

**Addendum to the 2020-2023 Collective Bargaining Agreement**  
**Between**  
**Montgomery County Public Schools (MCPS)**  
**And**  
**Service Employee International Union (SEIU Local 500)**  
**Regarding: Impacts of COVID-19 on the 2020-2023 Agreement**

This Addendum is made by and between the Montgomery County Public Schools (MCPS) and Service Employee International Union (SEIU Local 500) on \_\_\_\_\_ 2020, and will expire June 30, 2023.\_\_\_\_\_.

Montgomery County Public Schools and SEIU Local 500 have engaged in negotiations over the impacts to bargaining unit employees resulting from guidance from the Montgomery County Health Officer on health and safety concerns regarding Coronavirus (COVID-19) and the implications for in-building school operations. MCPS and SEIU Local 500 have an ongoing commitment to ensuring that all employees are working in a safe and healthful environment, where the safety and well-being of employees and the students they serve are always the first priority.

1. MCPS shall notify the union at least thirty (30) days prior to the return to in-building instruction. The parties will jointly review all safety protocols being implemented that are intended to maximize the safety and well-being of students and employees, alike, and will address concerns as they arise. The decision to return to in-building instruction for students must be consistent with recommendations and guidelines from the Montgomery County Health Officer and state and federal health guidance. In addition, the parties shall negotiate over any additional compensation appropriate to the level of risk facing employees upon their return.
2. Both parties are committed to working collaboratively to ensure appropriate safety measures are adopted to mitigate any health risks to students and staff.
3. MCPS agrees to the creation of site-based safety committees, to provide guidance and support to practices necessary to minimize risk to employees and students. The parties further agree to work collaboratively to define the specifics of the membership, scope of work and operating expectations of this committee. Such specifics shall be jointly determined by the parties no later than sixty (60) days following the first day students begin receiving instruction based in school buildings.
4. MCPS shall provide the resources, including personal safety equipment, necessary to ensure that any work done in an MCPS facility can be performed safely, including providing employees with safety equipment, protective clothing, and social distancing protocols, consistent with the risk to exposure to the COVID 19 virus, associated with the work being performed.

5. The parties agree to meet within 48-hours of any announced health orders due to declining County conditions to determine which, if any, 10-month and 12-month SEIU represented employees may to be designated as working in higher risk work environments and therefore eligible to receive a COVID-19 pay differential, and what that differential would be and for what specified duration of time.
6. MCPS will schedule on-site work in ways that reduce the number of employees on-site at any given time and in accordance with the CDC or Montgomery County Health Department guidelines which are in effect as of the effective date of this agreement and as may be subsequently amended from time to time, to comply with new local, state, and federal guidance. Such scheduling shall be consistent with the terms of the current collective bargaining agreement. The parties will meet promptly to resolve any questions regarding such issues.
7. Where there is not sufficient work to do for certain employees, MCPS may create alternate work assignments where necessary and if so employees shall be provided with professional development sufficient to be successful in the performance of responsibilities which may be different during this period. Such scheduling shall be consistent with the terms of the current collective bargaining agreement. The parties will meet promptly to resolve any questions regarding such issues.
8. Employees who are working remotely shall be given clear guidelines and expectations with regard to their work assignments and shall be provided with the technology necessary to perform such work. MCPS has committed to provide chrome books and wireless internet access devices (MiFi), if available. Employees shall not be required to use technology in the performance of their work which is not provided to them by the school system. Employees may, however, choose to use their own technology as a matter of personal preference.
9. School plant operations employees shall be given orientation and training for the use of any cleaning agents or cleaning protocols that vary from those normally used and followed.
10. The parties agree to continue collaborative efforts to adjust timelines when necessary for scheduling investigative interviews, disciplinary hearings, and appeals for grievances and administrative complaints.
11. MCPS shall work with employees who are at greater risk due to age and/or other underlying health issues in accordance with the law (ADA and ADEA) and EEO guidelines, interactive process, contractual leave provisions. Should such accommodations not be possible, the employee(s) shall be permitted to telework from home, provided alternate work assignment, be considered as a priority for access to the Student First Job Bank opportunities, or be granted "unusual and imperative leave with pay to a maximum of 15 work days from the day MCPS OHRD receives the request, unless the employee rejects an appropriate alternate work assignment or " until they are able to return to work as determined by their medical provider whichever is sooner OHRD shall respond to the request for

alternative assignment no later than 15 days from the date the request is received by them.

12. Without disclosing the name(s) of individuals, or any protected information, employees shall be kept informed of any reported cases of COVID 19 among employees and/or students at their respective worksites and whether the employees had potential exposure. In such instances MCPS shall arrange for free testing and shall grant employees leave in accordance with the FFCRA to obtain such a test and to see a doctor. The employee shall be granted paid leave under or consistent with the FFCRA while waiting for test results. Should the employee(s) test positive for COVID 19, leave with pay shall be extended for the entire period of recovery. Employees who believe they have been exposed to COVID 19 shall receive leave under and/or consistent with the FFCRA for testing and self-quarantining. If the employee's quarantine and recovery period extend beyond the 80 hours allocated under FFCRA, the employee shall be paid unusual and imperative leave with pay for the duration of their quarantine and isolation.
13. Should the Federal, State or Local government enact legislation that provides for additional paid leave benefits related to COVID 19 for which MCPS employees are excluded, the Parties will meet promptly to assess how such benefits shall be offered to bargaining unit employees.
14. Employees receiving peer assistance through the SSPGS prior to March 30, 2020, had their six (6) month support period frozen as of that date. Peer support began again on June 16, 2020, for twelve-month employees. Ten-month employees who return to work on August 26, 2020, will receive continued support starting on that date. All PAR clients will have their PAR completion dates adjusted to ensure that they receive the entire six months of support
15. Employees who were under a 90-day special evaluation as of March 6, 2020, had the evaluation period frozen as of that date. The time left on their 90 days was resumed when they returned to work and their normal responsibilities.
16. MCPS/SEIU Local 500 Job Match Partnership
  - a. SEIU Local 500 and MCPS recognize that in this era of uncertainty regarding school-based instruction, there are unique opportunities to rely on employees to provide needed services, beyond what they normally provide, that can directly or indirectly contribute to student success. Support Professionals poses a wide array of skills and talents that can be contributed beyond the core responsibilities of their positions. The responsibilities they cannot perform during this period creates opportunity to innovate and apply employee talent to support students and school system in ways not yet imagined.
  - b. The parties will work collaboratively to develop ways in which the skill and talents of bargaining unit employees can best be utilized to maximize direct and support for student success. Such responsibilities and projects

may include assignments that fall outside an employee's normal job description. These assignments are interim and not permanent, and will be discontinued once the employee resumes their regular work assignment. Further, no bargaining unit employee shall suffer any reduction to their hourly rate of pay as a result of such interim work being performed. Through this job match program, bargaining unit members will retain their regular rate of pay and other benefits under the negotiated Agreement. When their talents can be applied in ways that take full advantage those talents and skills, the system benefits. Therefore, the parties agree to the following:

The creation of a joint committee to develop the MCPS/SEIU Local 500 Job Match Partnership. The committee shall be established and begin its work no later than September 15, 2020 and conclude its work no later than November 1, 2020. The committee shall be charged with the following:

- i. Identifying work that enhances the school system's capacity to provide expanded student support and to expand the capacity of MCPS to address a broader array of operational needs.
- ii. Identifying ways employees and administrators can be made aware of the availability of such work, and ways in which employees may either be assigned or may apply to perform such work.
- iii. Establishment of placement rules that ensure that employees facing any layoff or hours reductions shall be given first priority for the assignment of job bank hours.

17. The parties shall negotiate subsequent provisions to this agreement as public health conditions warrant; applicable state and local orders and/or health guidelines change.
18. The provision of this agreement shall be subject to the grievance procedure as outlined in the existing FY 20-23 collective bargaining agreement between SEIU Local 500 and MCPS.
19. Each party reserves the right to raise additional issues for subsequent impact bargaining as circumstances warrant. Once subsequent agreements have been reached, they shall become a revision to this addendum.
20. Employees who are required to quarantine by MCPS shall not be required to use their own leave. If the employee is required to see a doctor, such leave shall not be considered medical leave. Employees who have to quarantine due to exposure but have not tested positive, shall not be required to provide any medical documentation to return to work.

21. In addition to job security provisions provided for in our current agreement, MCPS further agrees that no employee shall be laid off so long as there is work provided for under this MOU that the employee is qualified to perform.

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

For Montgomery County Public Schools

\_\_\_\_\_  
Monifa B. McKnight  
Deputy Superintendent

\_\_\_\_\_  
Date

For SEIU Local 500

\_\_\_\_\_  
Pia Morrison, President  
Service Employees International Union Local 500

\_\_\_\_\_  
Date