



COMPREHENSIVE AGREEMENT

BETWEEN THE

**GARRETT COUNTY BOARD OF
EDUCATION**

AND THE

**GARRETT COUNTY FEDERATION OF
TEACHERS
(HEAD CUSTODIANS/CAFETERIA
MANAGERS)**



2015 - 2018

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DEFINITIONS

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 Teachers.
3. Bargaining Unit - All Head Custodians and Cafeteria Managers.
4. Superintendent - The Superintendent of the Garrett County Public Schools or his designee.
5. GCPS - Garrett County Public Schools.
6. 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.
7. The male or female gender shall be read to include the other.
8. Permanent Employee - An employee who has satisfactorily completed a probationary period.
9. Probationary Employee - An employee who has not received permanent status.
10. 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 Teachers, 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. A printed copy of the Agreement or Addendum will be provided to each unit member. The Board will print an addendum to the contract during years when a contract is not professionally printed. A reprinting of the complete contract will occur every three (3) to five (5) years. The cost of printing said shall be shared equally by the Federation and the Board.

- E. 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.

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.

REDUCTIONS IN FORCE

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 until 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, provided the needs of the school system are met.
3. The unit member(s) in the position(s) being eliminated will have the right to replace the unit member(s) with the least 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 to seniority, with the individual with the greatest seniority having first selection.
4. The unit member(s) having no position to accept shall be place 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. The recall privilege shall exist for a two (2) year period. Unit member(s) on layoff will keep the Office of Human Resources informed of current address and status of employment.
 8. When a position becomes available for which a unit member on recall is qualified, the position will be offered by verbal notification with the unit member, and will be documented with a follow-up letter to the appropriate unit member on the basis of seniority. The offer is valid for a period of ten (10) days from the date of the written notification. 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 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 a bargaining unit member may use in a school year shall be five (5), 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 mandated student assessment days. Personal leave on such days shall require administrative approval.
- C. The maximum number of personal leave days an employee may use in a school year shall be five (5), 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, immediately preceding or following a school

holiday, nor during mandated student assessment days. Personal leave on such a day shall require administrative approval.

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

- A. Maternity leave shall be limited to permanent employees.
- B. Employees may use accrued sick leave for any pregnancy connected disability until the leave is expended or until

they return to work, whichever comes first. An employee must submit to her supervisor and the office of personnel, as soon as possible after the termination of the pregnancy, a written certification from the attending physician specifying when the employee will be physically able to return to work.

- C. Employees may continue to work for as long as they are physically able before the date of delivery, provided a written certification from the attending physician stating that continued employment would not be injurious to the health and safety of others is submitted to and approved by her supervisor and the office of personnel. The employee may also return to work as soon as physically able following the termination of pregnancy, but no later than ninety (90) duty days if return to the same position is desired.
- D. All employees returning from maternity leave are required to submit, and have approved by the office of personnel, a doctor's certification of ability to return to work and perform the duties assigned to her.
- E. During the employee's leave her vacancy becomes an "obligated position" which shall be reserved for the employee if her return to duty is within ninety (90) duty days of the termination of pregnancy. If a replacement is required, such replacement will be hired on a temporary appointment. When an employee on leave is ready to return to duty from maternity leave, she shall notify the office of personnel in writing of this fact and indicate the date of return at least fifteen (15) days in advance of the return date. Such notice shall include a medical certification indicating ability to return to duty and date.
- F. If the individual case requires an extension of maternity leave for medical reasons, the employee must request such extensions in writing within fifteen days prior to the

expiration of the period originally granted. Such request shall be accompanied by a medical certificate. An employee returning from such an extension will be offered the first available position for which the employee qualifies up to a period of one year.

- G. During the first year after birth or adoption an employee may request a leave of absence without pay for post-natal care and/or child rearing, not to exceed one (1) year and shall have the opportunity to continue benefit programs as currently provided unit members. After the first twelve (12) weeks of absence for parental leave the employee will assume the Board's share of the cost of such benefit programs. Return to the same position will be guaranteed for ninety (90) days, otherwise, employment will be offered in the first available position, within one year from the ending date of the leave, for which the employee is qualified provided that a written, advance request is made to the Personnel Office stating the expected date of return.

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 assault or personal 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.

ARTICLE 12

COURSE CREDIT

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.

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.

C. Licensing Fees

Bargaining unit members may be reimbursed for work related license fees, as determined by the Superintendent or designee.

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. Employees, at the time of retirement, or their beneficiary in the event of death during active service, shall receive terminal pay for a maximum of one hundred seventy-five (175) days at the rate of \$30.00 per day.
- C. Employees will be notified of the number of sick leave days accumulated and the number of annual leave days accumulated on or before the receipt of their payroll check in October.
- 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.

During this period the employee will continue to receive the insurance benefits of unit members.

ARTICLE 15

VACATIONS

- A. Head Custodians who are employed on a twelve (12) month basis shall receive vacation 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 forty (40) days. Unused annual leave may be converted to sick leave for retirement purposes.
- 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)

Employees who work on any non-workday shall receive an additional day of annual leave.

- B. 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.
- C. In the event that essential bargaining unit members are required to work during a school closure due to an emergency, as declared by the Superintendent, a day of annual leave shall be granted for each day bargaining unit members are required to work.
- D. Should a bargaining unit member work for an outside agency on a non-work day or on any hours beyond the unit members regular duty day hour, 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 the Board creates a new position, or decides to fill a vacancy in an existing vacant position, it shall post notice of its intent for a period of ten (10) duty days.
- B. During the ten (10) duty day period following the posting of such notice, any employee may apply, in writing, for promotion or transfer to such position.

- C. Any employee hired from out of the school system could be placed as high as the fifth step on the Salary Schedule.
- D. 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.
4. General Principals:
 - (a) 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.
 - (b) 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.
 - (c) 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.
 - (d) 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.

- E. 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:

- (a) 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.
- (b) Within ten (10) duty days of the receipt of the grievance, the immediate supervisor shall inform the employee of their decision.
- (c) Should the employee not appeal to the next step within ten (10) duty days the grievance shall be considered settled.

Step 2:

- (a) 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.

- (b) 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.
- (c) Within ten (10) duty days following the hearing, the designated supervisor shall inform the employee and/or their representative of their written decision.
- (d) Should the employee not appeal to the next step within ten (10) duty days the grievance shall be considered settled.

Step 3

- (a) 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.
- (b) Within fifteen (15) duty days of the hearing before the Superintendent, the Superintendent shall inform the employee and/or their representative of his decision.
- (c) Should the employee not appeal to the next step within ten (10) duty days the grievance shall be considered settled.

Step 4

- (a) 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.

- (b) 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

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.

Upon completion of his/her probation, no unit member will be discharged, disciplined or reprimanded for arbitrary or capricious reasons.

ARTICLE 24

EMPLOYEE RIGHTS

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.

- A. 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.
- B. 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.
- C. Cause
No unit member will be discharged, disciplined or reprimanded for arbitrary or capricious reasons.
- D. 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.
- E. 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 - PERMANENT AND PROBATIONARY 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 Board of Education will offer a medical insurance, dental insurance, and vision insurance program through the Garrett County Employees Health Care Plan agreement between the Garrett County Board of Education, the Board of Garrett County Commissioners, and Garrett College. 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 2017, FY 2018, FY 2019. 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. The Board shall pay the full premium cost of an individual POS (Point of Service) group hospitalization and medical insurance plan, an individual dental plan, and an individual vision plan for each unit member. Employees may enroll eligible dependents in the POS program, enroll themselves in the PPO (Preferred Provider Organization) program or enroll themselves and dependents in the PPO program 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, of POS (Individual Coverage) for those retirees under the age of 65 and a Medicare Supplement program for those retirees age 65 years or older. The payment will be based upon total years of full-time equivalent service with the Garrett County Board of Education, Board of Garrett County Commissioners, Garrett College, or a combination thereof. Part-time service will be prorated. The retiree may purchase dependent coverage, dental coverage, or a PPO plan with the additional cost the responsibility of the retiree.

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.

- D. The Board shall provide term life insurance in the amount of \$25,000 for each unit member (Double Indemnity included) and \$1,000 for each dependent, including spouse and children.
- E. The Board shall provide vaccination for Hepatitis-B.

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 185 days.
- B. Duty Day
 - 1. The duty day for Head Custodians and Cafeteria Managers shall consist of eight (8) consecutive hours, including a 45 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, all bargaining unit members shall be release two and one-half (2.5) hours early on the workdays preceding the Thanksgiving and Christmas holidays.
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 work group to examine workload. This group shall be comprised of five (5) bargaining unit members appointed by the GCEA President and five (5) members appointed by the Superintendent. This group shall make non-binding recommendations to the Superintendent for potential action not later than January 2016.

C. Compensation Time and Call-Back

1. All work up to forty (40) hours per week will be paid at the regular hourly rate. Work in excess of forty (40) hours per week shall be compensated in accordance with the Fair Standards Labor Act. Overtime must be authorized in advance.
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. Special clothing and safety equipment, when required by the Board or by statute to be used by employees, shall be provided by the Board as follows:
 - a. For 2015-2016, the Board shall provide for each head custodian a jacket and either a pair of coveralls or a uniform or two sets of uniforms.
 - b. For 2016-2017, the Board shall provide for each head custodian either a pair of coveralls or a uniform.
 - c. For 2017-2018, the Board shall provide for each head custodian either a pair of coveralls or a uniform.
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

1. In the event that schools are closed on a scheduled pay date, employee payroll checks will be available for pick up at the Board of Education Office. All payroll checks not picked up will be delivered to employees at their base schools the next day school is in session.
2. Unit members will be provided the option of direct deposit of payroll checks with enrollment offered at least once per work year. Unit members employed effective July 1, 1997, will be required to enroll for

direct deposit as soon as possible after employment.

ARTICLE 30
SALARIES

**GARRETT COUNTY BOARD OF EDUCATION
2017-2018 CAFETERIA MANAGER SALARY SCALE**

	<u>STEP</u>	<u>TOTAL SALARY</u>
Cafeteria Manager I	1	\$26,822
Southern High	2	\$27,383
Southern Middle	3	\$27,948
	4	\$28,515
	5	\$29,495
	10	\$30,261
	15	\$31,032
	20	\$32,723
	25	\$34,090
 Cafeteria Manager II	 1	 \$26,009
Northern High	2	\$26,564
Northern Middle	3	\$27,128
	4	\$27,692
	5	\$28,674
	10	\$29,440
	15	\$30,198
	20	\$31,903
	25	\$33,268
 Cafeteria Manager III	 1	 \$25,182
Grantsville	2	\$25,739
	3	\$26,310
	4	\$26,872
	5	\$27,859
	10	\$28,620
	15	\$29,379
	20	\$30,913
	25	\$32,445
 Additional for College Credit		
15 Hours College Credit	\$200	
30 Hours College Credit	\$400	
60 Hours College Credit	\$600	
90 Hours College Credit	\$800	
College Degree (4 Yr)	\$1,000	

Longevity increases are included within the scales above.

**GARRETT COUNTY BOARD OF EDUCATION
2017 - 2018 HEAD CUSTODIAN SALARY SCALE**

	<u>STEP</u>	<u>TOTAL SALARY</u>		<u>STEP</u>	<u>TOTAL SALARY</u>
Head Custodian I (12 months)	1	\$37,885	Head Custodian II (12 months)	1	\$36,199
	2	\$38,838		2	\$37,168
	3	\$39,793		3	\$38,115
Southern High	4	\$40,748	Northern High	4	\$39,064
	5	\$42,128		5	\$40,447
	10	\$42,983		10	\$41,204
	15	\$43,852		15	\$41,947
	20	\$45,907		20	\$44,004
	25	\$47,621		25	\$45,716
Head Custodian III (12 months)	1	\$35,566	Head Custodian IV (12 months)	1	\$34,933
	2	\$36,525		2	\$35,884
	3	\$37,480		3	\$36,845
Northern Middle	4	\$38,430	Broad Ford	4	\$37,798
Southern Middle	5	\$39,808	Grantsville	5	\$39,170
	10	\$40,559		10	\$39,915
	15	\$41,307		15	\$40,667
	20	\$43,362		20	\$42,719
	25	\$45,078		25	\$44,439
Head Custodian V (12 months)	1	\$33,503			
Accident	2	\$34,142			
Crellin	3	\$34,778			
Friendsville	4	\$35,416			
Grantsville	5	\$36,468			
Hickory Environmental Center	10	\$37,217			
Route 40	15	\$37,964			
Yough Glades	20	\$40,027			
	25	\$41,741			

Additional for College Credits:	
15 Hours College Credit	\$200
30 Hours College Credit	\$400
60 Hours College Credit	\$600
90 Hours College Credit	\$800
College Degree (4 yr)	\$1,000

Longevity increases are included within the scales above.

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, 2015, through June 30, 2018, until superseded by a successor agreement, except as indicated in the following fiscal years:

For FY16, FY17, and FY18, 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

This agreement has been reached by the undersigned and is submitted to the Federation and the Board for ratification.

FOR THE FEDERATION

FOR THE BOARD

Signed this _____ day of _____, 2012.

The parties agree that the provisions of this contract will become effective July 1, 2015, and remain in effect through June 30, 2018, except as indicated in the following. For fiscal year FY 16,17,18 negotiations will be reopened and limited to wages, health benefits and two (2) non-monetary articles, each year, included in the agreement and selected by respective party. Items selected must be mandatory items of negotiation or permissive items that both parties agree to negotiate.

GARRETT COUNTY FEDERATION
OF TEACHERS, LOCAL 2385

BOARD OF EDUCATION
GARRETT COUNTY

Brenda Yommer
Unit Representative

Charlotte Sebold
President

James Magruder
Unit Representative

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: _____