative appointed by the Local Union President shall be present at the time of the check.

Section 8 – Interschool Mail

SEIU Local 400 PG is authorized, in accordance with the "Letter of the Carrier" exception, to use the interschool mail facility to distribute material. In the event of the U.S. Postal Service, or any agency of the Federal government, investigates or brings charges against the Board in

connection with SEIU Local 400 PG's use of the Pony, SEIU Local 400 PG will refrain from such use in the future.

Section 9 – Bulletin Board Space

The Board will provide space in each school building for the posting of official bulletins by the Union in areas which are readily accessible to SEIU Local 400 PG members.

Section 10 – Union Stewards

The Board recognizes that the officers of SEIU Local 400 PG and elected or appointed stewards are authorized to act for SEIU Local 400 PG. SEIU Local 400 PG agrees to supply the Board in writing and maintain on a current basis the names of all officers, representatives, employees and stewards, including each steward's work location. Duly authorized representatives of SEIU Local 400 PG 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/her responsibilities. SEIU Local 400 PG officials shall check in at the school or department office prior to contacting any employees.

Section 11 – Leave for Elected Union Officials

The Board of Education (BOE) shall release the person duly elected President of Local 400 PG from normal assigned duty to function on a full-time basis for Local 400 PG. Local 400 PG shall reimburse the BOE for the salary and fringe benefits that the President would normally receive. The reimbursement shall occur in accordance with billing procedures established by the BOE.

Section 12 – Organization Involvement Leave

When the need arises, unit members designated by approval of the Executive Board of SEIU Local 400 PG may attend essential local, state and national meetings with no loss of pay or personal or annual leave, no more than a total of one thousand (1,000) hours, aggregate and cumulative for all employees, shall be approved in any school year, of which number, three hundred (300) unused leave hours may be deferred for actual use until next school year. When the immediate supervisor is unable to make emergency arrangements, the Board will be reimbursed by SEIU Local 400 PG for the cost of substitutes used on a full or half-day basis if in fact a substitute is so engaged.

Application for such leave shall be made in writing to the Division of Human Resources as far in advance as practicable and ordinarily at least forty-eight (48) hours in advance. The Division of Human Resources shall inform the appropriate Principal and/or other school based official supervisor of the approval of such leave. SEIU Local 400 PG and its officers recognize and agree that this privilege should not be abused.

No more than one person from any work location may be authorized leave at the same time under the provision of this section.

Section 13 - Electronic Communications

The Board shall establish an email address for the Union for the receipt of all official communications transmitted to employees and other notices required under this agreement.

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 custodial staff, as designated by the Local Union President, shall be included as a member of said Team.

Section 15 – Voluntary COPE Deductions

Upon written authorization from the employee, the Board shall deduct from the employee's salary checks, consistent with applicable law, any amount the employee voluntarily agrees to contribute to the Union's COPE Program. Such deductions shall be forwarded to the Union on a monthly basis.

ARTICLE 4 – MANAGEMENT RIGHTS

A. MANAGEMENT RIGHTS

Section 1 – Management Authorities

The Board, Superintendent and management for the Department of Building Services, hereinafter (“District”) shall retain the sole right, in accordance with applicable laws, rules and regulations, and within the boundaries of this Agreement:

1. To direct employees of the District;
2. To hire, promote, transfer, assign or retain employees in positions within the District and to suspend, demote, discharge or take other disciplinary action against employees;
3. To relieve employees of duties because of lack of work or other legitimate reasons;
4. To maintain the efficiency of the Prince George’s County Public Schools operations entrusted to them;
5. To determine:
 - a. The mission of the District, its budget, its organization, the number of employees, and to establish the tour of duty;
 - b. The number, types, and grades of positions of employees assigned to an organizational unit, work project or tour of duty;
 - c. The technology of performing its work; and,
 - d. The District’s internal security practices.
6. To determine the qualifications of employees for appointment, and promotion; and,
7. To take whatever actions may be necessary to carry out the mission of the District in emergency situations.

Section 2 – No Waiving of Management Rights

An act, exercise or agreement of the respective personnel authorities (management) shall not be interpreted in any manner as a waiver of the sole management rights as outlined in this article.

Section 3 – Union Grievance Rights

Notwithstanding Sections 1 and 2 above, the implementation and impact of such management rights are subject to negotiation with the Union. In addition, the Union may grieve, if in exercising management’s rights, the District violates any procedures contained in this Agreement.

B. EMPLOYEES RIGHTS

Section 1 – Promotions and Transfers

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

All promotions in the bargaining unit shall be open to all current employees who meet the qualifications for the position. Employees interested in being considered for a vacancy at a grade twelve (12) or below may apply to a general vacancy announcement distributed by the Division of Human Resources on the PGCPSS website. The employee should submit an application to the Division of Human Resources based upon established procedures administered through iRecruitment or future applicant tracking system to ensure proper tracking and efficient, consistent communication to employees submitting an application for a promotion or transfer request.

The Division of Human Resources will establish an eligibility list based on qualifications and work preference.

Employees considered for promotion will be considered on the basis of their qualifications, performance, length of service, and other job related pertinent factors. When all other factors being considered are determined to be equal, seniority shall be the determining factor.

For purposes of this section, seniority shall mean length of continuous service of a permanent employee within the same class and grade.

Exceptions: Due to the specialized nature and specific Certification required, the following positions are exempt from the promotional procedures for vacancies grade thirteen (13) and above, and will follow the procedures outlined for vacancies at a grade twelve (12) or below:

- Auditorium Technician
- Custodial Equipment Mechanic
- Pest Controller

All positions (except as noted above), grade thirteen (13) and above, will be advertised two times per year (September and March). Human Resources and Building Services will post the vacancies, clarify and implement a dedicated internal job listing.

Interviews will be conducted twice a year or as needed. The interview process will consist of two phases:

- Qualifying Interview — Director of Building Services
- Final Interview — Leave Granting Authority/ Building Administration

Qualifying Interview:

- An interview committee, in accordance with HR Interviewing Guidelines and selected by the Director of Building Services, will be comprised of, but not limited to, a School Based Administrator, a representative from the Department of Building Services.
- There will be separate interviews for each position, grade thirteen (13) and above to create a “master list of qualified candidates” for each position.
- The “master list of candidates” will be maintained by Human Resources, Building Services and SEIU Local 400 PG.
- Any employee receiving a disciplinary action will NOT be eligible to interview for a period of six (6) months from the date the discipline is imposed. Disciplinary actions include reprimand, involuntary demotions and suspensions issued by the Superintendent, CHRO or designee. There shall be no period of non-eligibility for a verbal counseling or letter of professional counseling.

Final Interview:

- As vacancies become available, the top five (5) candidates from the “master list of candidates” for that particular position will be offered an interview by a committee selected by the Leave Granting Authority/ Building Administrator. The committee will be comprised of, but not limited to, representatives from Human Resources and the Department of Building Services.
- The Director of Building Services may disqualify and remove any individual(s) receiving

disciplinary action and they will then be replaced with the next candidate(s) on the “master list of qualified candidates.”

- Employees will remain eligible on the “master list of qualified candidates” to interview at the school/ facility level for six months.
- The Building Equipment Operator or a member from the auxiliary crew will cover the supervisor positions of that particular building until the position is filled, as it pertains to Building Supervisors IV, V, and VI. Approved vacant positions will be filled within fifteen (15) working days. Both parties understand the need to streamline the interview process and have agreed in principal to this process. However, the school system may make necessary adjustments to the process to ensure it will work within the current operating system (Oracle). The bargaining unit will be notified in advance and invited to participate in a mutual resolution of any such changes, which will be in writing and signed by the parties.
- Notwithstanding the above outlined promotional process, the Department of Building Services may allow administrative transfers to address operational issues as they arise. The bargaining unit will be notified in advance and allowed to comment on any such administrative transfers. The bargaining unit may request the Department of Building Services to consider administrative transfers to address Union matters as they arise.

When an employee is promoted or his/her position reclassified upward two grades or more, he/she shall be placed on the appropriate grade at that step which is closest to a two step increase in his/her former pay. When the promotion or reclassification is less than two grades, he/she shall be placed on the next higher grade at the step which is closest to a one step increase in his/her former pay. The salary cannot be higher than the maximum for his/her new pay grade.

Voluntary Transfers:

A voluntary transfer, is defined as a request for a change in school location within the same school-based support job classification and grade within Prince George’s County Public Schools (PGCPS). A request for transfer is not a guarantee of approval for a transfer and primarily dependent on having an approved vacancy to fill and based on school system needs.

To be eligible for a voluntary transfer, employees that fall within the SEIU Local 400 PG bargaining unit must meet the following requirements:

- Have a current effective or highly effective performance evaluation;
- Not under any type of disciplinary action and/or pending disciplinary action; and
- Must have successfully completed their probationary period.

To submit a transfer request, the employee is required to:

Complete the PGCPS - Custodial Request for Transfer document/ form /link available through the HR Staffing Office.

A request for a transfer is not a guarantee approval for transfer. All communications will be sent to the employee's PGCPS email address.

The Board and the Union shall form a joint committee to review a proposed pilot voluntary transfer program to be instituted for the 2024-2025 school year. The joint committee will meet prior to October 31, 2024, to discuss matters of mutual concern prior to the implementation of the proposed voluntary transfer pilot process for bargaining unit members from January 1 - March 31, 2025. The joint committee will reconvene prior to October 31, 2025 to discuss matters of mutual concern regarding the voluntary transfer pilot process and proposed recommendations to be sent to the Chief of Human Resources for consideration prior to the implementation of the voluntary transfer process for the 2025-2026 school year which will occur from March 1 - March 31, 2026.

Involuntary Transfers

At the request of the Union, the 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 an extended, approved 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 corresponding 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 the same 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 openings available at the time of transfer if qualified for the new assignment.
 5. Employees subject to a permanent involuntary transfer will be provided at least five (5) days notice, unless there

are extenuating circumstances. This provision does not apply to temporary assignment adjustments based on the critical needs of the school system as determined by the Administration.

Section 2 – Building Supervisor Responsibilities

Although the principal has final authority for overall operation of the school building, the Building Supervisor has responsibility for work schedules, work location, and placement of his/her staff. The Building Supervisor is to be consulted about his/her duty performance or the performance of personnel under him/her before any final decision is reached on disciplinary action.

Section 3 – Anniversary Date

The anniversary date of each employee hired after July 1, 1973, will be the first day of the month in which hired. This date shall remain as his/her anniversary date during the entire time the employee continuously works in the Plant Operations Department. All employees hired before July 1, 1973, will keep their present anniversary date as long as they continuously work in the plant Operations Department. In the event an employee is promoted, his/her anniversary date shall remain the same. For the purposes of merit increase anniversary dates, the provisions of Article 8, Section 3A, shall be applicable.

Section 4 – Severe Weather/Emergency Situations

When schools and/or offices are closed due to severe weather conditions or other emergency situations, Plant Operations employees will normally be expected to report to work because of the nature of their employment. When a liberal leave policy is in effect for non-emergency personnel, Plant Operations employees will be granted four (4) hours of compensatory time for each day worked within the first thirty (30) duty days subsequent to the liberal leave day and if not granted the day will be paid.

When the employee works on a day during severe weather conditions or other emergency that the Central Office is closed, he/she shall be compensated at one and one half times his/her regular rate of pay for all hours worked. All custodial personnel are considered essential and emergency personnel and will be required to be on call each working day when schools and offices are closed due to severe conditions or other emergency. In addition, on any day when the Central Office has

been closed and the Chief Administrator for Supporting Services determines that the severe weather related condition or other emergency can be resolved without necessitating Plant Operations personnel on the day and night shift working their full shift, an appropriate announcement specifying the adjusted length of the respective shifts will be communicated to all work locations. It is also understood that irrespective of the length of the shift, night shift personnel may, at their option, report early to work their regularly assigned shift.

Local 400 PG and PGCPS agree to establish a joint committee to review this section and make recommendations to the Superintendent for consideration by November 30, 2024.

Section 5 – Duty Free Lunch

Facilities Services employees are entitled to a duty free lunch period, to be taken at a time agreed upon with the supervisor and the building principal. It is understood that Plant Operations employees are expected to respond to emergency problems in the school, even though such a problem may arise during the lunch period. For purpose of definition, “emergency problems” shall not include such routine occurrences as the cleaning of spillage, unlocking doors for teachers, or accepting unscheduled deliveries. If the lunch period is interrupted by an emergency, the employee will have an opportunity to complete his/her lunch following the emergency. Employees who wish to leave their work location during lunch breaks should arrange for another employee to cover their responsibilities during such absences.

Section 6 – Overtime

Compensation for overtime work may be in the form of wages or as compensatory time off; compensatory time off must be of equivalent value to such wages. Compensation will be in the form of compensatory time off unless otherwise authorized by the Superintendent or his/her designated representative.

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 240 hours, and the entitlement to use the compensatory time within a reasonable period after making the request if the use of compensatory time does not disrupt the operations of the employer.

Section 7 – Rest Break

Each employee will be entitled to a fifteen-minute rest break during each four hours of his/her work day; such break shall be scheduled by his/her supervisor.

Section 8 – Reductions in Force

I. Definitions: 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:

- Separations other than for the purpose of reducing the number of employees.
- Terminations of temporary appointments.
- The return of an employee to his former position after temporary promotion.

II. Procedures: When it becomes necessary to reduce employees because of lack of funds or other cause, the following procedures shall apply:

- a.** *Temporary and Probationary Employees:* All temporary and probationary employees in the affected classifications shall be separated before any permanent employees are reduced.
- b.** *Permanent Employees:* The reduction of permanent employees shall be on the basis of the following three factors:
 1. Seniority in a class and grade.
 2. Seniority with the Prince George's County Public Schools,
 3. Where seniority with the 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.
- c.** *Bumping:* If a permanent employee scheduled to be laid off he/she shall be offered a transfer or demotion to a lower class if he/she has preference over an employee in that class in accordance with paragraph (b) of this section, and is qualified for the position occupied by the employee over whom he/she has preference.

Seniority Protection for Represented Employees: If as a result of any Board action a Board employee not part of the bargaining unit for which SEIU Local 400 PG is the sole and exclusive bargaining unit and such Board employee would be identified in Article

II – Sec. 1 of the Agreement, and reduced in rank and/or compensation for a position in the unit for which SEIU Local 400 PG is the bargaining agent for those employees, no existing member of said bargaining unit shall suffer a loss of compensation by virtue of the placement of a non-union employee into a position for which SEIU Local 400 PG is exclusive bargaining agent. It is understood that the employee's salary will not continue to be held harmless if the employee is offered and rejects a reassignment to his/her original grade.

- d.** *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 years. If at any time during this period he/she declines an offer of recall, he/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/she accepts the position offered and must be available for return to work within thirty (30) days.

III. Except in emergency situations, the duties of a bargaining unit position in the approved budget during the term of the Agreement will not be performed by a volunteer in a manner so as to cause a reduction in force.

IV. Job Security: During the term 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 on the same or lower grade until such time as he/she is offered a permanent assignment at the former grade and pay.

The foregoing provision shall not apply in the event the Maryland State Department of Education mandates that services are to be provided by an outside contractor and as a result, the Board does not have sufficient vacancies to transfer the affected employee. In such circumstances the provisions of Involuntary Transfer (Article IV, Section 11) and Reductions-in-Force (Article IV, Section 9) will apply.

V. Prior to the implementation of a Reduction in Force, the Board of Education shall explore with the Union, the feasibility of retirement incentives and voluntary

job sharing for eligible employees. Such programs may be utilized to eliminate and/or reduce the number of full-time equivalent positions to be abolished.

Section 9 – Disciplinary Action

The Board shall only discipline or terminate an employee for cause in a fair, impartial manner in accordance with its personnel regulations pertaining to separations and disciplinary actions.

All suspensions and terminations for cause will be effectuated in accordance with the Regulations for Supporting Personnel. The regulations will not be changed without prior consultation with SEIU Local 400 PG.

Section 10 – Involuntary Transfer

When there is a reduction in the custodial staffing in a school which requires the changing of a full time custodial position to a part time position, the least senior person in the class and grade affected will be transferred to the nearest school which has a vacancy in the same class and grade, or, if there is no vacancy, the employee may transfer to the position held by the least senior employee in the County in the same class and grade. This procedure will also be utilized in the event that an involuntary transfer is necessitated as the result of the school-based budget decision-making process.

Section 11 – Review of Personnel File

An employee may personally review his/her personnel folder, except for confidential reference material, by submitting in writing a letter to the Chief Human Resources Officer. He/she shall be able to review his/her folder within ten (10) days after receipt of request. This review shall be applicable to all systems of employee records maintained by the Board of Education including, but not limited to the Office of Employee and Labor Relations and the Department of Building Services.

When material of a derogatory nature is placed in an individual's personnel file, he/she will be provided a copy if it is not indicated that he/she has received a copy.

An employee may submit to the Chief Human Resources Officer for inclusion in his/her personnel file any comments he/she deems appropriate relative to unfavorable material contained therein. The material may be in the form of a letter of rebuttal.

Section 12 – Mileage Reimbursement

Any person authorized to use his/her car to conduct school business shall receive mileage compensation at the rate as established by the Federal Government for the Washington Area. Such rate changes as are effected during the fiscal year shall be implemented at the beginning of the month immediately following the rate increase. Detailed records must be kept and submitted on the prescribed form.

Section 13 – Work Schedule

Work schedules will be posted in each work location by the Building Supervisor or made available electronically, where electronic access is available.

Section 14 – Quitting Without Notice

An employee who fails to report to work for three consecutive work days without authorized leave shall be separated from the payroll and reported as "quit". However, any employee who is so medically disabled as to be incapable of advising his/her supervisor of his/her physical impairment and further not having a family member able to communicate his/her condition, may be reinstated without loss of leave benefits or pay entitlements if he/she communicates the existence of such a condition on the first day that he/she is capable.

Section 15 – Staff Development Opportunities

SEIU Local 400 PG and the Board share a commitment to ensure a high quality, well trained workforce in providing supporting services to our schools.

During the duration of this Agreement, the Board, with consultation from the Union, will design a comprehensive training program to help employees improve job knowledge and skills. Such comprehensive training program shall include, but not be limited to, the following areas: asbestos material, lock out tag out, confined spaces, body fluid transmission and clean-up, handling hazardous materials and substances skills training, human resources training to include dealing with difficult employees, computer training and access to school based computers.

Bargaining unit members shall be provided the opportunity to focus on professional development training relevant to their job duties during districtwide professional development days each school year.

Section 16 – Vacancies in Authorized Positions

Any authorized permanent position that becomes vacant due to retirement, termination, resignation, death, transfer, promotion, or absence of the incumbent exceeding fifteen (15) consecutive work days shall, subject to fiscal circumstances and needs of the school system, be filled by a permanent employee as soon as possible, but no later than forty-five (45) working days after the vacancy occurs.

Section 17 – Personal Protective Equipment (PPE)

The Board shall provide employees with approved personal protective equipment (PPE) suitable for the assignment. The PPE provided shall meet all Federal and State safety requirements. At no time will employees be required to perform tasks without the approved PPE, as established by the task.

Section 18 – 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.

The BOE and Union understand the importance of ensuring a system that seeks to grow and enhance the performance of bargaining unit employees.

To ensure mutual collaboration, the Union will participate in a work group facilitated by the Office of Employee Performance (OEP) with the goal of further refining and developing the professional growth activities found in the Professional Growth System tool for this units' employees, including but not limited to, equitable and streamlined evaluation procedures, performance feedback, and growth conference requirements.

Work group members will be recommended in equal measure by the bargaining unit no later than August 1st of each year and PGCPS with no more than ten (10) members who will each serve a maximum of three (3) years on the work group. The work group will meet monthly from September through June of each school year unless it is mutually agreed that a meeting be postponed or canceled. An agenda will be developed for each meeting with input from the participating Union's designee.

The goal of the work group is to develop recommendations to be reviewed by the Superintendent or the Superintendent's designee for final consideration and/or implementation prior to and in alignment with the time line for the annual distribution of the Evaluation Handbook.

ARTICLE 5 – BENEFITS

ATTENDANCE AND LEAVE

Section 1 – Hours of Work

Hours of work for permanent personnel shall be as prescribed by the Superintendent of Schools in accordance with approved salary schedules.

Section 2 – Attendance

Each department head/school principal shall be responsible for the attendance of all Classified Personnel under his/her supervision.

All employees are required to process all absence notices and requests for leave through the automated Leave Management system that can be accessed on the Employee Self-Service page of the PGCPs website. All Leave Management information and instructional training videos can be found at: https://erp.pgcp.s.org/OA_HTML/AppsLocalLogin.jsp. The Leave Management System shall include notice to the immediate supervisor of the request for leave and the decision of the leave granting authority.

Section 3 – Holidays

A. Observance

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 of Schools.

B. Holiday Pay and Overtime

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 with appropriate time off during the same pay period. When this is not feasible such time will be added to his/her annual leave

Should an employee be required to work on a day a holiday is observed he/she will receive his/her normal pay plus pay at one and one-half times his/her regular rate for each hour worked.

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

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.

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

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

Part-time employee's 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 work days.

Section 4 – Annual Leave

Supporting Personnel in the Prince George's County Public Schools are provided annual leave in accordance with the following regulations:

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

- During the first three years of service – 13 days
- Over three years, less than 15 years – 20 days
- Fifteen through 24 years of service – 25 days
- Twenty-five years of service and over – 30 days

Annual leave is earned on the basis of completed months of service in each fiscal year.

Regular part-time employees working a minimum of (20) hours per week are authorized ten (10)

Days of annual leave per year. (Scheduled work hours per week divided by five (5) shall constitute one workday for the purposes of this paragraph. Such leave may not be taken until earned.)

A. Annual Leave Requests

A request for annual leave shall be submitted to the employee's immediate supervisor on forms designated for that purpose. Leave may be taken only after approval by the appropriate supervisor. Leave may be used only as earned, except that advance leave may be granted to an employee who has completed his/her probationary period up to a maximum of ten (10) days at the discretion of his/her department head. 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.

Leave may be taken in only full-day or half-day increments.

Effective July 1, 1993, two (2) days of annual leave may be taken without prior approval consistent with the following provisions:

- (1) When intent to use such annual leave is known in advance written notification must be submitted in advance by completing the regular leave form and noting on the comments section of the form that this is leave used without prior approval. When advance written notice is not possible verbal notification must be made prior to the beginning of the employee's shift and immediately upon return to duty the employee must submit written notification as detailed above.
- (2) Annual leave without prior approval may not be used immediately before or after a school holiday, on days when schools are closed because of an emergency, on the three duty days immediately preceding the first student day of the school year and on the three days immediately following the last student day of the school year. Effective July 1, 1993, two (2) days of annual leave may be taken without prior approval consistent with the above provisions.

Leave may be taken in only full-day or half-day increments.

B. Unused Annual Leave

At the end of the 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 twelve (12) days for Building Supervisors and ten (10) days for all other bargaining unit members' 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.

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

C. Credit for Annual Leave Upon Appointment or Separation

The following leave policy shall govern the months in which an employee is appointed or separated: One day shall be granted if the employee is on the payroll for more than twenty (20) calendar days and one-half day shall be granted if he 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.

At the termination of employment unused earned annual leave shall be paid in full to the terminating employee, provided the employee has achieved permanent status.

An employee shall not accrue annual leave while on, unpaid maternity leave, or any form of leave without pay.

Temporary employees and part-time employees who work less than twenty (20) hours per week do not earn annual leave.

Section 5 – Sick Leave

A. How Earned

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

An employee whose employment began prior to July 1, 1987, and whose regular work year is ten (10) months shall be entitled to fifteen (15) days of sick leave for proven personal illness each year without loss of pay, the entitlement to which sick leave shall accrue on the basis of one and one-half (1-1/2) days per month, at the conclusion of each month, of work. An employee whose employment began prior to July 1, 1987, and whose regularly scheduled work year is more than ten (10) months in any regular work year, shall be entitled to one (1) additional day, per month, of sick leave for each month worked, per schedule, in excess of ten (10) months during such work year.

An employee whose employment began on or after July 1, 1987, and whose regular work year is ten (10) months shall be entitled to ten (10) days of sick leave

for proven personal illness each year without loss of pay, the entitlement to which sick leave shall accrue on the basis of one day per month, at the conclusion of each month, or work. After eleven (11) years of employment, an employee will be entitled to one (1) additional day which shall accrue at the end of the fifth month. After twelve (12) years of employment, an employee will be entitled to two (2) additional days which shall accrue at the end of the fourth and eighth months respectively. After thirteen (13) years of employment, an employee will be entitled to three (3) additional days which shall accrue at the end of the third, sixth and ninth months respectively. After fourteen (14) years of employment, an employee will be entitled to four (4) additional days which shall accrue at the end of the second, fourth, sixth, and eighth months respectively. After fifteen (15) years of employment, an employee would be entitled to five (5) additional days which shall accrue on the basis of one and one-half (1-1/2) days per month at the conclusion of each month of work.

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

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

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 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 to be accrued.
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.

B. How Used

Sick leave shall be allowed in case of actual sickness or disability of the employee, or members of the family residing permanently in the household, necessary appointments with a physician or dentist, or confinement to home because of quarantine, and for temporary disability 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.) Sick leave may also be authorized for the time necessary to undergo Selective Services examination. Sick leave shall also be allowed pursuant to Section 18 (FMLA) of this Article.

In addition, a classified employee who does not earn annual leave and has one or more years of service with the Prince George’s County Public Schools may be permitted to use up to the maximum of their annual allotment of sick leave per year for serious illness in the immediate family. The employee must present a statement from the doctor stating that a member of the family is seriously ill. Member of the family is considered to be anyone who is residing permanently in the household of the employee.

C. Accumulation

The Chief Human Resources Officer may fill positions known to be vacant at least sixty (60) duty days due to illness of the incumbent. Upon recovery, the incumbent will be returned to duty at a pay rate in accordance with his/her class and grade.

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

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.

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

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

Regular part-time employees are entitled to sick leave in proportion to the time worked. Hourly and per diem employees are not entitled to sick leave.

A doctor's certificate as evidence for the necessity of lost time may be required for absences of three or more consecutive days. A doctor's certificate may also be required for periods of absence of less than three days if in the opinion of the immediate supervisor, the employee is abusing his 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 or accrued annual leave.

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 the employee is on the payroll for more than twenty (20) days; one-half (1/2) day shall be granted if he/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.

To receive credit for sick leave an employee is expected to notify his/her supervisor prior to the commencement of working hours that he/she will not be reporting for work on that day.

A ten (10) month employee who terminated his/her employment with the Prince George's County Public Schools may have his/her accumulated sick leave restored if he/she is re-employed within a fifteen month period.

A twelve (12) month employee who terminated his/her employment with the Prince George's County Public Schools may have his/her accumulated sick leave restored if he/she is re-employed within a twelve (12) month period.

Section 6 – Employees Sick Leave Bank

An Employees' Sick Leave Bank will be established effective July 1, 1978.

- 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 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 Local 400 PG and this Approval Committee shall have the responsibility of receiving requests, verifying validity of requests, recommending approval or denial of the requests and communicating its decision to the member and the Department of Human Resources.
- D.** The rules for the Sick Leave Bank will be established by a four (4) member Rules Committee, two (2) members appointed by the President of Local 400 PG and two (2) members appointed by the Superintendent (Superintendent) of Prince George's County. It shall be the purpose of this committee to recommend such rules, in addition to those provided for in this Agreement, as the committee considers appropriate for the operation of the Sick Leave Bank. These recommended rules must be approved by the President of Local 400 PG and the Superintendent 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 unit member and continued from year to year until canceled in writing by the unit member. Sick leave properly authorized for contribution to the Bank will not be returned if the unit member effects cancellation. Cancellation on the proper form may be effected at any time and the unit member shall not be eligible to use the Bank as of the effective date of cancellation.
- F.** Contributions shall be made between July 1st and October 1st, 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. Unit members returning from extended sick leave or disability will be permitted to contribute to the bank only after approval of the Approval Committee.
- G.** The annual rate of contribution shall be two and one-half (2.5) days 20 hours of sick leave. Annual rate of contribution of future years shall be determined by the Rules Committee and announced prior to July 1 of each year.
- H.** The maximum number of duty days that can be granted in one fiscal year will be the remaining number of duty days a unit member is scheduled to work. In no case

will the granting of leave from the Bank cause a unit member to receive more than the total wages that would have been earned in that fiscal year.

- I. Members must use all accumulated and available sick and annual leave before applying 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 must be covered by the employee's own available sick leave or annual leave or leave without pay the first time said employee qualifies for a grant from the bank. For subsequent grants from the Bank, the first ten (10) calendar days of incapacitating illness or disability must be covered by the employee's own available sick leave, annual leave, or leave without pay.
- K. The Department 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 Bank Leave, the Department 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 Department of Finance does not concur with the Approval Committee, the Department 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 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 agreement with Local 400 PG, or for any other reason, the days remaining in the Sick Leave Bank shall be returned to the then current members of said bank proportionally.
- O. Further rules as to employee eligibility pertaining to the use of the Sick Leave Bank can be reviewed either at the Department of Finance at the Board of Education or at the SEIU Local 400 PG office.

Section 7 – Leave for Military Service, Peace Corps, Domestic Peace Corps

- A. A permanent classified employee who is a member of the National Guard or a Reserve component of the Armed Forces of the United States is entitled to military leave. Military leave and benefits will be provided consistent with the Board's Administrative Procedure, federal, state or local law and this Agreement. Currently, there are four (4) major types of military leave:
 - 1. Fifteen (15) calendar days per fiscal year for active duty, active duty training and inactive duty training;
 - 2. Twenty-two (22) workdays per calendar year for emergency duty as ordered by the President or a State Governor.
 - 3. Forty-four (44) workdays per calendar year for members of a reserve component and National Guard technicians' duty overseas under certain conditions.
 - 4. Unlimited military leave to members of a reserve component and the National Guard for certain types of duty ordered by the President.
- B. A permanent classified employee who is a member of the National Guard or a reserve component of the Armed Forces of the United States will be allowed military leave with full pay not to exceed the number of days indicated in A. above; such leave will be granted only during a period when the individual is required to be on duty in order to meet an active duty commitment.
- C. Any employee included in this category that is called upon to serve a longer period of time not during an emergency shall be entitled to a leave of absence without pay.
- D. A full time employee who is called to short term duty under the authority of a State Governor or the Mayor of Washington, D.C., during any emergency shall be entitled to a leave of absence with full pay for such duty for such time while actually serving under such active duty order in addition to the specific periods specified in A. above.
- E. Any permanent classified employee who is drafted for military service may request leave without pay for the period of the obligated service.
- F. Upon return from such leave, the employee shall be placed on the same salary scale at the level the employee would have achieved had he/she remained in the system during the period of absence up to a maximum of three years provided:

1. That he/she requests restoration within ninety (90) days of receipt of his/her honorable discharge;
2. That he/she is physically and mentally capable of performing the work required;
3. That his/her former position or one of a similar class is available. In the event neither the former position nor one of a similar class is available the employee will be assigned to a position which the Chief Human Resources Officer determines he/she is qualified to fill. The employee's salary will be based on the grade of the position to which assigned with consideration being given to his/her previous experience with the Prince George's County Public Schools and his/her time in service.

- G.** Any change in federal, state, local law, regulation or procedure which provide greater military leave benefits shall, after consultation with the Union be made applicable to employees covered by this section.
- H.** Any employee who voluntarily negotiates a contract for service with the Peace Corps or Domestic Peace Corps is subject to the same benefits and provisions allowed to employees granted military leave.

Section 8 – Civil Leave

A. Reasons for Civil Leave

An employee shall be given time off without loss of pay when (1) performing jury duty, (2) when performing brief periods of emergency civilian duty in connection with national defense.

Employees whose scheduled duty day exceeds four hours on primary or general election day will be given time off to vote.

B Jury Duty

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

Section 9 – Court Appearance

A permanent or probationary classified employee shall be entitled to paid 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/her duties or responsibilities as an employee of the Board.

If a classified employee appears as a witness for the Prince George's County Public Schools with or without a subpoena, no deduction shall be made from salary.

Any witness fees received for a court appearance must be endorsed over to the Prince George's County Public Schools and forwarded to the payroll office.

Section 10 – Leave of Absence Without Pay

Leaves of absence without pay for a period of not more than one year may be authorized to permanent classified employees 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 of Schools. Requests must be submitted, in writing, to the Chief Human Resources Officer for approval at least thirty (30) days in advance of the requested leave date. Exceptions may be granted for emergency situations.

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. 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 the expiration of his leave of absence shall be considered as a resignation.

Upon re-employment, an individual will not necessarily be reinstated to the same position previously held or in the same location. An individual who is eligible and physically able to return to work will be re-employed as soon after his/her request is received as when an appropriate vacancy occurs.

Members may contribute to the Employees' Retirement System while on leave of absence according to the provisions of the Retirement System.

While on leave of absence, an employee has the option of continuing his 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.

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 11 – Time Off Without Pay

Time off for illness or personal emergency for periods up to fifteen (15) days are not considered as a leave of absence and may be approved by the employee’s Leave Granting Authority. Extension beyond fifteen (15) days must be approved by the Chief Human Resources Officer. 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. An employee must use available sick and annual leave as appropriate before receiving time off without pay.

Section 12 – Absence Without Leave

The absence of an employee from duty, including any absence for a single day or part of a day, that is not authorized by a specific grant of leave of absence under the provisions of these regulations shall be deemed to be an absence without leave. Any such absence shall be without pay and may result in disciplinary action. In the absence of such disciplinary action, any employee who absents himself/herself for three (3) consecutive days without leave shall be deemed to have quit. Such action may be reconciled by a subsequent grant of leave if the conditions warrant.

Section 13 - Pregnancy Leave

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.

An employee may use available sick leave and/or accumulated annual leave during the period of pregnancy leave. All of such leave shall be treated as any other authorized leaves with pay pursuant to the provisions of this Agreement for as long a period of time as such employee shall utilize available sick leave and accumulated annual leave days. Available sick leave days shall be utilized prior to the utilization of accumulated annual leave days.

An employee on pregnancy leave shall be considered to be on a leave of absence without pay for personal illness in accordance with Article V, Section 10, for all days not covered by paid leave.

In the eventuality an employee’s disability continues beyond the period of the pregnancy leave and the employee is not entitled to any paid leave, the employee

may apply for and receive a status of Authorized Leave Without Pay pursuant to the provisions of Article V, Section 10, not to exceed the duration of the disability.

Section 14 – Maternity Leave

A classified employee may, upon the expiration of pregnancy leave, apply for and receive a maternity leave for a period, which when computed with any pregnancy leave or sick leave taken on account of a pregnancy, shall not exceed a total of twelve (12) months. There shall be no entitlement in any employee on maternity leave to receive paid sick leave benefits during that period of time. Any annual leave previously earned and accumulated to the credit of an employee may be taken during the period said employee is on maternity leave to the full amount of annual leave days earned and accumulated. An employee on maternity leave shall be considered to be on a leave of absence without pay in accordance with Article V, Section 10, for all days not covered by paid leave.

The employee shall write to the Division of Human Resources thirty (30) days prior to the time she wishes to return from maternity leave or the expiration of the maternity leave.

Section 15 - Bereavement

On the death of a child, step child, parent, step parent, parent-in-law, grandchild, brother, sister, husband, wife, legal guardian, son-in-law, daughter-in-law, sister-in-law, brother-in-law, grandparent, grandparent of spouse, qualified domestic partner, or anyone who has lived regularly in the household of a permanent employee immediately preceding death, such employee shall be allowed up to four (4) work days of absence without loss of salary. One of the four days must be the day of the funeral or interment except when the funeral is held on a weekend or holiday. On the death of an aunt, uncle, niece, or nephew, employees shall be allowed two work days of absence from work without loss of salary. The employee will be required to submit to his/her immediate supervisor a written statement specifying the date of the funeral. Proof of death may be required if, in the opinion of the immediate supervisor, the employee has abused the privilege.

Section 16 – Worker’s Compensation and Disability Leave

All Prince George’s County Public Schools employees are covered by the State Workers’ 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/she may, under the present coverage, apply for Workers' Compensation pay for lost time beginning with the fourth day of absence after the injury.

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

- A. 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 Workers' Compensation Act.
- B. If incapacitated for his/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.
- C. The Prince George's County Public Schools may select a physician to determine the physical ability of the employee to continue working or return to work.
- D. Disability leave shall not exceed ninety (90) working days beginning with the date of injury for any one injury.
- E. Payment Of Disability Leave is contingent upon the assignment of Workers' Compensation checks for the first ninety (90) day period to the Prince George's County Public Schools as payee. Workers' Compensation checks name the employee and the Prince George's County Public Schools as payees. Upon receipt, the employee must endorse the check and return it to the Employee Services Office Prince George's County Public Schools. Upon the termination of Disability Leave, Workers' Compensation checks, if still being received, will be endorsed and forwarded to the employee for his retention.
- F. A temporary employee who is disabled in line of duty shall not receive disability leave but shall be paid in accordance with the provisions of the State Workers' Compensation Act.
- F. Abuse of disability leave may be considered as grounds for disciplinary action, including dismissal.

It is important that an employee report every injury to his 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 expenses.

All injuries sustained by employees while on duty must be reported by the employee's immediate supervisor on the form "Employer's Initial Report of Injury". This form is available at all school administrative offices. When completed, the form just be forwarded to the Employee Services Office, Prince George's County Public Schools.

In the course of a claim for Workers' 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.

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

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

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 – Disposition of Leave

All employees 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 two hundred (200) days for twelve-month employees, or for thirty (30) days of accumulated annual leave, whichever is greater. A person retiring on disability would be eligible for such payment after five (5) years of service in Prince George's County Public Schools. An individual shall be eligible to receive such payment 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 two hundred (200) days for twelve-month employees, or for thirty (30) days of accumulated annual leave, whichever is greater.

Section 18 – Family Medical Leave Act (FMLA)

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.

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, or 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 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.

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.

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.

Section 19 – Safe Leave

Use of available leave not to exceed 40 hours each fiscal year for confirmed personal needs or for family members' (who permanently resides within the household) need relating to domestic violence, stalking or human trafficking.

ARTICLE 6 – INSURANCE BENEFITS

Medical Care Program

The Board of Education shall implement a Medical Care Program for eligible employees and their eligible dependents and the Board shall pay 75% for the first eight years of employment and 80% thereafter of the premium.

Optical Care Program

The Board of Education shall provide an optional Optical Care Program for eligible employees and their eligible dependents and the Board shall pay 75% for the first eight years of employment and 80% thereafter of the premium.

Prescription Medication Insurance Program

The Board shall provide an optional Prescription Medication Insurance Program for eligible employees and their eligible dependents and the Board shall pay 75% for the first eight years of employment and 80% thereafter of the premium.

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 above for all unit members enrolled in a Board of Education qualified prepaid health maintenance organization.

Life Insurance

All employees will have free term life insurance. The amount of an individual's insurance will be two times the annual salary rounded to the next highest \$1,000.

Insurance Committee

The Board agrees to establish an Insurance Committee to consist of representatives of the Superintendent; Prince George's County Educators' Association; Association of Classified Employees/American Federation of State, County and Municipal Employees, Local 2250; Service Employees International Union, Local 400 PG; and labor organizations designated as the exclusive representatives for other segments of Board employees. The purpose of such an Insurance committee shall be 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.

Pretax Payment of Premiums and Option of Salary Reduction Plan

- A. Effective October 1, 1991, the employee's share of premium payments for Hospitalization, Surgical-Medical Insurance and Major Medical Insurance; Health Maintenance Organizations; Dental Care Insurance; Optical Care Insurance; and Prescription Insurance will be paid with pretax wages consistent with applicable laws and IRS regulations.
- B. Effective January 1, 1992, the Board will make available, at the employee's option, salary reduction agreements to cover the cost of qualified medical and child care expenses with pretax wages consistent with applicable laws and IRS regulations.

ARTICLE 7 – 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 at each level of this procedure. Nothing contained herein shall be construed as limiting the right of any classified employee 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 employee or by SEIU Local 400 PG on its own behalf concerning any alleged violation to this Agreement.
3. An “aggrieved person” is a classified employee making the claim.
4. The term “classified employee” includes individuals or groups who are members of the bargaining unit covered by this Agreement.
5. A “party in interest” is the person(s) making claim and any 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 duty days.

C. Procedures

Should a person elect the grievance procedure, he/she is admonished to follow the steps outlined below specifically. Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each level shall be regarded as a maximum, and every effort shall be made to expedite the process. The time limits specified may, however, be extended by mutual agreement by SEIU Local 400 PG and the Administration. In the event a grievance is filed on or after June 1, the time limits set forth herein shall be reduced so that the grievance procedure may be exhausted prior to the end of the school term or as soon thereafter as is practicable.

Step One

A classified employee with a complaint shall first discuss it with his/her immediate supervisor within five (5) days of the alleged wrong. He/she may request a SEIU Local 400 PG school representative and/or official SEIU Local 400 PG designee to meet with the parties involved.

Step Two

- a. In the event that the “aggrieved person” is not satisfied with the outcome of the oral conference, he/she shall submit in writing on the form provided at each school, his/her grievance within ten (10) days of said conference. If the “aggrieved person” so chooses, a SEIU Local 400 PG representative will assist him/her in writing his/her claim.
- b. Within five (5) days, his/her immediate supervisor will, on the form provided, write his/her opinion.

Step Three

In the event the aggrieved party is not satisfied with the decision of his/her immediate supervisor, he/she will, within fifteen (15) days by registered mail, by hand, or by electronic mail cause to be delivered the copy of his complaint and its answer to the Chief Human Resources Officer. The Union will be notified within five (5) days if the Chief Human Resources Officer determines that the grievance allegations should be responded to by another Chief Administrator. The appropriate Chief Administrator within twenty (20) days from receipt of the grievance, shall render a written decision as to the solution. If the Chief Human Resource Officer retains jurisdiction over the complaint, within twenty days (20) days from receipt of the grievance, shall render a written decision as to the solution. Copies are to go to the aggrieved person, his/her immediate supervisor, and SEIU Local 400 PG.

Step Four

Arbitration – If the aggrieved party is not satisfied with the decision of the appropriate Chief Human Resources Officer/Chief Administrator or if the appropriate Chief Human Resources Officer/Chief Administrator fails to render a decision within the prescribed time, within ten (10) days, the Union shall notify the Chief Human Resources Officer of an intent to arbitrate. An arbitrator shall be appointed within ten (10) days. Such arbitrator shall be selected by the Superintendent or their designee and the representative of SEIU Local 400 PG.

If they cannot agree, a joint request will be made to the American Arbitration Association or the Federal Mediation and Conciliation Services Division of the Federal Government within ten (10) days for a list of not less than five names. It is understood that the joint request shall not be construed as granting jurisdiction over the grievance to the American Arbitration Association or the Federal Mediation and Conciliation Service and that the involvement and authority of the American Arbitration Association or the Federal Mediation and Conciliation Service in the grievance shall be limited to providing the parties with the requested list. Selection shall be made by alternately striking names from the list until one name remains. Such person shall be designated as the arbitrator.

The arbitrator shall make a final decision in the case within ten (10) days after his/her appointment and shall submit his/her decision in writing to the Superintendent, a representative of SEIU Local 400 PG, and the aggrieved party. The arbitrator shall have no authority to add to, subtract from or otherwise modify the terms of this Agreement. The arbitrator shall be provided space at the central office to conduct his/her hearing together with secretarial or other assistance needed. He/she shall have right to contact any person who has any involvement in the case either directly or indirectly and require their attendance in any hearing or decision making process, at his/her discretion.

The decision of the arbitrator shall be binding on both parties unless the Superintendent finds that such decision violates established policy in which event the Superintendent may set aside the decision of the arbitrator and hold a hearing on said matter. If the outcome of the hearing is adverse to the grievant, the grievant may appeal the Superintendent's decision to the Board.

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 SEIU Local 400 PG President at the office of SEIU Local 400 PG.
3. No reprisals of any kind shall be taken by or against any party of interest or any participant in the grievance procedure by reason of such participation.
4. Grievances shall be filed on the official personnel grievance form.
5. Upon written request, information not of a confidential nature which is pertinent to a grievance, will be made available to the "aggrieved party."
6. Paid leave shall be granted to an employee testifying as a witness in a step four arbitration hearing scheduled during the employee's duty day. If a substitute is necessary for such employee, the cost of such substitute will be borne by the party calling the witness.

ARTICLE 8 – SALARY

Section 1 – Salary

Fiscal Year 2025 (July 1, 2024 - June 30, 2025)

1. 4% COLA
2. Anniversary Step Increase
3. 1% Differential for all employees at the top of step of the grade
4. Retention Bonus (one time)
 - a. \$800 to be paid in December 2024 for all FTE bargaining unit members defined as 40 hour benefit eligible employees on hand and in paid status as of July 1, 2024, and remaining in paid status as of December 1, 2024.
 - b. \$600 to be paid in December 2024 for all FTE bargaining unit members defined as benefits eligible employees working less than 40 hours weekly on hand and in paid status as of July 1, 2024, and remaining in paid status as of December 1, 2024.

Fiscal Year 2026 (July 1, 2025 - June 30, 2026)

1. 3% COLA
2. Anniversary Step Increase
3. 1% Differential for all employees at the top step of the grade
4. Retention Bonus (one time)
 - a. \$600 to be paid in December 2025 for all FTE bargaining unit members defined as 40 hour benefit eligible employees on hand and in paid status as of July 1, 2025, and remaining in paid status as of December 1, 2025.
 - b. \$400 to be paid in December 2025 for all FTE bargaining unit members defined as benefits eligible employees working less than 40 hours weekly on hand and in paid status as of July 1, 2025, and remaining in paid status as of December 1, 2025.

Note: All other stipends in this Article are suspended until further notice.

Section 2 – Call-In-Time

An employee called in to work outside his/her regular workday shall be paid a minimum of two hours at the rate of time and one-half, so long as such time is not an extension of his/her regular work day or extending the beginning or ending time of a shift. If overtime

comes at the beginning or end of a regular shift when the employee would normally work, he/she will be paid only for the actual time worked.

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

Section 3 – Anniversary Dates, Merit Increases and Longevity Increases

The compensation for the employees in the unit, based upon Appendix A shall be in accordance with the following:

A. Anniversary Dates

For the purpose 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/her anniversary date during the entire time the employee continuously works in the Plant Operation department.

B. Merit Increases

Employees who qualify will receive a one step increase on their anniversary date. The granting of these salary increments is based on the demonstration by the employee of an acceptable level of competence in the performance of his/her job.

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

It is the responsibility of the individual who supervises the work of an employee to insure that the employee understands what constitutes an acceptable level of competence and to advise the employee when his/her work is below this level. Such advice will be in writing. The employee should be made aware of his/her deficiencies at least forty-five (45) days prior to the date on which he/she may have an opportunity to raise his/her performance to an acceptable level. When an employee's salary increment is to be withheld he/she will be so notified in writing with the specific reasons why such action is being taken.

Section 4 – Duty Outside Employee’s Classification

An employee may be detailed to duty outside of the employee’s classification for a period of ten (10) working days at his/her regular rate of pay per fiscal year.

If an employee is detailed to duty outside his/her regular classification in any fiscal year for more than ten (10) working days, he/she will be compensated at an appropriate rate for the period of detail beyond ten (10) working days.

This document constitutes the entire agreement between both parties.

Section 5 – Retention of Salary

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/her current salary for a period of one year, unless he/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/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/she could be transferred within the present administrative area.

Section 6 – Payroll Direct Deposit Program

As soon as the Board can effectuate the necessary procedures, Payroll Direct Deposit Program will be implemented. Upon implementation employees may, at their option, 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.

Section 7 – Night Cleaner

Bargaining unit employees working a shift that begins after 2:30 p.m. shall be paid at the Grade 8 Night Cleaner scale. Grade 7 will be designated Day Cleaner.

Section 8 – Attendance Stipend Effective with FY01

A. The stipend will be paid on absences related to sick leave and personal leave at the following calculation rates:

Perfect attendance	100%
.5 – 2 days	75%

B. The stipend will be Three Hundred Dollars (\$300) for full time employees and Two Hundred Dollars (\$200) for part time employees.

C. The stipend will be paid in the first paycheck in December for the preceding school year.

D. The stipend will be prorated on the number of days possible to work if an employee starts after the school year begins.

Section 9 – Evaluation Stipend Effective with FY03

An employee who receives an evaluation of satisfactory will be paid a stipend of Three Hundred Dollars (\$300). This stipend will be paid in the last paycheck in July for the preceding school year.

Section 10 – Staff Development Stipends Effective with FY01

Employees who complete the required courses will be paid an additional amount per hour as follows:

Plant Operations Program: + 10 cents per hour. Includes the courses: Boiler, Housekeeping and Safety.

Maintenance Medic Program: +40 cents per hour. Includes the courses: Electric Maintenance, Carpentry/Painting Maintenance and Plumbing/HVAC Maintenance.

Upon completion of each course of the Maintenance Medic Program, employees will receive an increase in their hourly rate of ten cents (\$0.10). Upon completion of all three (3) courses, bargaining unit employees will receive an additional ten cent (\$0.10) increase in their hourly rate, for a total of forty cents.

Section 11 – Tuition Reimbursement

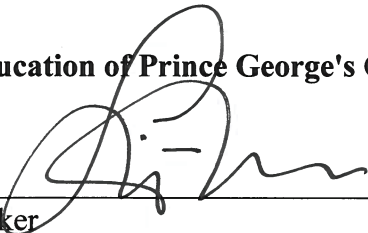
Employees that have completed qualified course work are eligible to apply for tuition reimbursement. Applications and payments will be processed online in the order they are until all funds for the bargaining unit are depleted.

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 Professional Learning and Leadership and within limitation of funds budgeted.

A list of all Local 400 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 two (2) 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, death, or retirement; 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.

The 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:

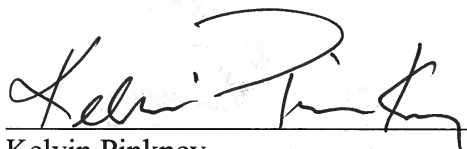


Lolita E. Walker
Board Chair



Millard House II
Superintendent

Service Employees International Union PG, Local 400:

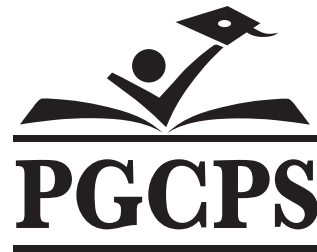


Kelvin Pinkney
President



Roosevelt Limes
Vice-President

Negotiated Agreement



Prince George's County Public Schools

14201 School Lane • Upper Marlboro, Maryland 20772

www.pgcps.org