

CONFIDENTIAL

HEAD CUSTODIAN AND CAFETERIA MANAGERS NEGOTIATIONS Board Package #1

NOTE: The following Board proposals are presented strictly as a package and cannot be separated by the Head Custodian/Cafeteria Managers Negotiation Team for the purpose of consideration or acceptance. Therefore, Board Package #1 must be either accepted or rejected in its entirety. Any current language which is not specifically addressed within the proposals below is intended to remain in full force and effect, unless negotiated otherwise. Board counter proposals are in bold, underlined italics.

ISSUES	BOARD PROPOSALS
Article 6 Family Illness	<p>B. An extended leave without pay due to the serious health condition of a member of the immediate family may be granted for a period of up to twelve (12) weeks. The request for such leave must be supported by certification issued by the health care provider of the family member. All insurance benefits will continue through this period of leave.</p> <p>The Board will <u>shall</u> pay its share of the premiums for up to a total of twelve (12) weeks per year during <u>an</u> approved, qualifying leave in accordance with <u>the Family Medical Leave Act, FMLA</u> of 1993 for teachers with at least one year of experience with the Garrett County Board of Education.</p>
Article 8 Personal Leave	<p>A. Employees employed on a regularly scheduled basis shall be entitled to personal leave of three (3) days per work year without loss of pay. Days used for personal leave will be deducted from sick leave.</p> <p>B. Personal leave shall be for the transaction of personal business that cannot be accomplished other than during the duty day.</p> <p>C. Provided these days are not used by the employee, up to two (2) of the days may be accumulated as personal leave days. The maximum number of personal leave days a unit member may use in one year shall be five (5) providing they have accumulated two (2) personal leave days from the prior year. The use of more than three (3) consecutive personal leave days must have prior approval from the appropriate administrator</p> <p><u>A. Each bargaining unit member shall be entitled to three (3) 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.</u></p>

	<p><u>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.</u></p> <p><u>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.</u></p>
Article 9 Jury Duty Civil Leave	<p>A <u>bargaining</u> unit member subpoenaed to appear in court <u>for a work-related matter</u> 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 <u>bargaining</u> unit member's presence must be submitted to the <u>principal administration</u>. When a <u>bargaining</u> unit member is scheduled to be absent and such appearance in court is negated or the <u>bargaining</u> unit member is excused in such time to return to his/her work site for the remainder of his/her duty day <u>workday</u>, the <u>bargaining</u> unit member is required to do so.</p>
<u>Article 11</u> <u>Leave for Accidental</u> <u>Injury</u>	<p>A. When an employee sustains an accidental injury arising out of and during the course of his employment with the school system, and such injury is compensable under the Workers' Compensation Law of the State of Maryland, the employee shall be paid Workers' Compensation.</p> <p>B. The employee shall receive 100% of his/her salary less the amount paid for Workers' Compensation for up to sixty (60) duty days from the date of the injury.</p> <p><u>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.</u></p> <p><u>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.</u></p>
Article 12 Course Credit	<p><u>In order to be entitled to reimbursement, the bargaining unit member must meet the following conditions:</u></p> <p><u>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.</u></p> <p><u>2. Credits must be earned at an accredited institution.</u></p> <p><u>3. A grade of "B" or better must be earned in the course or a passing grade in a pass/fail course.</u></p>

	<p><u>4. Credits earned must contribute toward the securing a Bachelor's Degree and/or obtaining of a Maryland teaching certificate.</u></p> <p><u>5. Any courses not covered in Item 4 must have prior approval, in writing, from the Office of Human Resources and Employee Relations.</u></p> <p><u>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.</u></p> <p><u>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.</u></p> <p><u>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.</u></p> <p>C. License Fees <u>Bargaining unit members may be reimbursed for work-related license fees, as determined by the Superintendent or designee.</u></p>
Article 13 Federation Leave	<p>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 <u>attempt to give</u> notify the personnel office <u>Office of Human Resources and Employee Relations</u> at least three (3) days in advance of use of this leave and shall attempt to give 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.</p>
Article 14 Sick Leave	<p>B. Employees, at the time of retirement, or their beneficiary in the event of death during active services, shall receive terminal pay for a maximum of one hundred sixty (160) <u>one hundred seventy-five (175)</u> days at the rate of \$20.00 <u>\$30.00</u> per day.</p> <p>E. When all sick leave, annual leave, personal leave and compensatory time are exhausted an employee may request an extended leave without pay for up to twelve (12) weeks due to a serious health condition that makes the employee unable to perform the functions of the employee's job provided such condition is certified by the employee's health care provider.</p> <p><u>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.</u></p>

<p>Article 17 Non-Work Days</p>	<p>A. The Board will recognize the following days as non-work days for twelve-month employees:</p> <p>Independence Day Labor Day <u>Autumn Glory (if schools are closed)</u> Thanksgiving Day Day after Thanksgiving Christmas Eve Christmas Day <u>New Year's Eve Day</u> New Year's Day Martin Luther King, Jr. Day <u>(if schools are closed)</u> President's Day <u>(if schools are closed)</u> Good Friday Easter Monday <u>(if schools are closed)</u> Memorial Day Primary and General Election Days if County Schools are closed <u>(if schools are closed)</u></p> <p><u>Employees who work on any non-workday shall receive an additional day of annual leave.</u></p> <p>B. Whenever any of the non-work days listed above fall on a weekend, a mutually <u>upon</u> agreed date will be selected for the non-work day.</p> <p><u>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.</u></p>
<p>Article 24 Employee Rights</p>	<p>B. Non-discrimination</p> <p>The Board of Education of Garrett County does shall not discriminate against any employee on the basis of sex, race, age, color, religious belief, national origin, or handicapping condition <u>in accordance with state and federal laws and Board policy.</u></p>
<p>Article 26 Salaries</p>	<p>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 picket up will be delivered to employees at their base schools the next day school is in session. <u>A twenty-six (26) check pay schedule shall be used to distribute pay every two (2) weeks, except in those years when the financial calendar requires a different pay schedule. The Board shall provide bargaining unit members with timely notification of the pay schedule via a payroll calendar.</u></p> <p>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. <u>All</u></p>

	<u>unit members shall be required to enroll for direct deposit and shall be paid by means of direct deposit.</u>
<u>Article 29 Working Conditions</u>	<p><u>B. Duty Day</u></p> <p>1. The duty day for Head Custodians and Cafeteria Managers shall consist of eight (8) consecutive hours, including a thirty (30) minute duty-free lunch period, except by mutual agreement between the unit members and their supervisor, the number of hours may be reduced. The Federation will be notified of all requests. Head Custodians may leave the building during their lunch break if approved by the principal. <u>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.</u></p> <p>3. Unit bargaining unit members shall have a ten (10) minute relief period <u>break</u> in the morning and a ten (10) minute relief period <u>break</u> in the afternoon, <u>except for cafeteria managers who shall have a twenty (20) minute break in the morning.</u></p> <p>4. All unit members shall be released two and one-half hours early on the duty day preceding the Thanksgiving and Christmas holidays except cafeteria workers which shall be released one hour and fifteen minutes early on these two duty days and one hour and fifteen minutes early on each of the two 12:00 dismissal days within the school calendar. <u>Except when school is delayed due to inclement weather, all bargaining unit members shall be released two and one-half (2.5) hours early on the workdays preceding the Thanksgiving and Christmas holidays.</u></p> <p><u>5. Bargaining unit members shall sign in and out by notifying the principal or designee and using a method designated by the Superintendent or designee.</u></p> <p><u>6. The Superintendent and GCEA shall form an 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.</u></p>
Article 29 Working Conditions	<p><u>C. Compensation Time and Call-Back</u></p> <p>1. Compensatory time, at the rate of time and one-half, shall be earned for all work performed in excess of the established basic work day when required.</p> <p>2. Compensatory time, at the rate of time and one-half, shall be earned for all work performed on a holiday.</p> <p>3. Employees, who are required to work during their vacation, shall earn at their regular rate of pay plus their vacation pay.</p> <p>4. Compensatory time, at the rate of time and one-half, shall be earned for all hours worked on the sixth day of any work week.</p> <p>5. Compensatory time, at the rate of double time, shall be earned for all hours worked on the seventh day of any work week.</p> <p>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 <u>shall be compensated in accordance with the Fair Standards Labor Act.</u> Overtime must be authorized in advance.</p> <p><i>Note: Numbers 6-10 shall be renumbered as #2-6.</i></p>

Article 29 Working Conditions	<p>D. Hazardous Conditions</p> <p>1. The Board shall provide for health and safety conditions consistent with the requirements of Federal and State statutes.</p> <p>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:</p> <ul style="list-style-type: none"> a. For 2012-2013 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 2013-2014 2016-2017, the Board shall provide for each head custodian either a pair of coveralls or a uniform. c. For 2014-2015 2017-2018, the Board shall provide for each head custodian either a pair of coveralls or a uniform.
Article 29 Working Conditions	<p>E. Staffing</p> <p>4. The cafeteria manager will contact the Assistant in Food Service to procure a substitute when the Manager is absent. If the Assistant in Food Service is unavailable the Superintendent will be called to seek authorization to procure a substitute.</p>
Article 30 Salaries	<u>1.5% applied to base salaries effective July 1, 2015.</u>
Article 31 General Provisions	<p>B. Negotiations and Ratification</p> <p>B. 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. <u>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:</u></p> <p>The provisions of this agreement shall become effective July 1, 2012, and shall remain in full force and effect until June 30, 2015. For fiscal year FY 13, 14, 15, negotiations will be reopened and limited to wages and health benefits and two (2) non-monetary articles, each year, selected by each respective party included in the agreement. Items selected must be mandatory items of negotiation or permissive items that both parties agree to negotiate.</p> <p><u>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.</u></p>
Article 31 General Provisions	<p>C. Successor Agreement</p> <p>Negotiations will begin prior to April 1. Negotiations shall be held as frequently as necessary at a time other than the regular day for students.</p> <p><u>Negotiation sessions shall not begin later than December 1 of any given year in which bargaining is an option.</u></p>

<p>Article 32 Duration</p>	<p>This Agreement has been reached by the undersigned and is submitted to the Association and the Board for ratification. FOR THE ASSOCIATION _____ FOR THE BOARD _____</p> <p>Signed this _____ day of _____, 2012</p> <p>The parties agree that the provisions of this contract will...that both parties agree to negotiate.</p> <p><u>The undersigned acknowledge that tentative agreement was reached during FY 2016 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, 2015, and remain in full force and effect through June 30, 2018, or until superseded by a new agreement in writing. The aforementioned modifications supplement the 2012-2015 Comprehensive Agreement between the Garrett County Board of Education and the Garrett County Federation of Teachers (Head Custodians/Cafeteria Managers), effectuated May 14, 2012; FY 2014 contract modifications effectuated May 14, 2013; and FY 2015 contract modifications effectuated May 13, 2014. It is understood and accepted by the Parties that the totality of these modifications shall become the 2015-2018 Comprehensive Agreement between the Garrett County Board of Education and the Garrett County Federation of Teachers (Head Custodians/Cafeteria Managers).</u></p> <p>IN WITNESS WHEREOF, the Parties hereto have caused this document to be executed by their duly authorized officers on this 10th day of June 2015.</p> <p>FOR GARRETT COUNTY Federation of Teachers (Head Custodians/Cafeteria Managers)</p> <p>FOR GARRETT COUNTY BOARD OF EDUCATION</p> <p>_____ Brenda Yommer, Unit Representative</p> <p>_____ Matthew A. Paugh, President</p> <p>_____ James Magruder, Unit Representative</p> <p>_____ Janet S. Wilson, Ph.D., Superintendent</p>
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NEW Article 33
Sabbatical Leave
(To be renumbered)

Upon written request, the Superintendent of Schools may recommend to the Board that such leave be granted to not fewer than one (1) bargaining unit member during a given school year for full-time study, including study in another area of specialization, or for travel, research or other educational endeavors that will be of value to the school system, subject to the following conditions:

A. If there be are sufficient qualified applicants, sabbatical leave shall be granted to not fewer than one (1) bargaining unit member during a given school year.

2. Requests for sabbatical leave must be received by the Superintendent in writing, in such form as may be required, no later than March 1 of the school year preceding the year for which the sabbatical leave is requested. An applicant who intends to pursue a program other than formal study must present a comprehensive proposal of the proposed program.

3. The bargaining unit member has completed at least five (5) full years of service in the Garrett County School System.

4. A bargaining unit member on sabbatical leave [either for one-half (1/2) of a school year or for a full school year] shall be paid by the Board at one-half (1/2) the salary rate which the bargaining unit member would have received if the bargaining unit member had remained on active duty, provided that such bargaining unit member agrees to return to employment in the Garrett County School System for a period of two five (5) years.

5. Upon return from sabbatical leave, a teacher bargaining unit member shall be placed on the salary schedule at the level which the teacher bargaining unit member would have achieved had the bargaining unit member remained actively employed in the system during the period of absence. The teacher bargaining unit member shall be restored to the same position, if requested in writing, by April 1 or thirty (30) days prior to the date of return is less than one (1) year. All other conditions of employment provided to active teacher bargaining unit member shall also be restored.

6. Group hospitalization and medical insurance, including disability income protection and group term life insurance, will shall continue while on sabbatical leave.

7. An agreement will shall be signed by the participating partners. Individuals Successful applicants must indicate within thirty (30) days of being awarded the sabbatical that they plan to accept and agree to the terms of the sabbatical. If an individual should decline the sabbatical before August 1, the sabbatical will shall be offered to another qualified applicant with the priority given on the basis of the number of years with the Garrett County School System. If the teacher receiving sabbatical leave does not return to employment within the Garrett County School System for two (2) years, the agreement will require the teacher to pay to the Garrett County Board of Education a prorated share of the sabbatical leave money on the basis of years of service following return from such leave. Such payments shall be made within a year if the teacher does not fulfill the agreement. Should the bargaining unit member receiving sabbatical leave voluntarily separate his/her employment or has his/her employment separated for cause within five (5) years after returning from leave, 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 sabbatical leave amount paid on his/her behalf. Such payment shall be made within one (1) year of his/her separation from employment.

<p><u>NEW Article 34</u> <u>Flex Time</u> <u>(To be renumbered)</u></p>	<p><u>To the extent possible, an employee may flex up to two (2) hours within a work week for the transaction of personal business which cannot be attended to during any other time. Flex time shall not reduce the total number of hours of a regularly scheduled work week or be used to create overtime.</u></p> <p><u>Should an employee wish to flex his/her time, as described above, he/she must submit a written request to the Superintendent or designee within one (1) week of the desired leave. Said request must have administrative approval prior to being taken.</u></p> <p><u>It is understood that flex time is intended to be an exception within a regularly scheduled work week and shall not be misconstrued to permanently adjust an employee's work schedule. A flex time request cannot negatively affect the workload or productivity of co-workers either by shifting burdens or creating delays and additional steps in the work flow.</u></p> <p><u>Additionally, flex time is not appropriate for all positions, or in all settings, or for all employees. Employees who have administratively-identified concerns with punctuality, attendance, and/or other performance concerns, or who require close supervision, shall not be eligible for flex time.</u></p>
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Tentatively agreed to on May 11, 2015

Brenda Yommer
 (Head Custodians/Cafeteria Managers)


Tim Thornburg,
 Chief Negotiator for the Board of Education

The undersigned acknowledge that tentative agreement was reached during FY 2016 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, 2015, and remain in full force and effect through June 30, 2018, or until superseded by a new agreement in writing. The aforementioned modifications supplement the *2012-2015 Comprehensive Agreement between the Garrett County Board of Education and the Garrett County Federation of Teachers (Head Custodians/Cafeteria Managers)* effectuated May 14, 2012; FY 2014 contract modifications effectuated May 14, 2013; and FY 2015 contract modifications effectuated May 13, 2014. It is understood and accepted by the Parties that the totality of these modifications shall become the *2015-2018 Comprehensive Agreement between the Garrett County Board of Education and the Garrett County Federation of Teachers (Head Custodians/Cafeteria Managers)*.

IN WITNESS WHEREOF, the Parties hereto have caused this document to be executed by their duly authorized officers on this 10th day of June 2015.

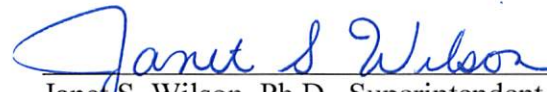
FOR GARRETT COUNTY FEDERATION OF TEACHERS
(HEAD CUSTODIANS/CAFETERIA MANAGERS)


Brenda Yommer, Unit Representative


James Magruder, Unit Representative

FOR GARRETT COUNTY BOARD OF EDUCATION


Matthew A. Paugh, President


Janet S. Wilson, Ph.D., Superintendent