# Office of the Superintendent of Schools MONTGOMERY COUNTY PUBLIC SCHOOLS Rockville, Maryland

March 18, 2025

## **MEMORANDUM**

To: Members of the Board of Education

From: Thomas W. Taylor, Superintendent of Schools

Subject: Amendment to the Service Employees International Union Local 500, CtW

and the Board of Education of Montgomery County for the School

Years 2023–2026 Contract

# [ ] Information [X] Action

#### **Superintendent Recommendation:**

The superintendent recommends that the Board of Education approve the amendment to the Service Employees International Union Local 500, CtW contract for the School Years 2023–2026 Contract.

WHEREAS, Section 6-408 of the Education Article, Annotated Code of Maryland, requires the Board of Education to enter into negotiations with designated employee organizations concerning salaries, wages, hours, benefits, and other working conditions; and

WHEREAS, the parties have a negotiated agreement for July 1, 2023, through June 30, 2026, which recently was subject to a limited reopener to address specific items within the current agreement; and

WHEREAS, such changes demonstrate a commitment to fair and equitable working conditions, fostering open communication and accountability within the organization; and

WHEREAS, the Service Employees International Union Local 500 properly was designated as the exclusive representative of the supporting services professional employee unit for these negotiations; and

WHEREAS, said negotiations have occurred in good faith, as required by law and the agreement; and

WHEREAS, the parties have reached a tentative agreement on items in Article 2, Employee Bargaining Unit Defined; Article 7, Wages; Article 8, Overtime; Article 12, Leaves; Article 13, Working Hours and Work Load; Article 19, Filling of Vacancies; Article 25, Employee Benefit Plan; Article 29, Professional Growth System; Article 34, Recrediting of Former Service Credits; Article 40, Transportation; Article 42, General; Article 43, Duration; and Appendix V and VI FY26 and FY27 Salary Schedules, and

WHEREAS, the amended agreement reinforces our shared commitment to professional and operational excellence and seeks to document our commitment to employee rights and transparency, and

WHEREAS, the amended agreement duly was ratified on February 13, 2025, by the membership of the Service Employees International Union Local 500; now therefore be it

<u>Resolved</u>, That the Board of Education approve the amendment to the Service Employees International Union Local 500 for the School Years 2023–2026 contract; and be it further

<u>Resolved</u>, That the president of the Board of Education and the superintendent of schools be authorized to sign the amended agreement, according to said agreement and the law.

TWT:DEE:MHS:mj

Attachment

#### **Agreement between**

# Service Employees International Union (SEIU) Local 500 and Board of Education of Montgomery County Public Schools Rockville, Maryland for July 1, 2023, through June 30, 2026

The following amendments to the 2023 through 2026 negotiated Agreement are recommended. Deletions are indicated in blue with a strike out and additions are indicated in red with underlining.

# **Article 2 Employee Bargaining Unit Defined**

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

# **Article 7 Wages**

#### A. Schedules

- 1. The salary schedules shall be detailed as found in Appendix V and VI. Salary scales will be subject to change pending the operating budget review. The most recent salary scales are published online on ERSC's web page.
- 2. Effective July 1, 20235, all bargaining unit employees will receive a general wage adjustment of \$1.72 per hour 3.25% and steps, if applicable, on the salary scale for their position. In addition, effective July 1, 2025, wages on Grades 6-10 will be increased to allow for a minimum wage of \$20 per hour.
- 3. **Effective July 1, 2026,5** all bargaining unit employees will receive a general wage adjustment of 3%-3.25% and steps, if applicable, on the salary scale for their position.
- 4. Effective July 1, 2026, a step 13-14 will be added to the salary scale and appropriate adjustments will be made for higher steps (15-16 and 17).
- L. Innovative Calendar Schools
  - 1. **Innovative schools stipend**—a stipend in the amount of \$3,000-\$3,500 will be paid to 10-month and 12-month bargaining unit members who work in schools with innovative school year calendars.

#### **Article 8 Overtime**

- **G.** Overtime Eligibility Maintenance Supervisors
  - 1. Mindful of the responsibilities of the maintenance supervisors, the supervisor position is recognized by both parties as a position exempt from overtime under the Fair Labor Standards Act and Maryland Law. Thus, incidental tasks performed by a maintenance supervisor that exceed 40 hours in a workweek will not entitle the supervisor to overtime compensation. However, when the supervisor is assigned by the department to cover work in the evenings or weekends (including in the event of

emergencies whenever they occur outside of the normal duty hours), the supervisor will be paid at the rate of one and one-half (1 ½) time their normal hourly rate for such hours which exceed 40 paid hours in the workweek for time worked onsite.

Overtime will be distributed first to nonsupervisory unit members qualified to do the work. Only the department director or the director's designee may assign a maintenance supervisor to work overtime.

2. Reporting Overtime – Any overtime worked by a maintenance supervisor must be reported to the Director within 96 hours of when it was worked in accordance with the office/department's procedures.

#### **Article 12 Leaves**

#### R. Personal Leave

3. All participants on the Accident Review Board for the Department of Transportation will be awarded one personal day per year to be used at the employee's discretion.

MCPS may not deny the employee request to use the wellness day. Unused personal days will not roll over to the next year nor will they be converted to sick leave.

# **Article 13 Working Hours and Work Load**

C. Hours Adjustment

#### 6. Summer Hours Adjustment

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

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

#### **Article 19 Filling of Vacancies**

#### P. Paraeducators

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

## **Article 25 Employee Benefit Plan**

#### **B.** Medical Plans

MCPS will implement managed healthcare plans, which combine utilization review, physician profiling, and case-management techniques. The plan will protect a physician's ability to make a final medical determination of the appropriate care. The Benefit Plan shall include the following options:

- 1. Two Point-of-Service (POS) Plans with differentials between in-network and out-ofnetwork plan designs will remain from July 1, 2017, through December 31, 2017. Effective January 1, 2018, There will be one (1) Point-of-Service (POS) plan.
- 2. HMOs-Health Maintenance Organizations Three health maintenance organizations (HMOs) will remain from July 1, 2017, through December 31, 2017. Effective January 1, 2018 There are two (2) Health Maintenance Organizations (HMO) Plans.
- 3. The closed Point-of-Service (POS) Plan has been discontinued, effective January 1,
- 4. The Board agrees to pay the dominant share of premiums in accordance with the schedule and provisions below. The insurance cost premium-sharing formulas will remain protected through June 30, 2023.

# a. Base Premium Cost Sharing Formulas

		<u>2026</u>	<u>2027</u>
HMO Plans	88/12	<u>87 / 13</u>	86/14
POS Plan	83/17	<u>82 / 18</u>	81/19
Dental, Vision, Rx, &	83/17	82 / 18	<u>81/19</u>
Life			

["b. Wellness Incentives" and "c. Smoker Rates" are unchanged]

5. Additionally, to make available the ability to maintain limited medical management with the healthcare plan, MCPS shall offer one (1) Point-of-Service (POS) plan and one (1) HMO plan with a "Basic Low" level of managed care. This POS plan will have \$200/\$400 deductible in network, and \$500/\$1,000 out of network. The premium cost-share will be in accordance with the schedule and provisions below:

		<u>2026</u>	<u>2027</u>
	<b>Basic Low Medical</b>		
<del>5</del> 6.	<b>Management HMO</b>	<u>80 / 20</u>	<u>79 / 21</u>
	<u>Plan</u>		
	<b>Basic Low Medical</b>	75 / 25	74 / 26
	<b>Management POS Plan</b>	13   23	<u>/4 / 20</u>

District health plans shall be modified to include hearing aids for employees and dependents, effective with the new plan year.

67. **Doctor Visit Co-Pays** – Doctor visit co-pays will be as provided in the following table.

Plan	Providers	7/1/17-12/31/17	1/1/18 and thereafter
POSs	<b>Primary Care Physicians</b>	<del>\$15-</del>	\$15
	Specialists	<del>\$25</del> -	\$25

5

HMOs	Primary Care Physicians	<del>\$10-</del>	\$10
	Specialists	<del>\$20-</del>	\$20

# C. Supplemental Plans

- ["1. Dental Plans" is unchanged]
  - 2. **Vision Plan** The vision plan benefits will be as follows ('NVA Wholesale 1" option):
    - The system vision plan shall be modified to provide existing benefits on a 12-month cycle instead of an 18-month cycle.

(Note: This language will not appear in the contract but reflects agreement between the parties to be effective January 1, 2026.)

[No Changes in section "C. 3. Prescription Drug Plans" through section "E. Tax Deferred Annuities & Deferred Compensation Plans"]

# F. Joint Employee Benefits Committee

- 1. SEIU local 500-MCAAP/MCBOA-MCEA and MCPS will participate in a multi-union joint employee benefits committee (JEBC) for the purpose of reviewing periodically the employee benefit plan, shall be continued and shall make recommendations to the parties when warranted. Each party shall appoint three members of the committee.
- **2.** The committee also shall select and monitor the performance of the healthcare plan administrators.
- 3. It is understood that the committee shall utilize the bid process, if required by state law or MCPS regulation, to contract for outside services required to assist the committee, including but not limited to the services of a Health and Welfare Consultant/Employee Benefits Consulting Firm (Consulting Firm).
- 4. The committee will have pre-decisional involvement in the selection of such Consulting Firm, subject to full compliance with all confidentiality requirements in the process.

[No changes proposed in Section #'s 4-7 except for renumbering.]

#### **Article 29 Professional Growth System**

- B. The Supporting Services Professional Growth System (SSPGS)
  - 4. New Employee Orientation
    - f. MCPS will provide SEIU with a list of employees scheduled to attend SSNEO two duty days prior to each orientation. This includes transportation SSNEOs.
    - g. MCPS will provide to the Union a list of all attendees after the completion of SSNEO within three duty days. This includes transportation SSNEOs.
    - h. Transportation staff will be invited to SSNEO orientations as employees are converted to permanent FTEs.

# **Article 34 Recrediting of Former Service Credits**

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

1. The individual previously was employed for a minimum of five years.

2. The individual is reemployed within a **five** three year period.

# **Article 40 Transportation**

- C. Adequate cleaning supplies will be provided within reasonable limits.
- F. SEIU Local 500 will be allowed at least twenty fifteen minutes to address employees at each beginning of the year Inservice Meeting of bus operators and attendants.
- G. 2.i. 7) Operators and attendants in time owed status will not be required to be available at the depot waiting for extra work for more time than they owe.
  - 2. j. Operators or attendants (including those who share a given route) must have a minimum four-fifty-five hours per day normal bi-weekly pay period assignment during the regular school year, if requested. Operators and/or Attendants with 'owed time' (time paid or scheduled for pay but not yet assigned) within their schedule may be assigned mid-day and/or post-regular scheduled a.m. and p.m. route runs to fill out this requirement on a regular basis or as needed for unfilled routes. Any such employee who declines such assignment will not be paid for the time involved. No later than October 20, Operators and/or Attendants will provide scheduling information to their depot manager and/or supervisor sufficient to schedule availabilities equal to at least the time-owed during the normal bi=weekly pay period. Employees may opt out of the required minimum hours annually. This must include at least a regular morning and afternoon route.

#### P. Tool Allowance

All DOT <u>vehicular</u> mechanics employed at MCPS <u>(both in DOT and outside of DOT)</u> <u>who are required to purchase their own tools</u> will receive \$900 per year to purchase or replace tools used in the course of their daily work at MCPS. They will receive the allowance in the first paycheck in September.

#### **Article 42 General**

I. Automated External Defibrillators (AED) – MCPE and SEIU Local 500 are committed to continuing the effort to provide MCPS facilities with access to and training for AED's. To that end, where appropriate, and by mutual agreement between MCPS and SEIU Local 500, some funds identified as LMC Resource Fund (Article 28, Section N) may be used to support this effort where there is high impact on unit members.

#### **Article 43 Duration**

SEIU agrees to open Article 25, Employees Benefit Plan for joint negotiations.

# Appendix V FY26

SEIU Salary Schedule - Shift 1 - Longevity 0 Effective July 1, 2025

Grade	1	2	3	4	5	6	7	8	9	10-12	13-16	17
06	\$20.00	\$20.37	\$20.74	\$21.11	\$21.48	\$21.88	\$22,68	\$23.12	\$23.53	\$23.98	\$24.40	\$24.84
07	\$20.37	\$20.74	\$21.11	\$21.48	\$21.88	\$22.68	\$23.61	\$23.98	\$24.45	\$24.87	\$25.34	\$25.79
08	\$20.74	\$21.11	\$21.48	\$21.88	\$22.68	\$23.61	\$24.45	\$24.87	\$25.33	\$25.79	\$26,29	\$26,77
09	\$21.11	\$21.48	\$21.88	\$22.68	\$23.61	\$24.45	\$25.40	\$25.85	\$26.35	\$26.83	\$27,33	\$27.84
10	\$21.48	\$21.88	\$22.68	\$23.61	\$24.45	\$25.40	\$26.47	\$27.03	\$27.53	\$28.01	\$28,53	\$29.06
11	\$21.88	\$22.68	\$23.61	\$24.45	\$25.40	\$26.47	\$27.67	\$28.26	\$28.73	\$29.27	\$29.81	\$30.37
12	\$22.68	\$23.61	\$24.45	\$25,40	\$26.47	\$27.67	\$29.10	\$29.63	\$30.14	\$30.69	\$31.25	\$31.83
13	\$23.61	\$24.45	\$25.40	\$26.47	\$27.67	\$29.10	\$30.36	\$30.88	\$31.42	\$32.04	\$32.63	\$33.25
14	\$24.45	\$25.40	\$26.47	\$27.67	\$29.10	\$30,36	\$31.76	\$32,34	\$32.95	\$33.55	\$34.17	\$34.82
15	\$25.40	\$26.47	\$27.67	\$29.10	\$30.38	\$31.76	\$33.24	\$33.91	\$34.58	\$35.23	\$35.89	\$38.57
16	\$26.47	\$27.67	\$29.10	\$30.38	\$31.76	\$33.24	\$34.78	\$35.45	\$36.08	\$36.75	\$37.46	\$38.15
17	\$27.87	\$29.10	\$30,36	\$31.76	\$33.24	\$34.78	\$36.44	\$37.15	\$37.86	\$38.53	\$39.26	\$40.00
18	\$29.10	\$30.36	\$31.76	\$33.24	\$34.78	\$36.44	\$38.10	\$38.79	\$39.57	\$40.33	\$41.09	\$41.87
19	\$30.36	\$31.76	\$33.24	\$34.78	\$38.44	\$38.10	\$39.92	\$40.64	\$41.45	\$42.22	\$43.02	\$43.86
20	\$31.76	\$33.24	\$34.78	\$36.44	\$38.10	\$39.92	\$41.80	\$42.64	\$43.42	344.25	\$45.09	\$45.95
21	\$33.24	\$34.78	\$36,44	\$38.10	\$39.92	341.80	\$43.72	\$44.55	\$45.44	\$46.31	\$47.19	\$48.07
22	\$34.78	\$36.44	\$38.10	\$39.92	\$41.80	\$43.72	\$45.65	\$46.51	\$47.43	\$48.34	\$49.25	\$50.21
23	\$36.44	\$38.10	\$39.92	\$41.80	\$43.72	\$45.65	\$47.70	\$48.63	\$49.58	\$50.50	\$51.48	\$52.48
24	\$38.10	\$39.92	\$41.80	\$43.72	\$45.65	\$47.70	\$49.86	\$50.80	\$51.75	\$52.82	\$53.84	\$54.87
25	\$39.92	\$41.80	\$43.72	\$45.65	\$47.70	\$49.86	\$52.08	\$53,10	854.08	\$55.17	\$56.23	\$57.29
26	\$41.80	\$43.72	\$45.65	\$47.70	\$49.86	\$52.08	\$54.43	\$55.46	\$56.55	\$57.59	\$58.71	\$59.84
27	\$43.72	\$45.65	\$47.70	\$49.86	\$52.08	\$54.43	\$56.85	\$58.04	\$59.13	\$60.24	\$61.39	\$62.59
28	\$45.65	\$47.70-	\$49.86	\$52.08	\$54.43	\$56.85	\$59.43	\$80.55	\$61.73	\$62.93	\$64.17	\$65,39
29	\$47.70	\$49.86	\$52.08	\$54.43	\$56.85	\$59.43	\$62.19	\$63.42	\$84.59	\$65.86	\$67.13	\$68.43
30	\$49.86	\$52.08	\$54.43	\$56.85	\$59.43	\$82.19	\$65.07	\$66.33	\$87.68	369.00	\$70.31	\$71.71

# **Appendix VI FY27**

SEIU Salary Schedule - Effective July 1, 2026

Grade	1	2	3	4	5	6	7	8	9	10-12	13-14	15-16	17
06	\$20.65	\$21.03	\$21.41	\$21.80	\$22.18	\$22.59	\$23.42	\$23.87	\$24.29	\$24.76	\$25.19	\$25.65	\$26.16
07	\$21.03	\$21.41	\$21.80	\$22.18	\$22.59	\$23.42	\$24.38	\$24.76	\$25.24	\$25.68	\$26.16	\$26.63	\$27.17
08	\$21.41	\$21.80	\$22.18	\$22.59	\$23.42	\$24.38	\$25.24	\$25.68	\$26.15	\$26.63	\$27.14	\$27.64	\$28.20
09	\$21,80	\$22.18	\$22.59	\$23.42	\$24.38	\$25.24	\$26.23	\$26.69	\$27.21	\$27.70	\$28.22	\$28.74	\$29.32
10	\$22.18	\$22.59	\$23.42	\$24,38	\$25.24	\$26.23	\$27,33	\$27.91	\$28.42	\$28.92	\$29.46	\$30.00	\$30,60
11	\$22.59	\$23.42	\$24.38	\$25.24	\$26.23	\$27.33	\$28.57	\$29.18	\$29.66	\$30.22	\$30.78	\$31.36	\$31.99
12	\$23.42	\$24.38	\$25.24	\$26.23	\$27.33	\$28.57	\$30.05	\$30.59	\$31.12	\$31.69	\$32.27	\$32.86	\$33,53
13	\$24.38	\$25.24	\$26.23	\$27.33	\$28.57	\$30.05	\$31.35	\$31.88	\$32.44	\$33.08	\$33.69	\$34.33	\$35.02
14	\$25.24	\$26.23	\$27.33	\$28.57	\$30.05	\$31.35	\$32.79	\$33.39	\$34.02	\$34.64	\$35.28	\$35.95	\$36,67
15	\$26.23	\$27.33	\$28.57	\$30.05	\$31.35	\$32.79	\$34.32	835.01	\$35.70	\$36.37	\$37.06	\$37.76	\$38.51
16	\$27.33	\$28.57	\$30.05	\$31.35	\$32.79	\$34.32	\$35.91	\$36.60	\$37.25	\$37.94	\$38.68	\$39.39	\$40.17
17	\$28.57	\$30,05	\$31.35	\$32.79	\$34.32	\$35.91	\$37.62	\$38,36	\$39.09	\$39.78	\$40.54	\$41.30	\$42.13
18	\$30.05	\$31.35	\$32.79	\$34,32	\$35.91	\$37.62	\$39.34	\$40.05	\$40.86	\$41.64	\$42.43	\$43.23	\$44.10
19	\$31.35	\$32.79	\$34.32	\$35.91	\$37.62	\$39.34	\$41.22	\$41.96	\$42.80	\$43.59	\$44.42	\$45.29	\$46.19
20	\$32.79	\$34.32	\$35.91	\$37.62	\$39.34	\$41.22	\$43.16	\$44.03	\$44.83	\$45.69	\$46.56	\$47.44	\$48.39
21	\$34.32	\$35.91	\$37.62	\$39.34	\$41.22	\$43.16	\$45.14	\$46.00	\$46.92	\$47.82	\$48.72	\$49.63	\$50.62
22	\$35.91	\$37.62	\$39.34	\$41.22	\$43.16	\$45.14	\$47.13	\$48.02	\$48.97	\$49.91	\$50.85	\$51.84	\$52.87
23	\$37.62	\$39.34	\$41.22	\$43.16	\$45.14	\$47.13	\$49.25	\$50.21	\$51.19	\$52.14	\$53.15	\$54.16	\$55.25
24	\$39.34	\$41.22	\$43.16	\$45.14	847.13	\$49.25	\$51.48	\$52.45	\$53.43	\$54.54	\$55.59	\$56.65	\$57.79
25	\$41.22	\$43.16	\$45.14	\$47.13	\$49.25	\$51.48	\$53.77	\$54.83	\$55.84	\$56.96	\$58.06	\$59.15	\$60.34
26	\$43.16	\$45.14	\$47.13	\$49.25	\$51.48	\$53.77	\$56.20	357.26	\$58.39	\$59.46	\$60.62	\$61.78	\$63.02
27	\$45.14	\$47.13	\$49.25	\$51.48	\$53.77	\$56.20	\$58.70	\$59.93	\$61.05	\$62.20	\$63.39	\$64.62	\$65,91
28	\$47.13	\$49.25	\$51.48	\$53.77	\$58.20	\$58.70	\$61,36	\$62.52	\$63.74	\$64.98	\$66.26	\$67.52	\$68.87
29	\$49.25	\$51.48	\$53.77	\$56.20	\$58.70	\$81.38	\$84.21	\$65,48	\$66.69	\$68.00	\$69.31	\$70.65	\$72.07
30	\$51.48	\$53.77	\$56.20	\$58.70	\$61.36	\$64.21	\$87.18	\$68.49	\$69.86	\$71.24	\$72.60	\$74.04	\$75.52

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

IN WITNESS WHEREOF, THE PARTIES HERETO HAVE EXECUTED THIS AMENDED AGREEMENT IN THE STATE OF MARYLAND UPON THE DATE INDICATED BELOW:

For Montgomery County Board of Educ	cation
Julie Yang President	Date
For Montgomery County Public School	s
Thomas W. Taylor, Ed.D., M.B.A. Superintendent of Schools	Date
For Service Employees International Ur	nion (SEIU) Local 500
D' I'C M	_ <del>_</del>
Pierangeli C. Morrison President	Date