



July 1, 2018 – June 30, 2021

# COMPREHENSIVE AGREEMENT

WITH THE GARRETT COUNTY BOARD OF EDUCATION  
AND THE  
GARRETT COUNTY FEDERATION OF UNIT MEMEBERS (HEAD CUSTODIANS  
& CAFETERIA MANAGERS)

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# DEFINITIONS

- A. The following list of terms will be used frequently in this agreement and when they are used will refer to the definitions described below unless otherwise stipulated.
  - 1. Board - The Board of Education of Garrett County.
  - 2. Federation - Garrett County Federation of Unit members.
- B. Bargaining Unit - All Head Custodians and Cafeteria Managers.
- C. Superintendent - The Superintendent of the Garrett County Public Schools or his designee.
- D. GCPS - Garrett County Public Schools.
- E. Year - Same as the fiscal year (period beginning July 1 of a calendar year and ending June 30 of the following calendar year) of the Board of Education of Garrett County.
- F. The male or female gender shall be read to include the other.
- G. Permanent Employee - An employee who has satisfactorily completed a probationary period.
- H. Probationary Employee - An employee who has not received permanent status.
- I. Probationary Period - A ninety (90) day trial period with the exception of Article 28.

## ARTICLE 1 - PREAMBLE

It is the purpose of this Agreement to set forth wages, hours and working conditions which shall prevail for the duration of this Agreement and to promote and foster constructive working relations in the Garrett County Public School System.

## ARTICLE 2 - RECOGNITION

The Board hereby recognizes the Garrett County Federation of Unit members, Local 2385, FMT, AFT, AFL-CIO, as the sole and exclusive bargaining representative for all employees in the bargaining unit on all matters relating to wages, hours and other working conditions.

## ARTICLE 3 – STATUS OF AGREEMENT

- A. This agreement shall modify, replace or add to any policies, rules, regulations, procedures or practices of the Board which shall be contrary to or inconsistent with its terms.
- B. If any provision of this Agreement or an application of this Agreement is held to be contrary to law or State Board bylaws, having the force and effect of law, 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 and effect.

- C. There shall be two (2) signed copies of the final Agreement for the purpose of records. One shall be retained by the Board, one by the Federation.
- D. The Board shall maintain a copy of the current Policies and Procedures Manual with all new revised policies and procedures, as approved, and will be posted on the Board of Education's website [www.garrettcountyschools.org](http://www.garrettcountyschools.org).
- E. Members may refer to the Garrett County Public Schools website or BoardDocs for Board Meeting agendas and minutes. The agendas are available one week in advance of the scheduled Board Meetings. The minutes are not available until the Board approves them at the following Board Meeting.
- F. The parties acknowledge that during the negotiations which resulted in this Agreement, each had the right and opportunity to make demands and proposals and that the understandings and agreements arrived at by the parties are set forth in this Agreement. Therefore, except as otherwise expressly provided for in this Agreement, the Board and the Federation agree that the other shall not be obligated to negotiate or bargain collectively with respect to any subject or matter, during the term of this Agreement.

## **ARTICLE 4 – FEDERATION RIGHTS**

- A. The Federation, through its representatives, shall have the right to transact official business relevant to employees on school property provided that it does not interfere with normal school operations and the principal of each school is given prior notice.
- B. Such rooms or other appropriate meeting facilities shall be made available for use as requested without charge to the Federation except that the Board may make a reasonable charge when special service is required beyond normal operational practice.
- C. Federation representatives shall make their presence known to the appropriate administrative authority when visiting school facilities. Such visits shall not interrupt work or disrupt normal school functions.
- D. The Federation shall have the right to make announcements at employee staff meetings.
- E. The Board shall make available to the Federation, upon ample request to the Superintendent, reasonable available information, statistics and records which are relevant to negotiations or necessary for the proper enforcement of the terms of this Agreement.
- F. The Federation shall have the right to use the school bulletin board to post notices. The Federation shall have the right to place official notices, circulars and other materials in members' mail boxes but cannot use the Board's interschool mail system for distributing these materials. The Federation will not distribute political materials.
- G. The Federation recognizes its responsibility of leadership and shall not use its rights, authority and discretion in an arbitrary or capricious manner.

- H. Prior to the Board making a request for proposal (RFP) relative to the subcontracting of a bargaining unit classification, written notification shall be provided to the Association at least thirty(30) calendar days in advance.

## **ARTICLE 5 – PAYROLL DEDUCTIONS**

- A. Any employee who is a member of the Federation, or who has applied for membership, may sign and deliver through the Federation to the Finance Office of the Board of Education an assignment authorizing deduction of membership dues including Federation affiliates. Such authorization shall continue in effect from year to year unless revoked in writing between the first day of school and September 15 of any year. Notices of revocation shall be submitted to the Federation who will provide said forms to the Finance Office by September 16. Pursuant to such authorization, the Board shall deduct the regular monthly dues from a regular salary check of the employee during each calendar month. With respect to all sums deducted by the Board pursuant to said authorization, the Board agrees to remit such items monthly to the Federation.
- B. Upon appropriate written request from the employee, the Board shall deduct from the salary of any employee and make appropriate remittance for the following approved deductions:
  - 1. Credit Union
  - 2. One of not less than ten (10) carriers for tax sheltered annuities.

## **ARTICLE 6 – FAMILY ILLNESS**

- A. A unit member may use any or all of the fourteen (14) annual allotted days for illness in the immediate family. As part of a qualifying Family Medical leave, a unit member may use up to thirty (30) days of his/her accumulated sick leave for illness in the immediate family, less any annual sick leave days previously used from the current year's appropriation for this purpose. Immediate family shall mean spouse, children, mother, father, or anyone who lives regularly in the household.
- B. The Board shall pay its share of the premiums for up to a total of twelve (12) weeks per year during an approved, qualifying leave in accordance with the Family Medical Leave Act.
- C. A unit member may be granted a leave of absence without pay for up to one (1) year to care for a seriously ill member of his/her immediate family when such illness is certified by the health care provider of the family member. Unit members with at least one (1) year of experience with the Garrett County Board of Education will be required after the first twelve (12) weeks to assume the Board's share of the premium in addition to any premiums he/she theretofore paid for dependent coverage. The member may request upon expiration of such leave to be assigned to the first available position within their employee classification for which they are qualified. The request should be made to the Personnel Office at least thirty (30) days prior to the return and should include the anticipated date of return. If the return is within ninety (90) duty days and such return is stipulated at the beginning of the leave, the same position shall be offered.

## **ARTICLE 7 – BEREAVEMENT LEAVE**

- A. A unit member shall be entitled to five (5) consecutive duty days without loss of salary to be used immediately following the death of, or immediately following the burial of a child, parent (natural, foster or in-law), brother, sister, husband, wife, or of anyone who has lived regularly in their household.
- B. A unit member shall be entitled to two (2) consecutive duty days without loss of salary to be used immediately following the death or immediately following the burial of a brother-in-law, sister-in-law, son-in-law, daughter-in-law, grandparent, grandchild, aunt, uncle, nephew, niece, or spouse's grandparents.
- C. In the event of unusual travel, memorial service or personal problems in connection with the use of bereavement leave, additional leave days or a re-configuration of consecutive days may be granted by the Superintendent.

## **ARTICLE 8 – PERSONAL LEAVE**

- A. Each bargaining unit member shall be entitled to four (4) days of personal leave per year with pay and chargeable to sick leave. Personal leave shall be for the transaction of personal business that cannot be accomplished other than during the duty day. Provided these days are not used by a bargaining unit member, up to two (2) days will be accumulated as personal leave days. The use of more than three (3) consecutive personal leave days must have prior approval from the appropriate supervisor.
- B. The maximum number of personal leave days an employee may use in a school year shall be six (6), providing he/she has accumulated two (2) personal leave days from the prior year. Personal leave shall not be taken on a professional development/in-service/professional day, or during mandated student assessment days. Personal leave on such a day shall require administrative approval.
- C. Personal leave may be taken immediately preceding or following a school holiday if the bargaining unit member provides his/her supervisor written notification within two (2) weeks of the intended start date of the desired leave. Failure to provide the minimum two (2)-week notification shall require administrative approval from the Office of Human Resources and Employee Relations. No more than two (2) personal days may be taken immediately preceding or following a school holiday during any given work year.

## **ARTICLE 9 – CIVIL LEAVE**

A bargaining unit member subpoenaed to appear in court for a work-related matter or serve on jury duty shall be granted leave, without loss of pay. A copy of the court summons, subpoena, or letter from the court requesting the bargaining unit member's presence must be submitted to administration. When a bargaining unit member is scheduled to be absent and such appearance in court is negated or the bargaining unit member is excused in such time to return to his/her work site for the remainder of his/her workday, the bargaining unit member is required to do so.

## **ARTICLE 10 – PARENTAL LEAVE OF ABSENCE**

- A. A female unit member may use any or all accumulated leave during pre- and post-natal care for that period of time she is temporarily disabled, as determined by the unit member and her physician.
- B. Unit members desiring to use any or all accumulated leave during a period of pregnancy or postnatal care should state this in writing to the Office of Human Resources and Employee Relations.
- C. Unit members who uses any or all accumulated leave as a temporary disability during pre-and post-natal care must return to active service as soon as her physical health permits according to her physician; unless she requests a leave of absence without pay or she resigns.
- D. Any non-probationary female unit member who does not wish to use any or all accumulated leave during pre- and/or postnatal care shall be granted a leave of absence without pay provided that a reasonable notice in writing to the Office of Human Resources and Employee Relations is made in advance.
- E. Unit members using a leave of absence without pay for pre-natal care, adoption, post-natal care and/or child rearing (not to exceed a period of one (1) year in duration and taken within the first year after birth or adoption) shall have the opportunity to continue benefit programs provided to unit members. Unit members with at least one (1) year experience with the Garrett County Board of Education will be required after the first twelve (12) weeks to assume the Board's share of the premium in addition to any premiums he/she theretofore paid for dependent coverage. Provided that a written, advanced request is made to the Office of Human Resources and Employee Relations the employee on such leave will be offered employment upon expiration of the leave in the first available position in their classification for which they are qualified. The request should be made at least thirty (30) days prior to the return and should include the anticipated date of return. If the return is within ninety (90) duty days and such return is stipulated at the beginning of the leave, the same position shall be offered.
- F. Adoptive parents may use up to twelve (12) weeks in compliance with Family Medical Leave Act (FMLA) of any or all accumulated leave for the purpose of adoption and/or infant bonding.
- G. If using combined sick leave and leave without pay unit members who have at least one (1) year experience with the Garrett County Board of Education will have premiums paid for a total of twelve (12) weeks per year in accordance with the terms of the FMLA, and have their position held prior to such leave.

## **ARTICLE 11 - LEAVE FOR ACCIDENTAL INJURY**

- A. The Board assures bargaining unit members that it shall put its full support behind the discipline procedures and policies hereinafter recommended and adopted by the Board. It is also agreed that such policies will be enforced fairly and consistently pursuant to its anti-discrimination policy.
- B. A bargaining unit member, absent from work as a result of an injury occurring in the course of his/her employment, may apply for Worker's Compensation. In accordance to State Law pertaining to

Workers' Compensation, the bargaining unit member shall be paid for the period of such absence without loss of sick leave.

- C. Differently, in accordance with 6-111 of the Education Article to the Annotated Code of Maryland, any bargaining unit member who is absent as the result of a compensable injury arising from an assault during the course of his/her employment shall continue to receive full salary for the period of such absence without loss of sick leave.

## **ARTICLE 12 - COURSE CREDIT**

- A. Employees will be reimbursed for six (6) college credits from July 1 of one year to June 30 of the following year. The maximum rate of reimbursement at a four-year institution will be adjusted to be the tuition rate set by Frostburg State University for undergraduate courses. The maximum rate of reimbursement at a two-year institution will be adjusted to be the tuition rate set by Garrett College. Reimbursement for courses taken through other institutions or agencies may not exceed the maximum rates of reimbursement or the actual invoiced cost of the course. All courses taken must have the prior approval of the appropriate supervisor.
- B. In order to be entitled to reimbursement, the bargaining unit member must meet the following conditions:
  - 1. The bargaining unit member must be employed with the Board of Education. He/she must be actively employed to receive reimbursement for classes taken during the summer.
  - 2. Credits must be earned at an accredited institution.
  - 3. A grade of "B" or better must be earned in the course or a passing grade in a pass/fail course.
  - 4. Credits earned must contribute toward the securing a Bachelor's Degree and/or obtaining of a Maryland teaching certificate.
  - 5. Any courses not covered in item 4 must have prior approval, in writing, from the Office of Human Resources and Employee Relations.
  - 6. Claims for reimbursement must be submitted by September 15, January 15, and June 15 of each school year. Reimbursement shall be made during the following month.
  - 7. Any financial assistance or allowance received for tuition from any source shall be deducted from the amount the bargaining unit member would have been reimbursed according to the guidelines above.
  - 8. Should the bargaining unit member receiving tuition reimbursement for a Bachelor's Degree or a Maryland teaching certificate voluntarily separate his/her employment or has his/her employment separated for cause within five (5) years of degree completion, the bargaining unit member shall be required to pay the Garrett County Public Schools a prorated portion [each of the five (5) years shall equate to twenty percent (20%)] of the tuition reimbursement paid on his/her behalf. Such payment shall be made within one (1) year of his/her separation from employment.



## **ARTICLE 13 - FEDERATION LEAVE**

When the need arises, officers and members designated by approval of the President of the Federation may attend essential Federation meetings or other meetings as representatives of the Federation with no loss of pay or annual leave. No more than a total of ten (10) days aggregate and cumulative for all Federation members shall be approved in any school year. The Federation shall attempt to give the Office of Human Resources and Employee Relations as much notice as possible. If the person designated to attend the meeting is a Federation member and if a substitute, as determined by the Board, is necessary to replace such Federation member during his/her absence, the Federation shall reimburse the cost of such Federation member's substitute.

## **ARTICLE 14 - SICK LEAVE**

- A. During the first year of employment in Garrett County and during each successive year thereafter, each head custodian will be entitled to fourteen (14) sick leave days per year and each cafeteria manager shall be entitled to fourteen (14) sick leave days per year.
- B. Upon a unit member's retirement, he/she shall receive thirty dollars (\$30.00) for each unused day of sick leave accumulated up to two hundred and nine (209) days. Should the unit member die while in active service, the designated beneficiary shall receive thirty dollars (\$30.00) for each unused day of sick leave accumulated up to two hundred and nine (209) days. At the option of the bargaining unit member, all or a portion of the stipend may be placed into a tax deferred or sheltered annuity plan.

Note: Unused sick leave will also be converted to months of creditable service by the Maryland State Retirement and Pension System.

- C. Employees will be notified of the number of sick leave days accumulated and the number of annual leave days accumulated annually via their employee portal.
- D. The Board shall pay its share of the premiums for up to a total of twelve (12) weeks per year during an approved, qualifying leave in accordance with the Family Medical Leave Act.
- E. A leave of absence without pay, not to exceed one (1) year, may be granted to a unit member for a prolonged personal illness (supported by a medical certificate from the person's physician). Such unit member may participate in the insurance benefit program, if they qualify for FMLA, and after the first twelve (12) weeks, will be required to assume the Board's share of the premium in addition to any premiums he/she theretofore paid for dependent coverage. If approved by the Retirement System, the employee may continue to contribute toward his/her retirement programs, if applicable. The unit member on leave will be offered the first available position within their employee classification for which they are qualified provided that a written notification is submitted to the Office of Human Resources and Employee Relations at least 30 days prior to the date of return. If the unit member returns in 90 days and states such intent to return in writing at the beginning of the leave, the employee may return to his/her same position.
- F. A leave of absence without pay, not to exceed one (1) year, may be granted to a unit member for the purpose of study, and after the first twelve (12) weeks, will be required to assume the Board's share of the premium in addition to any premiums he/she theretofore paid for dependent coverage. The

unit member may also continue payment toward the Retirement System if approved by the Retirement System. The employee on leave will be offered the first available position for which he/she qualifies in their employee classification upon written notice by June 1 or 30 days prior to the date of return.

- G. Political leave shall be for a period not to exceed one (1) year or the length of the elected office and be for a continuous time period. The unit member on leave will be offered the first available position for which he/she qualifies upon written notice by June 1 or 30 days prior to the date of return. Save in emergencies, requests for such leave must be submitted to the Office of Human Resources and Employee Relations at least thirty (30) days in advance of the requested leave date.

## **ARTICLE 15 - ANNUAL LEAVE**

- A. Head Custodians who are employed on a twelve (12) month basis shall receive annual leave with pay as follows:

Years of Satisfactory Service	Days
1 – 2	5
3 - 4	10
5 - 19	15
20+	20

- B. Annual leave may be accumulated to a maximum of fifty (50) days as of June 30<sup>th</sup> of any given year. Annual leave days beyond the maximum shall transfer to sick leave and immediately be accessible to the unit member effective July 1 of each given year.
- C. If school is held on a non-work day for twelve-month employees, all twelve-month employees shall be granted one additional day of vacation leave.

## **ARTICLE 16 - SUBCONTRACTING**

- A. The Board hereby agrees that no subcontracting that affects the number of head custodians and cafeteria managers shall be established during the duration of this contract.
- B. The Board reserves the right to satellite food service operations which may affect the number of cafeteria manager positions.

## **ARTICLE 17 - NON-WORK DAYS**

- A. The Board will recognize the following days as non-work days for twelve-month employees:
  - Independence Day
  - Labor Day
  - Autumn Glory (if schools are closed)
  - Thanksgiving Day
  - Day after Thanksgiving
  - Christmas Eve
  - Christmas Day

New Year's Eve Day  
New Year's Day  
Martin Luther King, Jr. Day (if schools are closed)  
President's Day (if schools are closed)  
Good Friday  
Easter Monday (if schools are closed)  
Memorial Day  
Primary and General Election Days (if schools are closed)

- B. Employees who work on any non-workday shall receive an additional day of annual leave.
- C. Whenever any of the non-work days listed above fall on a weekend, a mutually upon agreed date will be selected for the non-work day.
- D. Head Custodians and Cafeteria Managers shall be designated as essential employees. Each Fiscal year, Head Custodians shall receive one (1) additional day of annual leave, and Cafeteria Managers shall receive one (1) additional day of personal leave for such designation.
- E. In the event that bargaining unit members are required to work for the purpose of addressing emergency situations, as declared by the Superintendent, Head Custodians shall receive one (1) additional day of annual leave, and Cafeteria Managers shall receive one (1) additional day of personal leave for each day they are required to work.
- F. Should a bargaining unit member work for an outside agency on a non-work day, he/she will be compensated at one and one-half times (1.5x) his/her hourly rate of pay, regardless of the number of hours worked or amount of leave used during his/her regular work week.

## **ARTICLE 18 - SENIORITY**

- A. The seniority of an employee shall be defined as the employee's most recent date of hire.
- B. New employees shall be in a probationary status for a period of 90 days. Probationary employees may be terminated by the Board, and such termination shall not be subject to the grievance procedure. Upon successful completion of the probationary period, the employee's seniority shall begin with the original date of employment.
- C. An employee who transfers within this unit shall retain his/her seniority.
- D. A seniority list will be made available to the Federation by October 1.

## **ARTICLE 19 - REDUCTIONS IN FORCE:**

- A. General Provisions: Seniority is the deciding factor in reduction in force within an employee classification. Reduction in force will be initiated as follows:
  - 1. Affected unit member(s) and the Association shall be notified, if possible, prior to the reduction in force.

2. The least senior unit member(s) in the employee classification being reduced shall be the first to be laid off until the total number of unit member(s) necessary are laid off.
3. The unit member(s) in the position(s) being eliminated will have the right to replace the unit member(s) with the less seniority in the same employee classification. However, first assignment will be in any vacant or newly created position(s) in the same employee classification. When more than one position is being eliminated, replacement will be done in accordance with seniority, with the individual with greatest seniority having first selection.
4. The unit member(s) having no position to accept shall be placed on the recall list.
5. When a unit member is permanently assigned to a lower-paying position, the unit member shall be paid the wage rate of that employee classification.
6. Unit member(s) may decline to bump and will be placed on the recall list.
7. A unit member shall remain on the recall list for a period of one (1) year.
8. When a position becomes available for which a unit member on recall is qualified, the position will be offered to the appropriate unit member on the basis of seniority. The offer is valid for a period of ten (10) days. Failure of the unit member to respond to such an offer within that period will be regarded as a refusal. Unit members refusing such an offer will be removed from the recall list.
9. A person who is on the recall list is eligible to continue insurance benefits in accordance with the Consolidated Omnibus Budget Reconciliation Act (COBRA).

## **ARTICLE 20 - VACANCIES**

- A. When a vacancy occurs, a vacancy announcement will be posted on the designated secure site linked to the GCPS website at [www.garrettcountyschools.org](http://www.garrettcountyschools.org). The announcement will indicate the closing date which shall be no sooner than eight (8) calendar days following the posting date. Those who wish to apply must do so through the application process within the advertised time period.
- B. Any employee hired from out of the school system could be placed as high as the fifth step on the Salary Schedule.
- C. The Head Custodian/Cafeteria Manager, as appropriate, will participate in selecting new staff in cooperation with the principal and others.

## **ARTICLE 21 - TRANSFERS**

- A. Voluntary: When a vacancy is being filled within the unit, a current unit member employed by the Garrett County Board of Education who expressed interest in the position, received a satisfactory rating on his/her most recent evaluation, is eligible for the vacant position, and possesses any special qualifications required for the job shall be given consideration for the position over applicants not meeting the qualification set forth. Any special criteria or skills that are required must be stated in advance of any consideration of the candidates for the position and shall be directly related to the performance of the job. Length of service and prior satisfactory experience may be factors considered in the selection of the applicant to be placed in the position.
- B. Involuntary: An employee may be involuntarily transferred only when the number of positions in an employee classification at a work site is to be reduced, to meet a documented need of the school system or for such other reasons as the Superintendent deems that the needs of the schools require.

In the event of an involuntary transfer to reduce staff at a worksite, the least senior qualified member of the employee classification shall be transferred.

## ARTICLE 22 - GRIEVANCE PROCEDURE

### A. Definitions:

1. "Grievance" shall mean a complaint by an employee that there has been a violation, misinterpretation or misapplication of this Agreement.
2. The purpose of this procedure is to assure, at the lowest level possible, equitable solutions to the allegations which may arise. Both parties shall strive to first informally resolve differences.
3. Days shall mean duty days.

### B. General Principles:

1. It shall be the policy of the Board to assure every employee the unobstructed use of this grievance procedure without fear of reprisal or without prejudice in any manner to their employment status.
2. An employee may seek and use the assistance of a designated representative of the employee's Federation in the representation and/or appeal of any grievance. Such assistance shall include, but not be limited to, the direct representation of an employee at all steps of the grievance procedure.
3. Nothing contained in this grievance procedure shall be construed to deny any employee their constitutional rights or their rights under the laws of the State of Maryland.
4. The failure of an employee to proceed to the next step of the grievance procedure within the time limits set forth, except when prevented by an Act of God, shall be deemed to be acceptance of the decision previously rendered and shall constitute a waiver of any future appeal concerning the particular grievance. The failure of an administrator or supervisor at any step to communicate their decision to the employee within the specified time limits shall permit the employee to proceed to the next step.

### C. Procedures: Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each level should be considered as maximum and every effort should be made to expedite the process. It is hereby understood that time is of the essence in the processing of grievances hereunder.

#### Step 1:

1. Any employee may present a grievance to their immediate supervisor within ten (10) duty days after the occurrence of the alleged grievance. Such grievance must be in writing and must state specifically that the grievance procedure is being invoked as well as what specifically has been violated.
2. Within ten (10) duty days of the receipt of the grievance, the immediate supervisor shall inform the employee of their decision.
3. Should the employee not appeal to the next step within ten (10) duty days the grievance shall be considered settled.

#### Step 2:

1. The aggrieved employee may, within ten (10) duty days of their receipt of an adverse decision at Step 1, appeal to the proper supervisor immediately below the Superintendent. The appeal shall be in writing on the proper form and shall set forth with specificity the grievance asserted and its disposition at Step 1. If a representative is to appeal on behalf of the grievant, their name shall be designated in the written appeal or initial complaint.
2. Within (10) duty days of receipt of said appeal the designated supervisor shall conduct a hearing. The aggrieved employee and their representative, if any, shall be given prior notice of the hearing date and place. The employee shall be relieved of their responsibilities, if necessary, without the loss of salary, for the purpose of attending the hearing.
3. Within ten (10) duty days following the hearing, the designated supervisor shall inform the employee and/or their representative of their written decision.
4. Should the employee not appeal to the next step within ten (10) duty days the grievance shall be considered settled.

Step 3:

1. The aggrieved employee may, within ten (10) duty days of receipt of notification of the disposition of their grievance under Step 2, appeal the decision to the Superintendent of Schools.
2. Within fifteen (15) duty days of the hearing before the Superintendent, the Superintendent shall inform the employee and/or their representative of his decision.
3. Should the employee not appeal to the next step within ten (10) duty days the grievance shall be considered settled.

Step 4:

1. The aggrieved employee may, within ten (10) duty days of the receipt of the notification of the disposition of their grievance under Step 3, request a hearing before one member of the Board of Education. The member of the Board of Education who will be selected to hear the grievance will be determined by a process in which each side will remove a name until only one person remains. The selection process will then be complete.
2. Within ten (10) duty days of the hearing before the Board of Education member, the Board member shall inform the employee and/or their representative of its' decision. This decision shall be final.

## **ARTICLE 23 - DISCIPLINE & DISMISSAL**

- A. Both parties recognize that the following articles have been ruled to be illegal subjects of bargaining and therefore are not grievable. In accordance with Education Article 4-205© (4) a Superintendent's decision regarding discipline and discharge may be appealed to the local Board of Education whose decision may be further appealed to the State Board of Education. However, if an authority of established and competent legal jurisdiction ultimately rules that these articles are valid they shall become effective as of the date of the ruling.
- B. Upon completion of his/her probation, no unit member will be discharged, disciplined or reprimanded for arbitrary or capricious reasons.

## **ARTICLE 24 - EMPLOYEE RIGHTS**

- A. Both parties recognize that the following articles have been ruled to be illegal subjects of bargaining and therefore are not grievable. In accordance with Education Article 4-205© (4) a Superintendent's decision regarding discipline and discharge may be appealed to the local Board of Education whose decision may be further appealed to the State Board of Education. However, if an authority of established and competent legal jurisdiction ultimately rules that these articles are valid they shall become effective as of the date of the ruling.
- B. Employees shall be free to join or not to join any organization of employees. Administrators shall not encourage or discourage employees with regard to membership in any such organization. No employee shall be discriminated against by the Board or the Federation because of membership or non-membership in any employee organization.
- C. Non-discrimination - The Board of Education of Garrett County shall not discriminate against any employee in accordance with state and federal laws and Board policy.
- D. Cause - No unit member will be discharged, disciplined or reprimanded for arbitrary or capricious reasons.
- E. Personal Life - The Board agrees that nothing shall be deemed to deny or restrict any employee from full individual rights or personal freedom except as it may directly impair performance as an employee during duty hours.
- F. Freedom of Union - The participation or non-participation in religious, political or Union activities of an employee conducted outside duty hours and off school property shall not be grounds for disciplinary action or for discrimination with respect to professional employment, providing said activities are not prejudicial to the employee's effectiveness in job performance.

## **ARTICLE 25 - PERSONNEL FILE**

- A. Each employee shall have the right, upon request, to review the contents of his/her own personnel file exclusive of materials received prior to the date of his/her employment with the Board. The official personnel file shall be maintained at the Personnel Office.
- B. A representative of the Federation, or counsel for the employee, may, at the employee's request, accompany him/her in this review. An employee may request that letters of warning and reprimand (excluding evaluations) be removed from his/her file after two (2) years, provided that no subsequent such entries have been made into that file unless it relates to a substantiated issue involving the abuse or sexual harassment of either a student or fellow employee or an issue involving drug abuse or alcohol abuse that has a direct impact upon the job performance. An employee may request that materials related to abuse or sexual harassment or those involving drug abuse or alcohol related to job performance be removed after five (5) years, provided that no subsequent such entries have been made into that file.

- C. The Board shall provide an employee with one copy of any materials placed in his/her file. Materials placed in an employee's file shall bear the date of such placement. An employee may respond in writing within fifteen (15) days to any material placed in such file and the response shall become part of the file.
- D. No negative materials except for letters of reference, related to a unit member's conduct, service, character or personality shall be placed in the file unless it is signed by the person submitting the information. The unit member shall be given the opportunity to acknowledge that he/she has read the materials by affixing his/her signature on the actual copy to be filed and does not necessarily indicate agreement with its contents. A unit member's refusal to sign will be noted by an administrator and a witness, and the material will be placed in the file so noted. If the item has been sent to the unit member by "Certified Restricted Mail", then the certified mail receipt may be attached to the item in lieu of the unit member's signature on the copy.

## **ARTICLE 26 - EVALUATION OF EMPLOYEES**

- A. Permanent employees shall be evaluated at least one time per year, but not more than three. The period evaluated shall cover the employee's assigned work year.
- B. Probationary employees shall be evaluated during the three months' probation period according to Part E of this section.
- C. The principal and/or immediate supervisor, herein called evaluator, shall assume responsibility for the evaluation given the employee.
- D. Employees shall be fully informed of the evaluation form standards to be used by the principal/immediate supervisor, criteria and procedure for evaluation purposes within the first thirty (30) days of their assignment to a given work location.
- E. Before making a final overall needs improvement or unsatisfactory evaluation of an employee, the evaluator shall provide the employee with written suggestions for improvement. The evaluator's decision shall be documented after consultation with the employee.
- F. No employee shall receive a "Needs Improvement" rating solely because he/she was hospitalized, absent on an authorized leave of absence, absent as a result of documented and verified extenuating circumstances which are beyond the employee's control. If such absence exists, during a probationary period, the Superintendent may extend the probationary period.
- G. If an employee wishes to attach a written response to a formal written evaluation, the employee shall do so within ten (10) duty days after receipt of the written evaluation.
- H. Evaluation shall contain only information and assessments pertaining to the duty day.
- I. Probationary employees are not eligible for leave benefits.



## **ARTICLE 27 - POSITION DESCRIPTION**

Position descriptions will be provided to each employee upon initial employment and/or when changes are implemented.

## **ARTICLE 28 - FRINGE BENEFITS**

- A. The Association agrees to accept the health care changes negotiated by the Garrett County Education Association and the Garrett County Board of Education for FY 2019, FY 2020, and FY 2021. Should any additional changes to health care be negotiated by GCEA during these fiscal years, then the same contract language shall apply for Garrett County Federation of Teachers (Head Custodians/Cafeteria Managers) represented by bargaining unit members.
- B. Unit members may enroll themselves and eligible dependents in their choice of healthcare plans by paying a share of the premium according to the terms and conditions of the Garrett County Employees Health Care Plan. The unit member's share of any premium shall be paid by payroll deduction.
- C. Effective for those retiring July 1, 2006, and thereafter, the Board will pay toward the cost, as defined in the Terms and Conditions of the Garrett County Health Care Plan and the plan provisions for other post-employment benefits.
- D. Individuals must be eligible for retirement under the Maryland State Pension system and Maryland State Retirement System. Individuals must go directly into retirement after employment with the Garrett County Board of Education, have and maintain Board of Education sponsored group health insurance coverage. There cannot be any time break between the last day of employment with the Garrett County Board of Education and the commencement of receiving retirement benefits from the State of Maryland Retirement or Pension system.
- E. The Board shall provide term life insurance in the amount of \$50,000 for each unit member (Double Indemnity included) and \$1,000 for each dependent, including spouse and children.
- F. The Board shall provide vaccination for Hepatitis-B.
- G. A Health and Wellness Committee shall be appointed by the Superintendent to make non-binding written recommendations, no later than January of each calendar year, to him/her. The committee shall include the President of the Association, or a bargaining unit designee, and one (1) additional bargaining unit member. It is understood that said committee shall include appointees by the Superintendent, including, but not limited to, bargaining unit members from each designated exclusive bargaining agent which negotiates with the Board in accordance with 6-408 and/or 6-510 of the Education Article to the Annotated Code of Maryland.
- H. In Accordance with IRS regulations, the Board shall implement a Flexible Spending Account (FSA) benefit for bargaining unit members no later than July 1, 2017. The Board shall deduct an amount, including any associated plan fees, from the bargaining unit member's pay. The total amount per year shall be determined by the bargaining unit member each enrollment period, and said amount shall be divided and deducted on a per pay period basis. The President of the Association, or a bargaining unit designee, and/or the UniServ Director may participate in any meeting involving the review of FSA

plans. However, the Board shall have the sole authority to select the FSA provider and resolve the structure of such plans with said provider.

## ARTICLE 29 - WORKING CONDITIONS

### A. Work Year

1. Head Custodians shall work 40 hours/week, 12 months/ year.
2. Cafeteria Managers work year shall consist of 186 days.

### B. Duty Day

1. The duty day for Head Custodians and Cafeteria Managers shall consist of eight (8) consecutive hours, including a 30-minute duty-free lunch period, except, by mutual agreement between the unit member and their supervisor, the number of hours may be reduced. The Federation will be notified of all requests. Bargaining unit members may leave the building during their scheduled lunch period by notifying the principal or designee and a method designated by the Superintendent or designee.
2. Unit members shall have a ten (10) minute break in the morning and a ten (10) minute break in the afternoon, except for cafeteria manager who shall have a twenty (20) minute break in the morning.
3. Except when school is delayed due to inclement weather, Head Custodians shall be release two and one-half (2.5) hours early on the workdays preceding the Thanksgiving and Christmas holidays. Cafeteria Managers shall be released one and quarter (1.25) hours early on days before Thanksgiving and Christmas along with two (2) other early dismissal days determined by supervisor.
4. Bargaining unit members shall sign in and out by notifying the principal or designee and using a method designated by the Superintendent or designee.
5. The Superintendent and GCEA shall form and advisory Workload Committee to discuss workload-related issues. This committee shall be comprised of seven (7) bargaining unit members appointed by the GCEA President and seven (7) employees (either bargaining unit members or administrative employees) appointed by the Superintendent. Not later than January of each calendar year, the committee shall make non-binding recommendations to the Superintendent for potential action.

### C. Compensation Time and Call-Back

1. All work up to 40 hours per week, inclusive of any holiday that falls in the work week, will be paid at the regular hourly rate. Work in excess of that 40 hours per week shall be compensated in accordance with the Fair Standards Labor Act. Overtime must be authorized in advance. Use of a sick, family illness, personal, or annual day during the work week of a holiday will negate any overtime pay beyond the 40 hours.
2. Any employee called back to work shall receive a minimum of three (3) hours at the rate of time and one-half compensatory time.
3. Compensatory time shall be computed for all service performed in excess of the regularly scheduled hours of duty, computed to the next half hour.
4. Compensatory time shall include time of travel to and from the employee's home on days when the employee is not scheduled to work, or when the employee is called back.
5. Compensatory time may only be granted by the Supervisor of Maintenance and Operations, or his designee, or the Assistant in Food Service, or his designee.

6. Cafeteria Managers will be paid for the actual number of hours they work, or, three (3) hours, whichever is greater for days when schools are closed immediately following a delayed opening announcement.

D. Hazardous Conditions

1. The Board shall provide for health and safety conditions consistent with the requirements of Federal and State statutes.
2. Head Custodians shall be allowed to select work-related clothing, at no cost to the bargaining unit member, from a list provided by management. Such clothing shall not total more than \$200 per fiscal year.
3. Conditions at a workplace, which are claimed by a unit member to endanger his/her health and safety, shall be reported to his immediate supervisor, who shall promptly request an inspection. Upon receipt of recommendations from qualified person or persons, appropriate action shall be taken.
4. An employee, absent from work as a result of assault and battery occurring in the course of his/her employment, may apply for Workers' Compensation. The employee will be paid full salary (less the amount of workers' compensation award made for temporary injury) for the period of such absence without loss of sick leave. The employee must not be guilty of the assault and battery charges.

E. Staffing

1. The average number of lunch and breakfast meals served will be a factor in determining the number of hours for which cafeteria assistants and workers are employed to ensure that the cafeteria is not under staffed.
2. All job related activities of the cafeteria manager such as banking, laundry and shopping are to be done during the duty day.
3. Each cafeteria manager shall be reimbursed for required job related travel at the mileage rate approved by the Board of Education.
4. The head custodian and the principal will contact the Supervisor of Maintenance and Operations when a long-term absence is expected to discuss substitute needs.

F. Reimbursement for Travel (Head Custodians)

If the head custodian is required to travel more than the normal distance to his school in order to perform his work assignment, then said head custodian should receive reimbursement at the mileage rate approved by the Board of Education for the distance to and from the work assignment that is greater than his regular daily mileage.

G. Payroll

All members shall be required to enroll for direct deposit and shall be paid by means of direct deposit.

# ARTICLE 30 – SALARIES

- A. Bargaining unit members who hold a valid work-related trade license/certificate, as recognized by the Superintendent or designee, shall receive an annual stipend of \$200.00 per license. No more than three (3) license shall be recognized for compensation in any given year.

## Garrett County Board of Education Head Custodian & Cafeteria Manager Salary Scales Proposed Fiscal Year 2021

Appendix E.3

### Garrett County Board of Education Head Custodian & Cafeteria Manager Salary Scales Fiscal Year 2021

Step	Head Custodian I	Head Custodian II	Head Custodian III	Head Custodian IV	Head Custodian V	Cafeteria Manager I	Cafeteria Manager II	Cafeteria Manager III
1	41,139	39,376	38,714	38,052	36,559	29,724	28,869	28,000
2	42,147	40,341	39,662	38,984	37,454	30,452	29,577	28,686
3	43,168	41,378	40,690	40,004	38,139	31,056	30,174	29,286
4	44,191	42,394	41,713	41,032	38,820	31,666	30,783	29,902
5	45,215	43,411	42,732	42,054	39,502	32,276	31,390	30,507
6-10	46,692	44,891	44,207	43,523	40,630	33,331	32,447	31,569
11-15	47,609	45,702	45,011	44,322	41,431	34,156	33,272	32,389
16-20	48,538	46,499	45,813	45,128	42,232	34,987	34,088	33,206
21-25	50,740	48,701	48,014	47,325	44,442	36,807	35,924	34,858
26+	52,577	50,535	49,852	49,167	46,278	38,279	37,394	36,508
Duty Year	12 month	12 month	12 month	12 month	12 month	186 days	186 days	186 days
Duty Day	8 hours	8 hours	8 hours	8 hours	8 hours	8 hours	8 hours	8 hours

*Additions to Base:*

- 15 Hours College Credit - \$200
- 30 Hours College Credit - \$400
- 60 Hours College Credit - \$600
- 90 Hours College Credit - \$800
- Bachelor's Degree - \$1,000

# ARTICLE 31 - GENERAL PROVISIONS

## A. School Board Authority

The Federation recognizes that, subject to the provisions of this Agreement and the Public School Laws of Maryland, the Board of Education and the Superintendent of Schools reserve and retain full rights, authority, and discretion in the proper discharge of these duties and responsibilities to control, supervise, and manage the Garrett County Public Schools under existing law, rules, and procedure. Provided that such rights, authority, and discretion shall not be used in an arbitrary or capricious manner.

## B. Negotiations and Ratification

If categories which contain request for funds to support items in this Agreement are reduced, further negotiations shall begin within ten (10) days and continue to a conclusion. The terms and conditions of this Agreement shall take effect July 1, 2018, through June 30, 2021, until superseded by a successor agreement, except as indicated in the following fiscal years: For FY19, FY20, FY21, negotiations may be reopened each year upon written request by a party in accordance with Article 31(C) and, if so, limited to wages, fringe benefits, and two (2) articles which shall be selected by each respective party. Items selected must be mandatory items of negotiation or permissive items that both parties agree to negotiate.

## C. Successor Agreement

Negotiations will begin prior to April 1. Negotiation sessions shall be held as frequently as necessary at a time other than the regular school day for students.

# ARTICLE 32 – DURATION

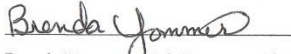
## Head Custodian/Cafeteria Managers Agreement May 27, 2020

### Article 32 DURATION

The undersigned acknowledge that tentative agreement was reached during FY 2021 negotiations between the authorized representatives of the Garrett County Federation of Teachers (Head Custodians/Cafeteria Managers) and the Garrett County Board of Education (hereinafter collectively, "the Parties"). Additionally, the Parties attest that this document represents the entirety of issues which were the subject of bargaining and that each respective membership has successfully ratified the modifications. Further, the Parties understand that the provisions of these negotiations shall be effective July 1, 2020, and remain in full force and effect through June 30, 2021, or until superseded by a new agreement in writing. The aforementioned modifications supplement the 2018-2021 Comprehensive Agreement between the Garrett County Board of Education and the Garrett County Federation of Teachers (Head Custodians/Cafeteria Managers), shall become effective July 1, 2020, and remain in full force and effect until June 30, 2021, or until superseded by a new agreement."

IN WITNESS WHEREOF, the Parties hereto have caused this document to be executed by their duly authorized officers on this 27th day of May, 2020.

FOR GARRETT COUNTY FEDERATION OF FOR GARRETT COUNTY BOARD OF EDUCATION TEACHERS (HEAD CUSTODIANS/ CAFETERIA MANAGERS)



Brenda Yommes, Unit Representative



James Magruder, Unit Representative



Thomas Woods, President



Barbara Baker, Superintendent

GRIEVANCE REPORT FORM

Grievance Report # \_\_\_\_\_  
Grievant \_\_\_\_\_ School \_\_\_\_\_  
Assignment \_\_\_\_\_ Date Filed \_\_\_\_\_

**STEP 1**

A. Date Cause of Grievance Occurred: \_\_\_\_\_  
B. 1. Statement of Grievance: \_\_\_\_\_  
\_\_\_\_\_

2. Relief Sought: \_\_\_\_\_  
\_\_\_\_\_

Signature: \_\_\_\_\_ Date \_\_\_\_\_

C. Disposition by Administrator: \_\_\_\_\_  
\_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

D. Accept Decision: \_\_\_\_\_ Appeal to STEP 2: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**STEP 2**

A. Date Received by Supervisor: \_\_\_\_\_

B. Disposition by Supervisor: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

C. Accept Decision: \_\_\_\_\_ Appeal to STEP 3: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**STEP 3**

A. Date Received by Superintendent: \_\_\_\_\_

B. Disposition by Superintendent: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

C. Accept Decision: \_\_\_\_\_ Appeal to STEP 4: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**STEP 4**

A. Date Received by Board Member: \_\_\_\_\_

B. Decision of Board Member: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_