

**Montgomery County Education Association**  
**Bargaining Proposal to Montgomery County Public Schools**  
**December 5, 2022**

Article **11: Physical Environments**

**A. Health and Safety**

1. The Board and MCEA agree that it is our common interest to achieve, maintain and, if necessary, restore healthy and safe physical environments in all MCPS schools and facilities so that all staff, students, and parents can learn, teach, and support learning and teaching. MCPS procedures should strive to promote environmental sustainability.
  
2. **Employees who reasonably believe that their health and safety is in jeopardy should report their concerns to their supervisor. Nothing in this Agreement will interfere with an employee's statutory rights guaranteed under the Maryland Occupational Safety and Health ("MOSH") and Occupational Safety and Health Act ("OSHA") in the event the employee believes the Board has failed to maintain a safe and healthy working environment.**
  
3. **Site-Based Health and Safety Committees**
  - a) **A site-based health and safety committees shall be established at all worksites, including non-school based sites, to provide guidance and support for practices necessary to minimize health and safety risks to employees, students, and community.**
  - b) **Membership of the Committee**
    - 1) **Non-School Based – MCPS and the Elected Building representatives shall jointly select the membership of the site-based health and safety committee after surveying the worksite staff.**
    - 2) **School Based – The triad at each school will determine the membership of the site-based health and safety committee after surveying the school staff.**
  - c) **These committees shall work jointly to problem-solve concerns including but not limited to:**
    - 1) **Asbestos abatement**
    - 2) **Lead abatement**
    - 3) **Water quality**
    - 4) **Indoor air quality**
    - 5) **Emergency preparedness**
    - 6) **Pest control**

**Commented [B1]:** We propose to re-organize this article to the sections this way:  
A. Health and Safety  
B. Indoor Air Quality and HVAC  
C. Sustainable Practices  
D. Facilities  
E. Devices, Equipment and Technology  
F. Process Improvements  
G. Capital Improvements

**7) Worksite safety & security**

**8) Crisis response protocol**

- d) **Should an unresolved dispute arise within a site-based health and safety committee, the concerned party may advance the issue to the Department of Labor Relations, who will involve the appropriate Union representative(s) and central office administrator(s) in attempting to resolve the dispute. Whenever possible, a meeting will be held within two business days and the matter resolved within three business days. If it is not resolved within the above timeframe, it will be advanced to the Superintendent's designee for resolution in collaboration with MCEA.**
4. ~~2-~~To achieve ~~this~~ **the goals of healthy, safe, sustainable environments**, the following principles are agreed on by the parties:
- a) Conserving energy is every MCPS employee's responsibility.
  - b) The costs of creating a healthy school are more than offset by life-cycle savings in maintenance, operation, building life and reduced workers' compensation and other liability costs.
  - c) Healthy and safe schools, particularly with regard to indoor air quality, should be achieved by proactive operating and maintenance practices, not in reaction to complaints.
  - d) Good indoor air quality is essential to teaching and learning. Standards must be appropriate for **all** adults and children **and adequately publicized**. ~~When there is doubt, MCPS should provide a margin of safety for children, whose vulnerability is greater.~~
  - e) All health and safety complaints should be addressed and resolved expeditiously, at the lowest possible level, and, ~~to the extent possible~~, full disclosure concerning the complaint's resolution should be provided to the complainant.
5. ~~3-~~Joint Health and Safety Committee
- a) There shall be a systemwide joint health and safety committee composed of an equal number of representatives appointed by each party. **The MCPS Chief Medical Officer (CMO) will represent MCPS as a standing member of the committee.**
  - b) The committee shall meet a minimum of three (3) times per year or more frequently if needed.
  - c) The joint committee shall be empowered to hear any health and safety issue brought to its attention by either party. Unit members may bring concerns based on any of the principles listed above or on other health and safety issues. The committee shall make recommendations to correct unsafe and/or unhealthful conditions, including the expenditure of funds to make those corrections. Concerns and complaints that remain unresolved after committee recommendations have been issued will be referred directly to

the chief operating officer who, within thirty (30) duty days of receiving a complaint, shall investigate and render a final and binding decision.

- d) ~~Health and safety complaints shall not be subject to the grievance procedure in Article 5. Unit members are not precluded from exercising any rights they may have under applicable laws, seeking outside review of alleged violations, and are encouraged to inform the school system when exercising such rights. No unit member shall be disciplined or in any way discriminated against, due to filing a complaint or following any procedures outlined above.~~
- d) e) Available, annual statistics of reported health and safety complaints and corrective actions taken shall be shared with the Committee.

6. ~~4.~~ **School Worksite Safety and Security**

a) **School Sites:**

- 1) ~~a) Unit members will have functioning,~~ A direct communications links from each work location, such as but not limited to classrooms, including portable classrooms, and offices, to the main office for reporting crises and getting help. Where such facilities are not immediately practical and possible, MCPS will provide the unit member classroom educator in ~~portable classrooms~~ with access to a walkie talkie or phone. Each direct link shall be kept in good working order and shall be appropriately staffed to ensure response to reports of crisis.
- 2) ~~b) Temporary classroom structures shall be equipped with adequate safety and security measures. Based on a school's needs, these may include but are not limited to adequate outdoor lighting, security cameras, and safe and sheltered egress to and from the main school building.~~

b) **Non-school Based Sites**

- 1) Unit members will have functioning, direct communication links from their work location to their supervisor's office and/or security for reporting crises and getting help.
  - 2) MCPS will provide the unit member with access to a cellular phone. Each cellular phone shall be kept in good working order.
- c) When unit members have concerns about the upkeep and maintenance of equipment, and/or effectiveness of response protocols, they may bring those concerns to the site-based health and safety committee.
- d) ~~e) All unit members shall be provided keys and keycards to the spaces in which they teach~~ work within one week of their starting date.
- e) ~~e) When a unit member reasonably believes there is an imminent danger of death or serious harm to the unit member or the unit member's property, the unit member must immediately report the danger to the principal or designee~~

and make arrangements in alignment with the school emergency plan and crisis response protocol to ensure the safety of any children in that unit member's care.

7. ~~5.~~The parties agree that federal and state occupational safety and health laws will be adhered to.

**B. ~~6.~~Indoor Air Quality and HVAC**

**1. Inquiries**—Unit members who are experiencing problems with the indoor air quality in their workplaces may request an investigation and appropriate relief by using the mutually established process for an Indoor Air Quality Inquiry, Investigation, Report, and Review (MCPS Forms 230-23 and 230-24). The administration shall **fix and/or upgrade building ventilation systems, if inadequate according to CDC/MDH/MSDE guidelines.** ~~respond in accord with the timelines established therein at each stage of the process. Failure to do so may be appealed only through the administrative complaint procedure.~~

**2. HVAC Mitigations**

- a) **MCPS shall address ventilation and filtration systems to maximize/enhance indoor air quality standards within each worksite.**
- b) **MCPS shall review the air quality and HVAC system in each worksite biannually. The results of these reviews shall be posted on the MCPS website within 30 days of completion.**
- c) **To improve air quality for those worksites having IAQ over 100, and to maximize ventilation and increase filtration within existing systems, MCPS shall:**
  - 1) Run the HVAC system at maximum outside airflow for 2 hours before and after a building or school is occupied.**
  - 2) Use portable high efficiency particulate air (HEPA) fan/filtration systems to enhance air cleaning.**
  - 3) Modify the control system to maximize and modify airflow.**
  - 4) Consider possible or partial building closures when equipment is not functioning as intended.**
- d) ~~**B.**~~**Thermostat Control**—~~Decisions regarding conversion to heating or air conditioning are based on a number of factors. Schools~~ **Worksites** will be notified of their HVAC conversion dates in a timely manner. The principal, in consultation with ILTs, may request earlier or later conversion dates. Such requests shall be honored to the extent possible. **Worksites that are denied their request shall be notified in writing the reason the request was denied.**

**C. Sustainable Practices**

**To improve the health and wellness of schools, students, and staff, MCPS shall:**

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1. Recycle—MCPS will avail itself of all county-offered recycling programs for each worksite to be fully implemented by the expiration of this agreement.
2. Compost—MCPS will partner with the Montgomery County Government to develop a comprehensive composting program at each worksite to be fully implemented by the expiration of this agreement.
3. Conserve Rainwater—MCPS will develop a comprehensive rainwater conservation program at each worksite to be fully implemented by the expiration of this agreement.
4. Achieve Green Ribbon School Designation at Each School by:
  - a) Striving to be free of toxins
  - b) Using resources sustainably
  - c) Creating a green healthy place for children
  - d) Focusing on environmental education
5. Obtain industry recognized healthy building certification for all new construction projects. Such certifications may include:
  - a) LEED certification including IAQ Certification
  - b) Fitwell Certification
  - c) WELL Building Standard
  - d) RESET Air Standard
  - e) IgCC
6. Obtain industry recognized healthy building certification (see above) for buildings that are on the capital improvements schedule.
7. Provide outdoor spaces to:
  - a) Eat
  - b) Instruct students
  - c) Allow for recess in covered areas
8. Make every effort to ensure new constructions are not built within 500 feet of existing cell phone towers.
9. Install 1 water bottle filling station for every 200 people (employees/students) in a worksite by the expiration of this contract. Filter replacement schedules will follow the recommendation of the manufacturer(s).
10. Develop a draft action plan to meet the requirements of the Climate Solutions Now Act of net zero emissions by 2045. The draft action plan will be completed by the

expiration of this contract and presented to a multi-stakeholder committee for feedback.

**11. Incorporate Green Roofs**

- a) New buildings will include green roofs in their design
- b) Every effort will be made to add green roofs to existing buildings

**12. Ensure Safe Water Quality**

- a) All drinking water will be tested annually
- b) Should mitigating measures need to be taken, the source of the problem will be neutralized immediately. Impacted communities will be notified of the identified problems and solutions within 24 hours.
- c) If drinking water is determined to be unsafe, bottled water/water coolers will be provided until the water is safe to drink.

**13. Install Vehicle Charging Stations at 50% of worksites by the expiration of this contract.**

- a) At elementary schools, at least one charging station shall be installed
- b) At secondary schools, at least two charging stations shall be installed
- c) At non-school sites, at least four charging stations shall be installed

**14. Incorporate Sustainable Lighting**

- a) Replace 50% of incandescent and florescent lights with more energy efficient lighting by the expiration of this contract.
- b) Install automatic light shut-off in all workspaces by the expiration of this contract.

**D. C-Facilities**

1. The Board shall keep schools worksites reasonably and properly equipped, and maintained, and in compliance with federal, state, and local regulations. When a unit member has a concern about their worksite, they may direct those concerns to the site-based health and safety committee. ~~Where such facilities or capabilities are not immediately practical and possible, effort will be made to progress toward these objectives as quickly as possible.~~
2. ~~As the budget permits, e~~Each school worksite should have the following facilities or capabilities:
  - a) ~~Unit members should have e~~Access to phones, electronic mail, voice mail, the Internet, and computerized teaching resources.
  - b) Clean and serviceable equipment within classrooms for teaching and learning, including desks and chairs for all educators, locking filing cabinets or desk, and storage space.

- c) Access to printing and copying machines ~~at each school, for reproduction of teaching materials.~~ The parties agree to continue to invest in and explore ways to expand copy service.
  - 1) In the event a copy machine breaks down, all staff at the school will receive an electronic communication stating that service has been requested.
  - 2) ~~In the event that~~ **If** a copy machine is out of service for three (3) or more consecutive duty days, ~~Copy Plus~~ **MCPS** shall ~~make every effort to~~ get copies to educators within three (3) to five (5) duty days.
- d) Appropriately furnished and equipped (and air-conditioned) employee lounges and restrooms for staff; and, when space is available, a separate staff dining area.
- e) Adequately ventilated and humidity-controlled, and temperate (fully air-conditioned and heated), classrooms, throughout the school year and summer programs. ~~In the event that~~ **If** temperatures in the classroom are below 55 degrees or above eighty (80) degrees, the educator shall have the discretion to relocate the class to a more comfortable location after approval from an administrator.
- f) Itinerant-related service providers (e.g., occupational therapists, physical therapists, and psychologists) should be provided access to an appropriate workspace that is suitable for the service.

**3. Parking**

- a) ~~Adequate amounts of~~ **There will be** Adequate amounts of employee parking in safe, well-lit lots **provided at all worksites.**
- b) Should the number of staff that require accessible parking exceed the number of accessible spaces provided by ADA guidelines, it is a reasonable accommodation for the administration to ensure that sufficient accessible parking spaces are available to staff that require them. Staff will furnish appropriate documentation from their motor vehicle administration upon request.

**4.** The parties agree to ~~pursue~~ **consider** creative private/public partnerships that would help meet these facility goals.

**5.** In order to permit freedom of access, both during and after regular school hours, all unit members of that building will, as needed for their work, be provided access to the lounge, educator workrooms, and through interior hallway gates. Upon request,

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subject to approval by the principal, unit members may be provided temporary access to an outside door in their area of the building during non-school hours.

6. When a speech and language room is provided, ~~every reasonable effort it~~ will be made ~~to make it~~ available for the exclusive use of the speech and language pathologists during their assigned times in a school.
- 7. Spaces assigned for the instruction of students will be dedicated for the exclusive use of the students assigned to it during the times designated for student use.**
- ~~8.7-~~When a school building or rooms are used during the evening for any instructional or meeting activity, the facilities shall be properly cleaned and maintained before the opening of the building for the regular school session. ~~Any violations of this section shall be processed through the administrative complaint procedure.~~
- ~~9.8-~~All current and future classrooms and gymnasiums shall be air-conditioned ~~and all existing non-air-conditioned classrooms and gymnasiums shall be air-conditioned by~~ the expiration of this contract as soon as funds permit.
- ~~10. 9-~~Each school will provide a place for unit members to make official confidential telephone calls, in private.
- ~~11. 10-~~Every effort will be made to provide ~~u~~Unit members shall be provided with a quiet and, when needed, private work area for planning and other related duties.
- 12. 11-Relocations -**
  - a) The parties recognize that moving between classrooms and /or work locations is a necessary part of school-district operations. ~~Providing as much notice as possible when a unit member must move is a goal that the district and association share.~~ MCPS will provide as much notice as possible when a unit member must move. Thus, any unit member who has to move classrooms and/or work locations ~~due to building relocation or as a result of a District mandated reorganization,~~ will be notified within a week of the relocation decision ~~Principal's notification~~. When it is deemed necessary for a unit member to move, unit members will be provided with the opportunity to discuss the move and the reasons for it in writing.
  - b) ~~12. Support will be provided to assist~~ MCPS will provide assistance to unit members with moves. ~~This~~ Support includes, but is not limited to, activities such as transporting instructional materials, moving furniture, handling of special equipment, and set up. Appropriate moving materials and supplies will be made available to unit members.



- c) **Unit members will not be required to engage in any physical activity beyond what is specified in their job description. Moreover, unit members shall not be required to move materials and equipment if they have reasonable concerns about potential adverse health effects of doing so.**
- d) Every effort will be made to minimize involuntary classroom reassignments from year to year.
- e) **Relocation decisions will not be arbitrary and capricious.**

13. ~~12-~~MCPS shall comply with any and all applicable laws regarding supporting mothers who choose to breastfeed. MCPS shall provide reasonable break time and a private, **sanitary, and accessible** place **that is shielded from view and free from intrusion from coworkers and the public** for an employee to express breast milk for their nursing child for ~~one~~ **two** years after the child's birth. ~~each time such employee has a need to express milk.~~

**E. Devices, Equipment and Technology:**

- 1. **MCPS shall provide unit members with a minimum of three laptop options to choose from to meet their job expectations.**
- 2. **Unit members will be provided adequate worksite-based technology support to be able to use the equipment and/or devices effectively to meet their job expectations.**
- 3. **Unit members shall not be charged any fee to replace defective system-issued devices or to replace equipment that needs to be replaced because of normal wear and tear or events beyond the member's control. MCPS shall repair or replace devices and/or equipment as needed for the unit member to meet their job expectations.**

**F. ~~D-~~Process Improvements**

Health and Safety concerns are of mutual importance and every effort to resolve them at the local level and make and maintain clear channels of communication ~~should~~ **shall** be made. To this end, the Operations and Contract Administration LMC (OCALMC), per Article 6, will make recommendations, if any, to the Labor Management Collaboration Committee (LMCC) on resolving concerns related to the following items:

- 1. **Processes and Procedures Around:**
  - a) Submission and completion for work orders
  - b) Communication and dialogue within workplaces
  - c) Staff satisfaction regarding repair requests, timeliness, metrics, and other items
- 2. Additional performance metrics that should be collected and reported, considering requirements from applicable law and testing conducted in the workplace

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3. The OCALMC will discuss annually and provide updated recommendations as necessary to the LMCC in time to potentially impact the budget development process.

**G. Capital Improvements**

1. **During the annual capital improvement budgeting, planning, and review process, MCEA shall be provided the opportunity to present recommendations related to the capital improvement plan.**
2. **Whenever a worksite is undergoing renovation, there shall be a site-based renovation advisory committee.**
  - a) **No fewer than two MCEA unit members shall be members of the site-based renovation advisory committee.**
  - b) **One representative will be the MCEA Head Building Representative. The remaining representatives shall be selected by the MCEA unit members in the worksite.**
  - c) **The representatives will have the opportunity to seek input from all impacted unit members so that a summary of the input will be presented to the advisory committee.**
3. **Childcare Facilities. To meet the needs of staff and community, MCPS will plan for and build spaces to provide childcare services in all new or renovated worksites.**
  - a) **Childcare spaces shall be developed as a joint MCPS and County initiative.**
  - b) **All MCPS and Montgomery County staff may utilize the childcare services provided.**
  - c) **MCPS shall work with Montgomery County to provide adjusted rates for any MCPS or county employees who need childcare support.**