

**GCEA (HEAD CUSTODIANS/CAFETERIA MANAGERS) NEGOTIATIONS**  
**Board Package #1**

*NOTE: The following Board proposals are presented strictly as a package and cannot be separated by the GCFT (Head Custodians/Cafeteria Managers) 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 expressly addressed within the proposals below is intended to remain unchanged and in full force and effect, unless negotiated otherwise.*

ARTICLE	BOARD PROPOSAL
Article 4  Federation Rights	<b><u>H. Subcontracting</u></b> <b><u>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.</u></b>
Article 11  Leave for Accidental Injury	<b><u>B.</u></b> A bargaining unit member, absent from work as a result of <del>assault or personal</del> <b><u>an</u></b> injury occurring in the course of his/her employment, may apply for Workers' Compensation. In accordance with State Law pertaining to Workers' Compensation, the bargaining unit member shall be paid for the period of such absence without loss of sick leave.  <b><u>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.</u></b>
Article 17  Non-Work Days	<b><u>C.</u></b> <b><u>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.</u></b>  In the event that essential bargaining unit members are required to work during a school closure due to an emergency <b><u>for the purpose of addressing emergency situations</u></b> , as declared by the Superintendent, <b><u>Head Custodians shall receive one (1) a additional</u></b> day of annual leave <b><u>and, Cafeteria Managers shall receive one (1) additional day of personal leave</u></b> shall be granted for each day bargaining unit members are required to work.

ARTICLE	BOARD PROPOSAL
Article 17 Non-Work Days	<p><b><u>D.</u></b>  <u>Should a bargaining unit member work for an outside agency on a non-workday, he/she shall 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.</u></p>
Article 28 Fringe Benefits	<p><b><u>F. Health and Wellness Committee</u></b>  <u>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.</u></p> <p><u>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.</u></p>
Article 28 Fringe Benefits	<p><b><u>G. Flexible Spending Accounts</u></b></p> <ol style="list-style-type: none"> <li><u>1. 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.</u></li> <li><u>2. 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.</u></li> <li><u>3. 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.</u></li> </ol>

ARTICLE	BOARD PROPOSAL
Article 28 Fringe Benefits	<p><u>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 Custodian/Cafeteria Managers) represented bargaining unit members.</u></p>
Article 29 Working Conditions	<p><b>B(6) Workload Committee</b>          The Superintendent and GCEA shall form an advisory <u>Workload Committee</u> to discuss workload-related issues. This <u>committee</u> shall be comprised of <u>seven (7) bargaining unit members</u> appointed by the GCEA President and <u>seven (7) members employees (either bargaining unit members or administrative employees)</u> appointed by the Superintendent. <u>Not later than January of each calendar year, the committee</u> shall make non-binding <u>written</u> recommendations to the Superintendent for potential action.</p>
Article 29 Working Conditions	<p><b>B(7) Professional Development Committee</b>  <u>The Superintendent shall form an advisory Professional Development Committee to examine professional development opportunities for bargaining unit members. Such a committee shall be comprised of two (2) bargaining unit members 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.</u></p>
ARTICLE	BOARD PROPOSAL
Article 29 Working Conditions	<p>D. Hazardous Conditions</p> <ol style="list-style-type: none"> <li>1. The Board shall provide for health and safety conditions consistent with the requirements of Federal and State statutes.</li> <li>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:               <ol style="list-style-type: none"> <li>a. For 2012-2013 <del>2015-2016</del>, the Board shall provide for each head custodian a jacket and either a pair of coveralls or a uniform or two sets of uniforms.</li> <li>b. For 2013-2014 <del>2016-2017</del>, the Board shall provide for each head custodian either a pair of coveralls or a uniform.</li> <li>c. For 2014-2015 <del>2017-2018</del>, the Board shall provide for each head custodian either a pair of coveralls or a uniform.</li> </ol> </li> </ol> <p><u>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.</u></p>



Article 30 Salaries	<b>FY17</b> <b><u>(A) \$500 one-time stipend, and</u></b> <b><u>(B) 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.</u></b>	<b>FY18</b> <b><u>Apply 1.25% increase to base salary scales.</u></b>	<b>Y19</b> <b><u>Apply 2% increase to base salary scales.</u></b>
Article 32 Duration	<b><u>TBD—minimum three (3) years with limited reopeners. Such reopeners shall be commensurate with the duration language negotiated with the Garrett County Board of Education and the Garrett County Education Association.</u></b>		

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, 2016, 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 *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 21<sup>st</sup> day of June 2016.


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

  
Brenda Yommer, Unit Representative

  
James Magruder, Unit Representative

FOR GARRETT COUNTY BOARD OF EDUCATION

  
Charlotte A. Sebold, President

  
Janet S. Wilson, Ph.D., Superintendent