

Montgomery County Education Association
Bargaining Proposal to Montgomery County Public Schools

December 05, 2022

Article 03: Association Rights and Privileges

A. Association Rights & Privileges

- A. There will be no reprisals of any kind taken against any unit member because of the unit member's Union membership status in the Association or participation in any of its legal activities.
- B. The Board of Education and the superintendent agree to meet with the Association's Board of Directors at mutually agreed-upon times to discuss matters of interest and concern. The Association's Board of Directors will submit items to be included on the agenda five working days prior to the meeting.
- C. The Association's Board of Directors will meet with the superintendent at least once a month during the term of this Agreement to review and discuss matters of mutual concern and the administration of this Agreement.
- D.
 - 1. Association officers and/or representatives will be permitted to draw on a bank of five hundred (500) full paydays in each year of this Agreement. Such leave will be granted in accordance with the current procedures established by the superintendent.
 - 2. If negotiation meetings between the Board and the Association are scheduled during a school day, the members of the Association's negotiating team will have their leave charged to the Association's leave bank to permit their participation.
 - 3. The Board will grant up to two hundred fifty (250) days of Union Business Leave for use by MCEA members who are elected as representatives to the Annual Convention of the Maryland State Education Association (MSEA), for purposes of participating in the Convention, in years when the Board schedules the Friday of the Convention as an instructional day.
- E.
 - 1. The President of the Association will be granted leave during the term of this contract.
 - 2. The President of the Association will, on a fully reimbursable 12-month employment basis at no cost to MCPS, be paid by the Board and covered under the appropriate retirement plan and the employee benefit package plan.

3.The President of the Association will have the right to receive step increases, as provided by the policies and procedures of the Board of Education, which will be the same as if the president had remained in the position from which leave was granted. Upon return to MCPS employment, the President will be granted credit on the salary schedule for the term of this Agreement. Sick leave may not be used or earned while on leave.

F. The Association will receive a copy of the official Board agenda by e-mail prior to each meeting and a copy of the Board minutes after their approval by the Board.

G.

1.The Association will have the right to use school buildings for any legal purpose without cost for meetings with the faculties of such buildings. In addition, the Association may schedule meetings of more than one school faculty or their representatives in school buildings, without cost, when building services staff is normally on duty, one or more times per month. Any damage in excess of normal wear will be paid for by the Association within thirty (30) days. Non-payment will result in abrogation of this Section of Article 3.

2.There will be one bulletin board of appropriate size reserved for the Association, in each work site, for displaying notices, circulars, and other material. Copies of all materials to be posted will be given to the building principal, but no approval will be required prior to this posting. Use of the bulletin board to display material detrimental to the goals and activities of MCPS is expressly prohibited.

3.Use of the interschool mail facility is authorized to distribute official Association material. Printed materials or literature indicating MCEA's position concerning any candidate for public office may not be distributed through the inter-school facility. Use of the facility to distribute material detrimental to the goals and purposes of MCPS or material in violation of the law is expressly prohibited. Use of the interschool mail facility will be in accordance with procedures established by the superintendent. Violation of this section will result in loss of use of the facility for the remainder of the period of the Agreement.

4.Association will be provided with the names and addresses of all new unit members as they are contracted.

H. **New Educator Orientation**

1.MCPS shall provide MCEA with a list of new hires and their contact information, including name, school/worksite, phone number, email address and mailing address by July 15th of every year and will provide lists of updated names and contact information of new hires every two weeks during the school year.

- 2.MCPS shall provide all MCEA NEO participants with the proper technology, such as but not limited to, laptops and connection equipment to Boxlights, Promethean boards, and any projector technology.**
- 3.MCPS shall provide MCEA NEO participants with classrooms and adequate seating during the one-hour presentation.**
- 4.MCEA will be provided with a table and space during all days and hours of New Educator Orientation.**
- 5.MCPS will provide MCEA with a list of all new hires who did not attend New Educator Orientation by the end of NEO week, along with their contact information, including name, school/worksite, phone number, email address and mailing address.**
- 6.In accordance with 2021 Maryland Statutes, MCPS will provide MCEA one hour during Pre-Service week to give the NEO presentation by cluster and will allow MCEA access to a school/worksite per cluster. The NEO presentation will be given to new hires who couldn't attend the larger New Educator Orientation before Pre-Service week. MCPS will require attendance of those unit members at this session, which will be held during the new hire's duty day.**
- 7.MCPS will provide one hour during one day in January for MCEA to present to new unit members hired throughout the year who did not attend the MCEA presentation during NEO in August or Pre-Service week. The date and location of the session will be reached by mutual agreement. MCPS will require attendance at this session, and it will be held during the new hire's duty day.**

- I. ~~H.~~The privileges granted in Sections C through ~~K~~L of this Article will continue unless the Association strikes.
- J. ~~I.~~The Association will be provided with an hour during the orientation program for newly employed educators to use for Agreement orientation.
- K. ~~J.~~The Association will have online access to the annual directory without cost to the Association, and fifty (50) copies of each issue of the Advocate will be provided without cost to the Department of Labor Relations (DLR).
- L. ~~K.~~ The Board agrees to include the Association's headquarters as a regular interschool mail stop, provided that MCEA complies with MCPS regulations on this subject.
- M. ~~L.~~Except for Section F, the rights and/or privileges granted to the Association in this Agreement will not be granted to any other unit member group or employee organization, as defined in Section 6-401(b) of the Education Article of the Annotated Code of Maryland, during the term of this Agreement, except as may be required by law.