

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, 2003 to June 30, 2005

Table of Contents

Article I - Preamble	1	Article V - Benefits	5
Article II - Recognition	1	Section 1 - Hours of Work	5
Article III - Union Rights	2	Section 2 - Attendance	5
Section 1 - Employee Lists	2	Section 3 - Holidays	5
Section 2 - Dues Deduction	2	Section 4 - Annual Leave	6
Section 3 - Calendar Committee	2	Section 5 - Sick Leave	6
Section 4 - Union-Board Study Committee	2	Section 6 - Employees' Sick Leave Bank	7
Section 5 - Use of Schools Facilities	2	Section 7 - Leave for Military Service, Peace Corps, Domestic Peace Corps	8
Section 6 - Agreement Copies	2	Section 8 - Civil Leave	8
Section 7 - Personnel Allocation Review	2	Section 9 - Court Appearance	8
Section 8 - Interschool Mail	2	Section 10 - Leave of Absence Without Pay	9
Section 9 - Bulletin Board Space	2	Section 11 - Time Off Without Pay	9
Section 10 - Notices to the Union	2	Section 12 - Absence Without Leave	9
Section 11 - Union Stewards	2	Section 13 - Pregnancy Leave	9
Section 12 - Leave for Elected Union Officials	3	Section 14 - Maternity Leave	9
Section 13 - Organization Involvement Leave	3	Section 15 - Leave for Death in the Family	9
Section 14 - School Based Management	3	Section 16 - Workers' Compensation and Disability Leave	9
Section 15 - Voluntary COPE Deductions	3	Section 17 - Disposition of Unused Leave Upon Retirement	10
Article IV - Employee Rights	3	Section 18 - Family Medical Leave Act (FMLA)	10
Section 1 - Promotions	3	Article VI - Insurance Benefits	11
Section 2 - Building Supervisor Responsibilities	4	Article VII - Grievance Procedure	11
Section 3 - Anniversary Date	4	Article VIII - Salary	12
Section 4 - Termination Pay	4	Section 1 - Salary Increases	12
Section 5 - Snow Days	4	Section 2 - Call in Time	12
Section 6 - Duty Free Lunch	4	Section 3 - Anniversary Dates, Merit Increases and Longevity Increases	12
Section 7 - Overtime	4	Section 4 - Duty Outside Employee's Classification	13
Section 8 - Rest Break	4	Section 5 - Retention of Salary	13
Section 9 - Reductions in Force	4	Section 6 - Payroll Direct Deposit Program	13
Section 10 - Disciplinary Action	5	Section 7 - Night Cleaner	13
Section 11 - Involuntary Transfer	5	Section 8 - Attendance Stipend – (Effective with FY01)	13
Section 12 - Review of Personnel File	5	Section 9 - Evaluation Stipend – (Effective with FY03)	13
Section 13 - Mileage Reimbursement	5	Section 10 - Staff Development Stipends (Effective with FY01)	13
Section 14 - Work Schedule	5	Appendix A - Custodial Salary Schedule	14
Section 15 - Quitting Without Notice	5		
Section 16 - Staff Development Opportunities	5		
Section 17 - Vacancies in Authorized Positions	5		

AGREEMENT
BETWEEN SERVICE EMPLOYEES INTERNATIONAL UNION
SEIU LOCAL 400 PG AFL-CIO, CLC
AND THE BOARD OF EDUCATION OF
PRINCE GEORGE'S COUNTY, MARYLAND

ARTICLE I - 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 July 1, 2003 and continue in full force and effect until June 30, 2005.

The Board of Education of Prince George's County, Maryland and the Service Employees International Union Local 400 PG expressly agree that negotiations shall be reopened during the term of this Agreement for the sole purpose of negotiating wages and benefits for Fiscal Year 2005 and no other purpose.

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 the 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. seq.* 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 **Chief Executive Officer, hereinafter "CEO"**, 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 nonmembership 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 II - 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 CEO 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 have deducted from their payroll checks a "representation fee" as established by the Union in an amount not to exceed membership dues established locally for its members.

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

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** either Union dues or a representation fee. **In the event such employee** subsequently discontinues **his/her** Union membership and with the further understanding that, if such employees discontinues **his/her** employment and subsequently return as an employee of the Board, **that employee** would be subject to the payment of either Union dues or a representation fee.

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

ARTICLE III - 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, social security 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 in **SEIU** Local 400 PG may only be cancelled 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 **CEO**, shall serve on the Prince George's County School Calendar Committee which advises the **CEO** on employees' recommendations concerning holidays and the school calendar.

Section 4 - Union-Board Study Committee

A liaison committee of **SEIU** Local 400 PG representatives and a committee of administrators shall meet at least once annually to discuss mutual concerns which may include matters relating to safe working conditions for unit members.

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 - Agreement Copies

Copies of this agreement shall be reprinted and distributed by the Board to all employees covered by this agreement. Cost of reproduction of copies will be shared by **SEIU** Local 400 PG and the Board.

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 is permitted to 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, the **SEIU** Local 400 PG will refrain from such use in the future.

Section 9 - Bulletin Board Space

The Board will provide space for the posting of bulletins in areas which are readily accessible to **SEIU** Local 400 PG members.

Section 10 - Notices to the Union

SEIU Local 400 PG shall receive the Board packet generally available for public inspection prior to each public Board meeting and a copy of the official Board minutes after approval of the Board.

SEIU Local 400 PG shall be provided a copy of the **CEO**'s proposed and the Board of Education's proposed and approved budgets.

Section 11 - 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 pro-

vided that this shall not interfere with or interrupt the normal work schedule of the employee or prevent the person from satisfactorily performing his responsibilities. SEIU Local 400 PG officials shall check in at school or department office prior to contacting any employees.

Section 12 - Leave for Elected Union Officials

An employee elected to a union office which takes him from his employment with the Board shall, at the written request of the union, be granted a leave of absence without pay for a period not to exceed two years. Such leave of absence may be renewed or extended by mutual agreement.

Section 13 - 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 five hundred forty (540) hours, aggregate and cumulative for all employees, shall be approved in any school year, of which number, two hundred (200) 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. 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.

SEIU LOCAL 400 PG DUES DEDUCTION CARD

This is to notify you of my membership in SEIU Local 400 PG. Consider this your authorization to deduct from my earnings the amount necessary to pay my dues as set forth in the official notification

provided to the Board of Education by SEIU Local 400 PG. I understand that any increase in dues and notification by SEIU Local 400 PG to the Board of Education of such increase shall constitute authority in the Board to automatically increase my deduction for dues. The amount deducted shall be paid to SEIU, Local 400 P.G.

This authorization shall remain in effect unless terminated by me upon written notice during September 1 thru 30.

Annual Dues:
Amount to be Deducted per Pay Period
Signature
Address
City
State
Phone
Place of Work
Job Title
Social Security Number
Date

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 Union, 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 employees' 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 IV - EMPLOYEE RIGHTS

Section 1 - Promotions

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 promotion should submit a transfer/promotion application to the **Division of Human Resources**. When an outside applicant and a unit member are considered to be equally well qualified for a position, preference will be given to the unit member. Employees considered for promotion will be considered on the basis of their qualifications, performance, length of service, and other pertinent factors. When all other factors being considered are determined to be equal, seniority shall be the determining factor.

The **Division of Human Resources** will publicize all vacancies at grade twelve and above by distributing an Employment Opportunity Notice to all schools and other work locations for posting.

Additionally, once each year the **Division of Human Resources** will distribute to each school and department promotion/transfer applications in sufficient quantity to provide one for each unit member assigned thereto. Employees desiring to be considered for a promotion

or a transfer should complete the application and forward it to the **Division of Human Resources**. The **Division of Human Resources** will acknowledge receipt of the application, if requested. The **Division of Human Resources** will issue quarterly a general announcement reminding employees that, if they wish to apply for a Grade 9, 10 or 11 position, they need to file a separate promotion/transfer card for each such position for which they want to be considered.

In filling vacant positions, first consideration will be given to those employees who have a current Promotion/Transfer card on file in the **Division of Human Resources**. The three most senior of the applicants referred must be interviewed. For purposes of this section, seniority shall mean length of continuous service of a permanent employee within the same class and grade. In addition, other applicants may be interviewed as desired from among those referred. Employees interviewed for promotion/transfer but not selected will be so notified in writing. An applicant once interviewed for a promotion/transfer will not necessarily be interviewed again for a period of six months.

When an employee is promoted or his position reclassified upward two grades or more, he shall be placed on the appropriate grade at that step which is closest to a two step increase in his former pay. When the promotion or reclassification is less than two grades, he shall be placed

on the next higher grade at the step which is closest to a one step increase in his former pay. The salary cannot be higher than the maximum for his new pay grade.

Section 2 - Building Supervisor Responsibilities

The Building Supervisor has responsibility for work schedules, work location, and placement of his staff although the principal has final authority for overall operation. The Building Supervisor is to be consulted about his duty performance or the performance of personnel under him 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 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 anniversary date shall remain the same.

Section 4 - Termination Pay

If an employee ceases to be employed by the Board, he will be reimbursed for all accumulated annual leave, up to the maximum accumulation he has earned consistent with Board policies.

Section 5 - Snow Days

On official snow days or when inclement weather forces the closing of schools, Plant Operations employees will normally be expected to work because of the nature of their employment.

When the employee works on a snow day that the Central Office is closed, he/she shall be granted at one and one half time a compensatory day off within the first ten (10) duty days subsequent to said snow day and if not granted, the day will be paid. In addition, on any snow day when the Central Office has been closed and the **Chief Administrator** for Supporting Services determines that the needed snow removal and cleaning can be accomplished 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.

Section 6 - 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 Facilities Services 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 7 - 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 **CEO** or his/her designated

representative. Such compensatory time off must be granted within 10 duty days following the end of the pay period in which the time was earned or the employee must be paid.

Any full time employee whose regular forty (40) hour work week is scheduled over more than five days in a seven day week shall be compensated at one and one-half his/her regular hourly rate for work performed on the sixth day of such week. All work in excess of forty (40) hours in any week that is performed on a Sunday shall be compensated at twice the employee's regular hourly rate.

Section 8 - 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 9 - 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 in class and grade is equal, skill, ability and efficiency may be taken into consideration by the Board in determining reductions in force.

NOTE: Seniority means length of service in class and grade.

- c. *Bumping:* If a permanent employee is scheduled to be laid off, he/she shall be offered a transfer or demotion to a lower class if he 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 nonunion 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 formal 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 for Involuntary Transfer (Article IV, Section 11) and Reductions-in-Force (Article IV, Section 9) will apply.

Section 10 - 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 Rules Pertaining to Administration Hearing Procedures Pursuant to Regulations for Classified Personnel, Section 4161, VII which rules will not be changed without prior consultation with SEIU Local 400-P.G.

Section 11 - 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 12 - 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 Director of Personnel. He/She shall be able to review his/her folder within ten (10) days after receipt of request.

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 Director of Personnel 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 13 - 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 14 - Work Schedule

Work schedules will be posted in each work location by the Building Supervisor.

Section 15 - 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 16 - Staff Development Opportunities

The Board will provide training opportunities designed to help employees improve job knowledge and skills. Programs will include training for employees who work with asbestos materials.

Section 17 - 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 15 consecutive work days shall, subject to fiscal circumstances and needs of the school system, be filled as soon as possible, but no later than 15 working days after the vacancy occurs.

ARTICLE V - BENEFITS

Attendance and Leave

Section 1 - Hours of Work

Hours of work for permanent personnel shall be as prescribed by the CEO 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.

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 CEO 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 employees regularly assigned duties on less than five days per week shall be eligible for only those holidays which fall on one of their regularly scheduled work days.

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

Section 4 - Annual Leave

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 service 13 days
- Over three years, less than 15 years 20 days
- Fifteen years service and over 25 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 twenty (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 probationary period up to a maximum of ten days at the discretion of his 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, 1990, one (1) day 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 a fiscal year, annual leave up to the amount an individual earns in one year may only be carried over from that fiscal year to the next. Unused leave in excess of that which an individual can carry over may be converted to sick leave up to a maximum of ten (10) days provided that it was accumulated for reasons beyond the employee's control and it was not convenient to grant the employee the use of such annual leave.

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 terminal leave, maternity leave, or any form of leave without pay.

Temporary employees and part-time employees who work less than 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 (1½) days per month, at the conclusion of each month, of work.

An employees 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 on one day per month, at the conclusion of each month, of 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 (1½) 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, necessary appointments with a physician or dentist, or confinement to home be cause of quarantine, and for temporary disability related to pregnancy. (Pregnancy itself is not considered a sickness warranting the granting of sick leavewith 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.

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 a maximum of five (5) days accumulated 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 Administrator for Human Resources 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 (½) 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 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 employment with the Prince George’s County Public Schools may have his accumulated sick leave restored if he is re-employed within a twelve month period.

Section 6 - Employees’ Sick Leave Bank

- a. No employee shall be considered eligible for compensation through the Sick Leave Bank unless such employee was on duty or authorized absence the duty day preceding the commencement of disabling illness.
- b. All 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 SIEU Local 400-PG and this Approval Committee shall have the responsibility of receiving requests, verifying the validity of requests, recommending approval or denial of the requests, and communicating its decision to the member and the 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 **SEIU** Local 400-PG and two (2) members appointed by the **CEO** of Schools 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 **SEIU** Local 400-PG and the **CEO** of Schools 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 cancelled 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 cancellation date.

f. Contributions shall be made between July 1 and October 1 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 leave will be permitted to contribute to the bank only after approval of the Approval Committee.

g. The annual rate of contribution for the 1979-80 school year shall be one (1) day of sick leave. Annual rate of contribution for 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 any one fiscal year will be the remaining number of duty days a unit member is scheduled to work. In no case will the granting of leave from the bank cause a unit member to receive more than the total wages that would have been earned in that fiscal year.

i. Members must use all available sick leave and all annual leave entitlements due for the remainder of the fiscal year before qualifying for leave from the bank. Applications for use of the bank shall be made on the required form and submitted to the Approval Committee.

j. The first ninety (90) 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 fifteen (15) 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 **Division of Human Resources** will receive and review the decision of the Approval Committee from the bank. If the grants from the bank are consistent with Prince George's County Board of Education's sick leave policies and the rules of the Sick Leave Bank, the **Division of Human Resources** will approve these bank grants to be paid by the Prince George's County Public Schools to the member and shall forward the bank grants to the appropriate department for payment. In any case where the decision of the **Division of Human Resources** does not concur with the Approval Committee, the **Division of Human Resources** 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 **SEIU** 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 Human Resources Office 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 permanent classified employee who is a member of the National Guard or a Reserve component of the Armed Forces of the United States shall be allowed military leave with pay, less the amount paid for such duty, not to exceed fifteen (15) days per calendar or fiscal year for active duty for training. Leave granted, whenever possible and unless otherwise authorized, will be at the convenience of the employee's immediate supervisor. Short time emergency call-up leave shall be granted not to exceed ten (10) working days per calendar year. Employees subjected to emergency call-up shall receive full pay less the amount paid for such duty, but must furnish a written statement showing dates and amount paid for such duty.

Any employee who is inducted or enlists in any branch of the Armed Forces of the United States shall, upon request, be granted military leave without pay. 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 or one of a similar class is available the employee will be assigned to a position which the **Chief Administrator for Human Resources** 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.

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 a 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. Temporary employees are not entitled to receive civil leave.

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 **Chief Executive Officer** of Schools will benefit the Prince George's County Public Schools. Requests must be submitted, in writing, to the **Chief Administrator for Human Resources** 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 request is received and 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 Schools' 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 is 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 Administrator for Human Resources**. 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, annual, or personal 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.

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 - Leave for Death in the Family

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, **grandparent**, 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) consecutive work days of absence without loss of salary. One of the four consecutive days must be the day of the funeral or interment, except when the funeral is held on a weekend or holiday. **The employee will be required to submit to his 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 - Workers' 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 the 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 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.

G. 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 must 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 and may be so claimed when filing federal tax returns. In addition, an employee may be eligible for adjustments to income for disability pay received.

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 Unused Leave Upon Retirement

Upon retirement after at least twelve years service in Prince George's County Public School, employees shall receive payment for three-tenths of their unused sick leave, not to exceed full pay for up to a maximum of 75 days for ten-month employees, 81 days for eleven-month employees and 87 days for twelve-month employees, or for 25 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 would be eligible to receive such reimbursement only once during this period of employment in Prince George's County Public Schools. This payment would be based upon the salary of the final year of employment.

Section 18 - Family Medical Leave Act (FMLA)

A. As of February 5, 1994, the FMLA became effective for all eligible employees of the Board of Education of Prince George's County. The Act provides for twelve (12) weeks of unpaid leave during a twelve (12) month period for the following circumstances:

- 1. A new child (either by birth or by placement with the employee for adoption or foster care);**
- 2. To care for the employee's spouse, child, or parent with a serious health condition;**
- 3. A serious health condition of any employee that renders the employee unable to perform functions of his/her position.**

B. The rules as to employee eligibility and the rules pertaining the use of the FMLA are contained in Bulletin S-13-03 issued by the CEO of the Prince George's County Public Schools on August 7, 2002, and can be reviewed either at the Human Resources Office at the Board of Education or at the Union office.

ARTICLE VI - INSURANCE BENEFITS

Medical Care Program

A. 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

A. 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

A. 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.

Dental Care Insurance

The Board will provide a dental care insurance plan for eligible unit members and their dependents and the Board shall pay 72% for the first eight years of employment and 77% thereafter of the premium.

Health Maintenance Organizations

A. Employees enrolled in a participating Health Maintenance Organization (HMO) as of January 31, 1995 may, at their option, continue such coverage until such time as they voluntarily elect to discontinue participation in an HMO. In the event that an HMO ceases to be available, an employee enrolled in that HMO may transfer to another HMO which was available during the 1994-95 policy year and continues to offer coverage.

B. 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 for all employees employed prior to August 1, 1981. For persons employed after July 31, 1981, the amount of insurance will be equivalent to one times their annual salary for the first five years of service, one and one-half times their annual salary for the next five years, and two times their annual salary thereafter.

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 – P.G.; 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 VII - 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 ten (10) days by registered mail or by hand, cause to be delivered the copy of his complaint and its answer to the **Chief Administrator for Human Resources**. The union will be notified within three (3) days if the **Chief Administrator for Human Resources** determined that the grievance allegations should be responded to by another **Chief Administrator**. The appropriate **Chief Administrator** within ten (10) days from receipt of the grievance, shall render a written decision as to the solution. Copies 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 Administrator** or if the appropriate **Chief Administrator** fails to render a decision within the prescribed time, an arbitrator shall be appointed within ten (10) days. Such arbitrator shall be selected by the **Chief Executive Officer** 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 **Chief Executive Officer**, 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 discretion.

The decision of the arbitrator shall be binding on both parties unless the **Chief Executive Officer** finds that such decision violates established policy in which event the **Chief Executive Officer** 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 **Chief Executive Officer**'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 VIII - SALARY

Section 1 - Salary

Fiscal Year 2004

Salary will be as provided for on the attached salary scales.

Salary Tables to be improved by two (2%) per cent effective October 18, 2003, on their respective anniversary dates.

The Board shall make available the entire remaining portion of the contingency reserves set aside for deficit reduction available (after deficit reduction) to employee bargaining units to create and equalized salary stipend.

Fiscal Year 2005

Salary Schedules for Fiscal Year 2005 shall be established pursuant to negotiations of the same between the board and the Union as stated in Article I, above.

Section 2 - Call-In-Time

An employee called on to work outside his/**her** regular work day 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.

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

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 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 fortyfive (45) days prior to the date on which he/she can become eligible for a salary increment in order that 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 twenty-five (25) 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 twenty-five (25) days, he/she will be compensated at an appropriate rate for the period of detail beyond twenty-five (25) 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 a 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

Grade 8 will be reinstated on the Custodial Pay Table and designated Night Cleaner at a rate Fifty (\$0.50) cents higher than the Grade 7 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%
2.5 - 4 days	50%
4.5 - 6 days	25%

B. The stipend will be \$200 for full time employees and \$100 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 \$200. 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: +20 cents per hour.
Includes the courses: Electric Maintenance, Carpentry/Painting Maintenance and Plumbing/HVAC Maintenance.

CUSTODIAL PAY TABLE
TABLE 300
Prince George's County Public Schools
July 1, 2003 - June 30, 2004

Classification	Grade	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12	Step 13	Step 14	Step 15	Step 16	Step 17	Step 18
Cleaner**	07	\$10.20	\$10.51	\$10.83	\$11.15	\$11.48	\$11.81	\$12.17	\$12.53	\$12.92	\$13.30	\$13.70	\$14.11	\$14.52	\$14.95	\$15.41	\$15.87	\$16.34	\$16.83
Night Cleaner Leadman	09	\$10.77	\$11.10	\$11.42	\$11.77	\$12.13	\$12.48	\$12.86	\$13.25	\$13.65	\$14.07	\$14.47	\$14.90	\$15.36	\$15.82	\$16.30	\$16.78	\$17.30	\$17.81
Building Supervisor I Night Foreman	10	\$11.17	\$11.51	\$11.86	\$12.21	\$12.58	\$12.95	\$13.33	\$13.73	\$14.14	\$14.56	\$14.99	\$15.45	\$15.91	\$16.38	\$16.88	\$17.39	\$17.91	\$18.45
Assistant Building Supervisor I Auxiliary Building Supervisor I Building Equipment Operator I Building Supervisor II	11	\$11.67	\$12.04	\$12.39	\$12.76	\$13.16	\$13.55	\$13.96	\$14.38	\$14.81	\$15.25	\$15.70	\$16.19	\$16.66	\$17.17	\$17.68	\$18.21	\$18.76	\$19.33
Assistant Building Supervisor II Building Supervisor III	12	\$12.08	\$12.43	\$12.80	\$13.20	\$13.59	\$14.01	\$14.42	\$14.85	\$15.29	\$15.76	\$16.24	\$16.72	\$17.22	\$17.73	\$18.27	\$18.81	\$19.38	\$19.95
Auxiliary Building Supervisor II Building Supervisor IV	13	\$12.60	\$12.97	\$13.35	\$13.75	\$14.16	\$14.58	\$15.01	\$15.47	\$15.93	\$16.40	\$16.90	\$17.41	\$17.93	\$18.47	\$19.02	\$19.59	\$20.19	\$20.79
Building Equipment Operator II	14	\$13.10	\$13.49	\$13.89	\$14.33	\$14.75	\$15.20	\$15.65	\$16.13	\$16.61	\$17.11	\$17.63	\$18.16	\$18.70	\$19.26	\$19.83	\$20.43	\$21.03	\$21.68
Building Supervisor V	15	\$13.67	\$14.08	\$14.49	\$14.92	\$15.37	\$15.83	\$16.31	\$16.79	\$17.31	\$17.82	\$18.37	\$18.91	\$19.48	\$20.06	\$20.67	\$21.29	\$21.92	\$22.58
Custodial Equipment Mechanic	16	\$14.26	\$14.69	\$15.14	\$15.58	\$16.04	\$16.53	\$17.03	\$17.54	\$18.06	\$18.60	\$19.17	\$19.75	\$20.35	\$20.94	\$21.57	\$22.24	\$22.89	\$23.57
Auditorium Technician Building Supervisor VI Custodial Equipment Area Supervisor Pest Controller Senior Auxiliary Building Supervisor	17	\$14.89	\$15.35	\$15.80	\$16.28	\$16.76	\$17.27	\$17.78	\$18.32	\$18.86	\$19.44	\$20.02	\$20.61	\$21.24	\$21.87	\$22.54	\$23.22	\$23.91	\$24.62
Chief Building Supervisor	18	\$15.64	\$16.12	\$16.59	\$17.09	\$17.61	\$18.14	\$18.68	\$19.24	\$19.81	\$20.41	\$21.00	\$21.64	\$22.30	\$22.96	\$23.65	\$24.36	\$25.08	\$25.84

NOTE:
 Personnel on this salary scale are hourly employees and are paid on the basis of actual hours worked. Regular work day is 8 hours excluding 30 minutes for lunch.
 ** Cleaners that begin after 3:00 pm will receive a night shift differential of .50 cents an hour.

CUSTODIAL PAY TABLE
TABLE 300
 Prince George's County Public Schools
 July 1, 2004 - Jan 7, 2005

Classification	Grade	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12	Step 13	Step 14	Step 15	Step 16	Step 17	Step 18
Cleaner**	07	\$10.40	\$10.72	\$11.05	\$11.37	\$11.71	\$12.05	\$12.41	\$12.78	\$13.18	\$13.57	\$13.97	\$14.39	\$14.81	\$15.25	\$15.72	\$16.19	\$16.67	\$17.17
Night Cleaner	08	\$10.91	\$11.23	\$11.56	\$11.88	\$12.22	\$12.56	\$12.92	\$13.29	\$13.69	\$14.08	\$14.48	\$14.90	\$15.32	\$15.76	\$16.23	\$16.70	\$17.18	\$17.68
Night Cleaner Leadman	09	\$10.99	\$11.32	\$11.65	\$12.01	\$12.37	\$12.73	\$13.12	\$13.52	\$13.92	\$14.35	\$14.76	\$15.20	\$15.67	\$16.14	\$16.63	\$17.12	\$17.65	\$18.17
Building Supervisor I Night Foreman	10	\$11.39	\$11.74	\$12.10	\$12.45	\$12.83	\$13.21	\$13.60	\$14.00	\$14.42	\$14.85	\$15.29	\$15.76	\$16.23	\$16.71	\$17.22	\$17.74	\$18.27	\$18.82
Assistant Building Supervisor I Auxiliary Building Supervisor I Building Equipment Operator I Building Supervisor II	11	\$11.90	\$12.28	\$12.64	\$13.02	\$13.42	\$13.82	\$14.24	\$14.67	\$15.11	\$15.56	\$16.01	\$16.51	\$16.99	\$17.51	\$18.03	\$18.57	\$19.14	\$19.72
Assistant Building Supervisor II Building Supervisor III	12	\$12.32	\$12.68	\$13.06	\$13.46	\$13.86	\$14.29	\$14.71	\$15.15	\$15.60	\$16.08	\$16.56	\$17.05	\$17.56	\$18.08	\$18.64	\$19.19	\$19.77	\$20.35
Auxiliary Building Supervisor II Building Supervisor IV	13	\$12.85	\$13.23	\$13.62	\$14.03	\$14.44	\$14.87	\$15.31	\$15.78	\$16.25	\$16.73	\$17.24	\$17.76	\$18.29	\$18.84	\$19.40	\$19.98	\$20.59	\$21.21
Building Equipment Operator II	14	\$13.36	\$13.76	\$14.17	\$14.62	\$15.05	\$15.50	\$15.96	\$16.45	\$16.94	\$17.45	\$17.98	\$18.52	\$19.07	\$19.65	\$20.23	\$20.84	\$21.45	\$22.11
Building Supervisor V	15	\$13.94	\$14.36	\$14.78	\$15.22	\$15.68	\$16.15	\$16.64	\$17.13	\$17.66	\$18.18	\$18.74	\$19.29	\$19.87	\$20.46	\$21.08	\$21.72	\$22.36	\$23.03
Custodial Equipment Mechanic	16	\$14.55	\$14.98	\$15.44	\$15.89	\$16.36	\$16.86	\$17.37	\$17.89	\$18.42	\$18.97	\$19.55	\$20.15	\$20.76	\$21.36	\$22.00	\$22.68	\$23.35	\$24.04
Auditorium Technician Building Supervisor VI Custodial Equipment Area Supervisor Pest Controller Senior Auxiliary Building Supervisor	17	\$15.19	\$15.66	\$16.12	\$16.61	\$17.10	\$17.62	\$18.14	\$18.69	\$19.24	\$19.83	\$20.42	\$21.02	\$21.66	\$22.31	\$22.99	\$23.68	\$24.39	\$25.11
Chief Building Supervisor	18	\$15.95	\$16.44	\$16.92	\$17.43	\$17.96	\$18.50	\$19.05	\$19.62	\$20.21	\$20.82	\$21.42	\$22.07	\$22.75	\$23.42	\$24.12	\$24.85	\$25.58	\$26.36

NOTE:
 Personnel on this salary scale are hourly employees and are paid on the basis of actual hours worked. Regular work day is 8 hours excluding 30 minutes for lunch.

**Cleaners that begin after 3:00 pm will receive a night shift differential of .50 cents an hour.

CUSTODIAL PAY TABLE
TABLE 300
Prince George's County Public Schools
Jan 8, 2005 - June 30, 2005

Classification	Grade	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12	Step 13	Step 14	Step 15	Step 16	Step 17	Step 18
Cleaner**	07	\$10.50	\$10.83	\$11.16	\$11.48	\$11.83	\$12.17	\$12.53	\$12.91	\$13.31	\$13.71	\$14.11	\$14.53	\$14.96	\$15.40	\$15.88	\$16.35	\$16.84	\$17.34
Night Cleaner	08	\$11.02	\$11.34	\$11.68	\$12.00	\$12.34	\$12.69	\$13.05	\$13.42	\$13.83	\$14.22	\$14.62	\$15.05	\$15.47	\$15.92	\$16.39	\$16.87	\$17.35	\$17.86
Night Cleaner Leadman	09	\$11.10	\$11.43	\$11.77	\$12.13	\$12.49	\$12.86	\$13.25	\$13.66	\$14.06	\$14.49	\$14.91	\$15.35	\$15.83	\$16.30	\$16.80	\$17.29	\$17.83	\$18.35
Building Supervisor I Night Foreman	10	\$11.50	\$11.86	\$12.22	\$12.57	\$12.96	\$13.34	\$13.74	\$14.14	\$14.56	\$15.00	\$15.44	\$15.92	\$16.39	\$16.88	\$17.39	\$17.92	\$18.45	\$19.01
Assistant Building Supervisor I Auxiliary Building Supervisor I Building Equipment Operator I Building Supervisor II	11	\$12.02	\$12.40	\$12.77	\$13.15	\$13.55	\$13.96	\$14.38	\$14.82	\$15.26	\$15.72	\$16.17	\$16.68	\$17.16	\$17.69	\$18.21	\$18.76	\$19.33	\$19.92
Assistant Building Supervisor II Building Supervisor III	12	\$12.44	\$12.81	\$13.19	\$13.59	\$14.00	\$14.43	\$14.86	\$15.30	\$15.76	\$16.24	\$16.73	\$17.22	\$17.74	\$18.26	\$18.83	\$19.38	\$19.97	\$20.55
Auxiliary Building Supervisor II Building Supervisor IV	13	\$12.98	\$13.36	\$13.76	\$14.17	\$14.58	\$15.02	\$15.46	\$15.94	\$16.41	\$16.90	\$17.41	\$17.94	\$18.47	\$19.03	\$19.59	\$20.18	\$20.80	\$21.42
Building Equipment Operator II	14	\$13.49	\$13.90	\$14.31	\$14.77	\$15.20	\$15.66	\$16.12	\$16.61	\$17.11	\$17.62	\$18.16	\$18.71	\$19.26	\$19.85	\$20.43	\$21.05	\$21.66	\$22.33
Building Supervisor V	15	\$14.08	\$14.50	\$14.93	\$15.37	\$15.84	\$16.31	\$16.81	\$17.30	\$17.84	\$18.36	\$18.93	\$19.48	\$20.07	\$20.66	\$21.29	\$21.94	\$22.58	\$23.26
Custodial Equipment Mechanic	16	\$14.70	\$15.13	\$15.59	\$16.05	\$16.52	\$17.03	\$17.54	\$18.07	\$18.60	\$19.16	\$19.75	\$20.35	\$20.97	\$21.57	\$22.22	\$22.91	\$23.58	\$24.28
Auditorium Technician Building Supervisor VI Custodial Equipment Area Supervisor Pest Controller Senior Auxiliary Building Supervisor	17	\$15.34	\$15.82	\$16.28	\$16.78	\$17.27	\$17.80	\$18.32	\$18.88	\$19.43	\$20.03	\$20.62	\$21.23	\$21.88	\$22.53	\$23.22	\$23.92	\$24.63	\$25.36
Chief Building Supervisor	18	\$16.11	\$16.60	\$17.09	\$17.60	\$18.14	\$18.69	\$19.24	\$19.82	\$20.41	\$21.03	\$21.63	\$22.29	\$22.98	\$23.65	\$24.36	\$25.10	\$25.84	\$26.62

NOTE:
 Personnel on this salary scale are hourly employees and are paid on the basis of actual hours worked. Regular work day is 8 hours excluding 30 minutes for lunch.
 **Cleaners that begin after 3:00 pm will receive a night shift differential of .50 cents an hour.

CUSTODIAL PAY TABLE
TABLE 300
Prince George's County Public Schools
July 1, 2005 - December 31, 2005

Classification	Grade	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12	Step 13	Step 14	Step 15	Step 16	Step 17	Step 18
Cleaner**	07	\$10.71	\$11.05	\$11.38	\$11.71	\$12.07	\$12.41	\$12.78	\$13.17	\$13.58	\$13.98	\$14.39	\$14.82	\$15.26	\$15.71	\$16.20	\$16.68	\$17.18	\$17.69
Night Cleaner	08	\$11.24	\$11.57	\$11.91	\$12.24	\$12.59	\$12.94	\$13.31	\$13.69	\$14.11	\$14.50	\$14.91	\$15.35	\$15.78	\$16.24	\$16.72	\$17.21	\$17.70	\$18.22
Night Cleaner Leadman	09	\$11.32	\$11.66	\$12.01	\$12.37	\$12.74	\$13.12	\$13.52	\$13.93	\$14.34	\$14.78	\$15.21	\$15.66	\$16.15	\$16.63	\$17.14	\$17.64	\$18.19	\$18.72
Building Supervisor I Night Foreman	10	\$11.73	\$12.10	\$12.46	\$12.82	\$13.22	\$13.61	\$14.01	\$14.42	\$14.85	\$15.30	\$15.75	\$16.24	\$16.72	\$17.22	\$17.74	\$18.28	\$18.82	\$19.39
Assistant Building Supervisor I Auxiliary Building Supervisor I Building Equipment Operator I Building Supervisor II	11	\$12.26	\$12.65	\$13.03	\$13.41	\$13.82	\$14.24	\$14.67	\$15.12	\$15.57	\$16.03	\$16.49	\$17.01	\$17.50	\$18.04	\$18.57	\$19.14	\$19.72	\$20.32
Assistant Building Supervisor II Building Supervisor III	12	\$12.69	\$13.07	\$13.45	\$13.86	\$14.28	\$14.72	\$15.16	\$15.61	\$16.08	\$16.56	\$17.06	\$17.56	\$18.09	\$18.63	\$19.21	\$19.77	\$20.37	\$20.96
Auxiliary Building Supervisor II Building Supervisor IV	13	\$13.24	\$13.63	\$14.04	\$14.45	\$14.87	\$15.32	\$15.77	\$16.26	\$16.74	\$17.24	\$17.76	\$18.30	\$18.84	\$19.41	\$19.98	\$20.58	\$21.22	\$21.85
Building Equipment Operator II	14	\$13.76	\$14.18	\$14.60	\$15.07	\$15.50	\$15.97	\$16.44	\$16.94	\$17.45	\$17.97	\$18.52	\$19.08	\$19.65	\$20.25	\$20.84	\$21.47	\$22.09	\$22.78
Building Supervisor V	15	\$14.36	\$14.79	\$15.23	\$15.68	\$16.16	\$16.64	\$17.15	\$17.65	\$18.20	\$18.73	\$19.31	\$19.87	\$20.47	\$21.07	\$21.72	\$22.38	\$23.03	\$23.73
Custodial Equipment Mechanic	16	\$14.99	\$15.43	\$15.90	\$16.37	\$16.85	\$17.37	\$17.89	\$18.43	\$18.97	\$19.54	\$20.15	\$20.76	\$21.39	\$22.00	\$22.66	\$23.37	\$24.05	\$24.77
Auditorium Technician Building Supervisor VI Custodial Equipment Area Supervisor Pest Controller Senior Auxiliary Building Supervisor	17	\$15.65	\$16.14	\$16.61	\$17.12	\$17.62	\$18.16	\$18.69	\$19.26	\$19.82	\$20.43	\$21.03	\$21.65	\$22.32	\$22.98	\$23.68	\$24.40	\$25.12	\$25.87
Chief Building Supervisor	18	\$16.43	\$16.93	\$17.43	\$17.95	\$18.50	\$19.06	\$19.62	\$20.22	\$20.82	\$21.45	\$22.06	\$22.74	\$23.44	\$24.12	\$24.85	\$25.60	\$26.36	\$27.15

NOTE:
 Personnel on this salary scale are hourly employees and are paid on the basis of actual hours worked. Regular work day is 8 hours excluding 30 minutes for lunch.

**Cleaners that begin after 3:00 pm will receive a night shift differential of .50 cents an hour

CUSTODIAL PAY TABLE

TABLE 300
 Prince George's County Public Schools
 January 1, 2006 - June 30, 2006

Classification	Grade	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12	Step 13	Step 14	Step 15	Step 16	Step 17	Step 18
Cleaner**	07	\$10.82	\$11.16	\$11.49	\$11.83	\$12.19	\$12.53	\$12.91	\$13.30	\$13.72	\$14.12	\$14.53	\$14.97	\$15.41	\$15.87	\$16.36	\$16.85	\$17.35	\$17.87
Night Cleaner	08	\$11.35	\$11.69	\$12.03	\$12.36	\$12.72	\$13.07	\$13.44	\$13.83	\$14.25	\$14.65	\$15.06	\$15.50	\$15.94	\$16.40	\$16.89	\$17.38	\$17.88	\$18.40
Night Cleaner Leadman	09	\$11.43	\$11.78	\$12.13	\$12.49	\$12.87	\$13.25	\$13.66	\$14.07	\$14.48	\$14.93	\$15.36	\$15.82	\$16.31	\$16.80	\$17.31	\$17.82	\$18.37	\$18.91
Building Supervisor I Night Foreman	10	\$11.85	\$12.22	\$12.58	\$12.95	\$13.35	\$13.75	\$14.15	\$14.56	\$15.00	\$15.45	\$15.91	\$16.40	\$16.89	\$17.39	\$17.92	\$18.46	\$19.01	\$19.58
Assistant Building Supervisor I Auxiliary Building Supervisor I Building Equipment Operator I Building Supervisor II	11	\$12.38	\$12.78	\$13.16	\$13.54	\$13.96	\$14.38	\$14.82	\$15.27	\$15.73	\$16.19	\$16.65	\$17.18	\$17.68	\$18.22	\$18.76	\$19.33	\$19.92	\$20.52
Assistant Building Supervisor II Building Supervisor III	12	\$12.82	\$13.20	\$13.58	\$14.00	\$14.42	\$14.87	\$15.31	\$15.77	\$16.24	\$16.73	\$17.23	\$17.74	\$18.27	\$18.82	\$19.40	\$19.97	\$20.57	\$21.17
Auxiliary Building Supervisor II Building Supervisor IV	13	\$13.37	\$13.77	\$14.18	\$14.59	\$15.02	\$15.47	\$15.93	\$16.42	\$16.91	\$17.41	\$17.94	\$18.48	\$19.03	\$19.60	\$20.18	\$20.79	\$21.43	\$22.07
Building Equipment Operator II	14	\$13.90	\$14.32	\$14.75	\$15.22	\$15.66	\$16.13	\$16.60	\$17.11	\$17.62	\$18.15	\$18.71	\$19.27	\$19.85	\$20.45	\$21.05	\$21.68	\$22.31	\$23.01
Building Supervisor V	15	\$14.50	\$14.94	\$15.38	\$15.84	\$16.32	\$16.81	\$17.32	\$17.83	\$18.38	\$18.92	\$19.50	\$20.07	\$20.67	\$21.28	\$21.94	\$22.60	\$23.26	\$23.97
Custodial Equipment Mechanic	16	\$15.14	\$15.58	\$16.06	\$16.53	\$17.02	\$17.54	\$18.07	\$18.61	\$19.16	\$19.74	\$20.35	\$20.97	\$21.60	\$22.22	\$22.89	\$23.60	\$24.29	\$25.02
Auditorium Technician Building Supervisor VI Custodial Equipment Area Supervisor Pest Controller Senior Auxiliary Building Supervisor	17	\$15.81	\$16.30	\$16.78	\$17.29	\$17.80	\$18.34	\$18.88	\$19.45	\$20.02	\$20.63	\$21.24	\$21.87	\$22.54	\$23.21	\$23.92	\$24.64	\$25.37	\$26.13
Chief Building Supervisor	18	\$16.59	\$17.10	\$17.60	\$18.13	\$18.69	\$19.25	\$19.82	\$20.42	\$21.03	\$21.66	\$22.28	\$22.97	\$23.67	\$24.36	\$25.10	\$25.86	\$26.62	\$27.42

NOTE:
 Personnel on this salary scale are hourly employees and are paid on the basis of actual hours worked. Regular work day is 8 hours excluding 30 minutes for lunch.

**Cleaners that begin after 3:00 pm will receive a night shift differential of 50 cents an hour.

CUSTODIAL PAY TABLE
TABLE 300
Prince George's County Public Schools
July 1, 2006 - December 31, 2006

Classification	Grade	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12	Step 13	Step 14	Step 15	Step 16	Step 17	Step 18
Cleaner**	07	\$11.14	\$11.49	\$11.83	\$12.18	\$12.56	\$12.91	\$13.30	\$13.70	\$14.13	\$14.54	\$14.97	\$15.42	\$15.87	\$16.35	\$16.85	\$17.36	\$17.87	\$18.41
Night Cleaner	08	\$11.69	\$12.04	\$12.39	\$12.73	\$13.10	\$13.46	\$13.84	\$14.24	\$14.68	\$15.09	\$15.51	\$15.97	\$16.42	\$16.89	\$17.40	\$17.90	\$18.42	\$18.95
Night Cleaner Leadman	09	\$11.77	\$12.13	\$12.49	\$12.86	\$13.26	\$13.65	\$14.07	\$14.49	\$14.91	\$15.38	\$15.82	\$16.29	\$16.80	\$17.30	\$17.83	\$18.35	\$18.92	\$19.48
Building Supervisor I Night Foreman	10	\$12.21	\$12.59	\$12.96	\$13.34	\$13.75	\$14.16	\$14.57	\$15.00	\$15.45	\$15.91	\$16.39	\$16.89	\$17.40	\$17.91	\$18.46	\$19.01	\$19.58	\$20.17
Assistant Building Supervisor I Auxiliary Building Supervisor I Building Equipment Operator I Building Supervisor II	11	\$12.75	\$13.16	\$13.55	\$13.95	\$14.38	\$14.81	\$15.26	\$15.73	\$16.20	\$16.68	\$17.15	\$17.70	\$18.21	\$18.77	\$19.32	\$19.91	\$20.52	\$21.14
Assistant Building Supervisor II Building Supervisor III	12	\$13.20	\$13.60	\$13.99	\$14.42	\$14.85	\$15.32	\$15.77	\$16.24	\$16.73	\$17.23	\$17.75	\$18.27	\$18.82	\$19.38	\$19.98	\$20.57	\$21.19	\$21.81
Auxiliary Building Supervisor II Building Supervisor IV	13	\$13.77	\$14.18	\$14.61	\$15.03	\$15.47	\$15.93	\$16.41	\$16.91	\$17.42	\$17.93	\$18.48	\$19.03	\$19.60	\$20.19	\$20.79	\$21.41	\$22.07	\$22.73
Building Equipment Operator II	14	\$14.32	\$14.75	\$15.19	\$15.68	\$16.13	\$16.61	\$17.10	\$17.62	\$18.15	\$18.69	\$19.27	\$19.85	\$20.45	\$21.06	\$21.68	\$22.33	\$22.98	\$23.70
Building Supervisor V	15	\$14.94	\$15.39	\$15.84	\$16.32	\$16.81	\$17.31	\$17.84	\$18.36	\$18.93	\$19.49	\$20.09	\$20.67	\$21.29	\$21.92	\$22.60	\$23.28	\$23.96	\$24.69
Custodial Equipment Mechanic	16	\$15.59	\$16.05	\$16.54	\$17.03	\$17.53	\$18.07	\$18.61	\$19.17	\$19.73	\$20.33	\$20.96	\$21.60	\$22.25	\$22.89	\$23.58	\$24.31	\$25.02	\$25.77
Auditorium Technician Building Supervisor VI Custodial Equipment Area Supervisor Pest Controller Senior Auxiliary Building Supervisor	17	\$16.28	\$16.79	\$17.28	\$17.81	\$18.33	\$18.89	\$19.45	\$20.03	\$20.62	\$21.25	\$21.88	\$22.53	\$23.22	\$23.91	\$24.64	\$25.38	\$26.13	\$26.91
Chief Building Supervisor	18	\$17.09	\$17.61	\$18.13	\$18.67	\$19.25	\$19.83	\$20.41	\$21.03	\$21.66	\$22.31	\$22.95	\$23.66	\$24.38	\$25.09	\$25.85	\$26.64	\$27.42	\$28.24

NOTE:
 Personnel on this salary scale are hourly employees and are paid on the basis of actual hours worked. Regular work day is 8 hours excluding 30 minutes for lunch.

**Cleaners that begin after 3:00 pm will receive a night shift differential of .50 cents an hour.

**Clients that pay for 3:00 bus will receive a night shift differential of 30 cents an hour.

Reasons for this night shift are hourly employees and are paid on the basis of actual hours worked. Regular work day is 8 hours excluding 30 minutes for lunch.

NOTE:

Chief, Building Supervisor	18	211.56	211.56	218.31	218.86	219.44	220.03	220.61	221.24	221.88	222.53	223.18	223.80	224.45	225.11	225.76	226.43	227.10	227.78
Senior, Auxiliary Building Supervisor																			
Best Controller																			
Construction Foreman Supervisor																			
Building Supervisor, VI	17	216.44	216.66	217.42	217.80	218.21	218.64	219.09	219.57	220.07	220.59	221.13	221.69	222.27	222.86	223.47	224.09	224.73	225.38
Apprentice Technician																			
Construction Mechanic	16	212.32	216.51	216.51	217.50	217.51	218.52	218.80	219.36	219.93	220.52	221.13	221.85	222.43	223.12	223.85	224.52	225.20	225.93
Building Foreman Supervisor, A	12	212.00	212.24	216.00	216.48	216.98	217.48	218.05	218.24	219.15	219.68	220.20	220.88	221.20	222.14	222.82	223.21	224.50	224.94
Building Foreman Supervisor, II	14	214.46	214.60	215.34	212.84	216.56	216.58	217.53	217.80	218.33	218.88	219.46	220.02	220.62	221.23	221.80	222.22	223.51	223.94
Building Supervisor, IA	13	213.01	214.35	214.56	212.18	212.65	216.69	216.23	217.08	217.20	218.11	218.66	219.55	219.80	220.70	221.00	221.65	222.50	222.96
Building Supervisor, III																			
Assistant Building Supervisor, II	15	213.33	213.34	214.13	214.26	212.00	212.43	212.63	216.40	216.60	217.40	217.63	218.42	219.01	219.23	220.18	220.58	221.40	221.92
Building Supervisor, II																			
Building Foreman Supervisor, I	11	215.88	213.50	213.69	214.00	214.25	214.86	212.41	212.80	216.36	216.82	217.35	215.88	218.30	218.96	219.21	220.11	220.53	221.32
Building Foreman Supervisor, I																			
Assistant Building Supervisor, I	10	215.33	215.35	213.60	213.43	214.30	214.30	214.35	212.12	212.60	216.03	216.22	217.06	217.23	218.00	218.64	219.50	219.58	220.33
Night Foreman																			
Building Supervisor, I	09	211.80	215.52	215.91	215.80	213.50	213.50	214.51	214.63	212.06	212.23	212.68	216.42	216.93	217.43	218.01	218.23	219.11	219.63
Night Foreman Supervisor																			
Night Foreman	08	211.81	215.16	215.21	215.86	213.53	213.28	213.98	214.38	214.82	212.54	212.63	216.13	216.28	217.06	217.23	218.08	218.60	219.14
Night Foreman																			
Clerk**	07	211.52	211.60	211.92	215.30	215.69	213.04	213.43	213.84	214.53	214.60	212.15	212.23	216.03	216.21	217.05	217.23	218.02	218.20

Classification	Grade	1	5	3	4	2	6	7	8	9	10	11	15	13	14	12	16	17	18
		Step	Step	Step	Step	Step	Step	Step	Step	Step	Step	Step	Step	Step	Step	Step	Step	Step	Step

January 1, 2003 - June 30, 2003
 Prince George's County Public Schools
 TABLE 300
 CUSTODIAN PAY TABLE

These Modifications contain the final and entire agreement between the parties hereto and they shall not be bound by any terms, conditions, statements, or representations, oral or written, not herein contained. Unless specifically modified in this agreement, all other provisions of the Negotiated Agreement presently in existence between them shall continue to remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals this 1st day of October, 2004, reaffirming the above modifications as were originally fully ratified on August 7, 2004.

Board of Education of Prince George's County:

Beatrice P. Tignor, *Chair*

André J. Hornsby, *Chief Executive Officer*

Service Employees International Union, Local 400, Prince George's County, AFL-CIO, CLC

Carnell Reed, *President*

William Sellman, *Executive Vice-President*

Perry A. Campbell, *Secretary/Treasurer*

Mose Lewis III, *Attorney*

Negotiated Agreement



Prince George's County Public Schools

14201 School Lane • Upper Marlboro, Maryland 20772

www.pgcps.org