

**COMPREHENSIVE AGREEMENT**

**BETWEEN THE**

**BOARD OF EDUCATION OF GARRETT COUNTY**

**AND THE**

**GARRETT COUNTY EDUCATION ASSOCIATION  
SUPPORT PERSONNEL**

**2006 - 2009**



**DIRECTORY**  
**GARRETT COUNTY EDUCATION ASSOCIATION**  
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Vice-President	Ann Ellis	301-746-8668
Secretary	Rosalind Wiseman	301-746-8165
Treasurer	Patrick Damon	301-334-3452
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**BOARD OF EDUCATION OF GARRETT COUNTY**

**40 South Second Street**

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Superintendent ..... Dr. Wendell D. Teets ..... 301-533-4497  
Asst. Superintendent ..... Dr. Brenda McCartney ..... 301-334-8406  
Executive Director  
of Administration ..... Ervin Fink..... 304-329-2713

**BOARD OF EDUCATION OF GARRETT COUNTY**

**Main Number 301-334-8900**

**Bloomington Area 301-359-9209**

**Grantsville Area 301-895-3163**

**FAX Number 301-334-7621**

8933	Bell, Lynn	7644	Morris, Jim
7651	Browning, Dave	8931	Mullinix, Pat
7654	Bryner, Vonda	8918	Nesselrodt, Cheryl
8913	Career Tech. Ed	8936	Nice, Dot
8901	Carlson, Kay	7646	Paugh, Judy
8919	Damon, Sue	8939	Pupil Services
8912	Dolan, Rick	7648	Ray, Karen
8930	Edwards, Bonnie	8908	Refosco, Art
8915	Elliott, Toi	8910	Rodeheaver, Sandy
8920	Ewing, Bill	7653	Savage, Carol
8903	Fink, Ervin	8929	Schroyer, Robin
8917	Germain, Scott	8905	Shaffer, Barbara
8926	Gnegy, Cheryl	7644	Staff Development
7656	Graybill, Joanne	7652	Storey, Robin
8904	Harr, Linda	8921	Swauger, Harold
8900	Heidrich, Merilee	8924	Teats, Geri
7620	Hinebaugh, Josh	8902	Teets, Wendell
7659	Job Hotline	8906	Thomas, Jim
7657	John, Linda	7647	Thorne, Barbara
7658	Jones, Jeri	8923	Tichnell, Lori
8911	Kimble, Dale	8909	Trautwein, Chuck
7655	Kotulak, Jennifer	8922	Travis, Judy
8938	Lauver, Phil	7650	Upole, Judy
8934	Lear, Kurt	7645	Waggoner, Sue
8939	Lewis, Liz	2863	Warehouse
7650	Maintenance/Operations	8907	White, Dora
8925	Maroney, Linda	8913	Wiles, Glenna
8937	McCartney, Brenda	8928	Wildesen, Jane

## SCHOOL PHONE NUMBERS

Accident Elementary .....	301-746-8863 & 301-895-5040
Bloomington School .....	301-359-0331
Broad Ford Elementary .....	301-334-9445
Crellin Elementary.....	301-334-4704
Cafeteria .....	301-334-3601
Dennett Road Elementary.....	301-334-3452
ARD/Special Education .....	301-334-5912
Cafeteria .....	301-334-2581
Early Childhood Center.....	301-334-1183
Friendsville Elementary.....	301-746-5100
Cafeteria .....	301-746-5953
Garrett Community College .....	301-387-3000
Grantsville Elementary .....	301-746-8662 & 301-895-5173
Hickory Environmental	
Educational Center .....	301-746-8461
Planetarium .....	301-746-7038
Kitzmilller Elementary .....	301-453-3101
Northern High.....	301-746-8668 & 301-895-5434
Cafeteria .....	301-746-8166
Guidance .....	301-746-8669
Gym.....	301-746-8328
Northern Middle .....	301-746-8165 & 301-895-5075
ARD .....	301-746-8551 & 301-895-5599
Cafeteria .....	301-746-8140
Water Treatment Plant .....	301-746-8021
Route 40 Elementary .....	301-689-6132
Southern High.....	301-334-9447
Cafeteria .....	301-334-9449
Career Employability .....	301-334-1310
Food Service.....	301-334-9470
Guidance .....	301-334-1660
Vo-Ag.....	301-334-1580
Southern Middle .....	301-334-8881
Guidance .....	301-334-8882
Swan Meadow School .....	301-334-2059
Warehouse .....	301-334-2863
Yough Glades Elementary.....	301-334-3334
Cafeteria .....	301-334-3612

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**ARTICLE 1**  
**DEFINITION**

**1.1 EFFECTIVE DATE:**

This agreement is made and entered into by and between the Board of Education of Garrett County, Maryland, and the Garrett County Education Association Support Personnel. Provisions of this agreement, unless otherwise specified, shall become effective July 1, 2003, and shall continue in full force and effect until June 30, 2006, except as provided in Article 14.4.B.

**1.2 THE BOARD:**

The Board of Education of Garrett County is hereinafter referred to as the "Board", and the Garrett County Education Association Support Personnel is hereinafter referred to as the "Association".

**1.3 UNIT MEMBERS:**

The term "unit members", when used in this agreement, shall hereinafter refer to all non-certificated employees in Unit 3 of the Board of Education other than supervisory employees in accordance with Education Article, Annotated Code of Maryland, Section 6-501 et./seq. The unit shall comprise all non-certified employees of the Board of Education of Garrett County with the exceptions of the following:

- A. All Supervisory Personnel
- B. Part-Time Employees (defined as any employee who works less than thirty (30) hours per week).
- C. Confidential Employees (Secretary to the Superintendent, to the Chief Negotiator, to the Finance Office and to the Assistant Superintendent).

## **ARTICLE 2 RECOGNITION**

### **2.1 RECOGNITION:**

The Board recognizes the Association as the sole and exclusive representative of unit members, as defined in Article 1.3 of this Agreement, pursuant to Section 6-501 et.seq. of the Education Article.

## **ARTICLE 3 ASSOCIATION RIGHTS**

### **3.1 DUES CHECK-OFF:**

A copy of a payroll deduction statement will be submitted to the Finance Office of the Board by the Association. It is understood and agreed that this signed statement will constitute a continuing membership and authorization for dues deduction. Unit members who wish to withdraw their authorization for payroll deduction of membership dues must submit said withdraw notice on forms provided by the Association to the Association between August 20 and September 5 of the school year they wish to withdraw the authorization.

The Board will forward to the Association within five (5) days all dues so collected. Such dues deductions shall be made in twenty-six (26) equal installments beginning with the salary check issued for the payroll reporting period ending on September 15. The Board will provide the Association with a list of those employees who are currently on dues deduction each month.

### **3.2 BULLETIN BOARDS:**

Bulletin board space shall be provided by the employer in each work site for the purpose of displaying Association notices and information.

### **3.3 ACCESS TO INFORMATION FOR NEGOTIATIONS:**

Upon prior notice, the Board agrees to provide the Association with all available information necessary to prepare for and conduct negotiations. This information shall include, but not be limited to, pay and fringe benefits data available to the Board. A list of all unit members' names, building assignment, position assignments, and dates of hire shall be sent to the Association by the Board each October. The Board shall provide a copy of all policies and procedures and any revision of the policy manual to the Association.

### **3.4 EMPLOYEE LISTS:**

As soon as possible, but no later than October 15 of any school year, the Board shall provide the Association with a list of all unit members which shall include their names, home addresses, job titles and building assignments. During the school year the Board shall provide the Association with a list of all changes including resignations, promotions and new appointments (after the Board has taken action).

### **3.5 ASSOCIATION MEETINGS:**

- A. The Association shall have the right to use school facilities for meetings, without costs, after the regular student's day. Prior notice must be given to the principal/designee.
- B. The Association shall be provided an opportunity to address new employees at an orientation session and take part in the fall county-wide meeting.

### **3.6 ACCESS TO SCHOOLS:**

In order for the Association to properly administer its Agreement, Association officers and their consultant will have access to all school buildings and all unit members, provided that the exercise of this right will not interfere with the educational program and the principal of the school is given notice.

### **3.7 NO DISCRIMINATION:**

The Board and the Association may not discriminate against any

unit member because of his/her membership or lack of membership nor participation or lack of participation in the Association.

**3.8 ASSOCIATION LEAVE:**

- A. The Association president or designee shall be permitted to draw upon a maximum of fifteen (15) full duty days annually for use in Association Business. The unit member will not suffer any loss of pay or annual leave while on Association leave.
- B. The Association shall notify the Personnel Office 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 unit member and if a substitute, as determined by the Board, is necessary to replace such unit member during his/her absence, the Association shall reimburse the cost of such unit member's substitute.

**3.9 BOARD MEETINGS:**

The Board agrees to furnish the Association with a copy of the tentative agenda of all public meetings of the Board. A copy of the minutes of the Board meetings will be mailed to the Association when approved. The Association president or alternate designated by the president, may attend such meetings by using association leave upon no less than three (3) days prior notice to his or her immediate supervisor.

The Association will be provided a place on the agenda so long as the Association notifies the Superintendent of its desire to have a place on the upcoming agenda no less than eight(8) duty days in advance. If the eight (8) day notice is not given, the Board will attempt to provide the Association a place on the agenda.

**3.10 EXCLUSIVITY:**

The rights and/or privileges granted to the Association in this article will not be granted to any rival employee organization.

**ARTICLE 4**  
**GRIEVANCE PROCEDURE**

**4.1 DEFINITIONS:**

- A. "Grievance" shall mean a complaint by a unit member or group of unit members that there has been a violation, misinterpretation or misapplication of this agreement.
- B. The purpose of this procedure is to secure, at the lowest level possible, equitable solutions to the allegations which may arise. Both parties shall strive to first informally resolve differences.
- C. Days shall mean duty days.
- D. General Principles:
  - 1. It shall be the policy of the Board to assure every unit member the unobstructed use of this grievance procedure without fear of reprisal or without prejudice in any manner to his/her employment status.
  - 2. Unit members may seek and use the assistance of a designated representative of the employee association in the representation and/or appeal of any grievance. Such assistance shall include, but not be limited to, the direct representation of a unit member at all steps of the grievance procedures.
  - 3. Nothing contained in this grievance procedure shall be construed to deny any unit member his/her constitutional rights or his/her rights under the laws of the State of Maryland.
  - 4. A grievance may be withdrawn at any level, without prejudice. Failure to appeal to the next level within the time prescribed herein shall constitute withdrawal of the grievance. The time limit may be extended by mutual agreement and placed in writing.
  - 5. Failure to render a decision within the time prescribed herein shall be understood to be a decision in favor of the grievant. The time limit may be extended by mutual agreement and placed in writing.
  - 6. Copies of all decisions of grievances shall be provided to the grievant and to the Association up to the local Board level.

7. Forms for filing and processing grievances shall be designed by the Association and approved by the Superintendent or his designee. (See Addendum II)
8. For the purpose of establishing the date for steps in the grievance a mutually acceptable form will be attached to each grievance which will require the signature of acceptance and date of receipt. The counting of days will begin with the following day.

**E. Procedures**

Since it is important the 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 his/her immediate supervisor within thirty (30) 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) days of the receipt of the grievance, the immediate supervisor shall inform the employee of the decision.
3. Should the employee not appeal to the next step within ten (10) days the grievance shall be considered settled.

**Step 2**

4. The aggrieved employee may, within ten (10) days of the receipt of an adverse decision at Step 1 level, 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 his/her name shall be designated in the written appeal or initial complaint.
5. Within ten (10) days of receipt of said appeal the designated supervisor shall conduct a hearing. The

aggrieved employee and his/her representative, if any, shall be given prior notice of the hearing date and place. The employee shall be relieved of his/her responsibilities, if necessary, without the loss of salary, for the purpose of attending the hearing.

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

**Step 3**

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

**Step 4**

11. The aggrieved employee may, within ten (10) days of the receipt of notification of the disposition of his/her grievance under Step 3, request a hearing by the Board.
12. Within ten (10) days of the hearing before the Board, the Board shall inform the employee and/or his/her representative of its decision. The Board's decision shall be final.

**ARTICLE 5**

**WORKING HOURS AND WORKING CONDITIONS**

**5.1 DUTY YEAR:**

- A. The duty year for media, instructional, nursing and cafeteria assistants will not exceed 187 work days. The duty year for Secretary VI will not exceed 197 work days.
- B. The duty year for Custodian IV will not exceed 210 work days.

C. The duty year for other Secretaries, Custodians III, Maintenance I, Pony Driver and Media Technician will not exceed 250 work days.

D. Non-Work days will include:

Independence Day	Presidents Day
Labor Day	Good Friday
Thanksgiving Day	Easter Monday
Day After Thanksgiving	Memorial Day
Christmas Eve	Primary & General
Christmas Day	Election Days if
New Year's Day	County Schools
Martin Luther King Day	are closed

E. The below employee classifications will follow the ensuing work schedule:

School Calendar	Media, Instructional, Nursing & Cafeteria Assistants/Secretary VI
School Calendar plus 4th of July	Secretaries (12 month), Pony Driver, Media Technician, Driver Trainer
Non-Work Schedule	Maintenance, Custodians, Food Service Driver

F. Unit members individually requested, as opposed to unit members who voluntarily participate in an activity open to all unit members or a defined segment of unit members, to work beyond their normal duty year shall be paid their per diem rate for each day worked. If the additional day of employment is for less than a normal 7.6 hour workday, the unit member shall be paid an hourly rate equal to his/her regular per diem pay divided by 7.6 hours.

## 5.2 DUTY DAYS:

- A. The duty day for assistants, school based Secretary VI, and Driver Instructor shall be seven hours and thirty-six minutes (7.6 hours) including a paid half-hour duty free lunch period. They may leave the building during the lunch period by notifying the principal or designee and using the sign out sheet.
- B. The duty day for all 12 month secretarial, maintenance, and custodial employees shall be no longer than eight (8) hours which includes a paid lunch period. School based secretarial and custodial employees shall have a thirty (30) minute duty-free lunch period while central office secretaries, custodians and maintenance employees shall have a forty-five (45) minute duty-free lunch period and all may leave their respective buildings by notifying their principals or supervisors.
- C. All unit members scheduled to work on a non-student day or during non-student hours shall have a forty-five (45) minute duty-free lunch period.
- D. 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 who 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. The duty day for all unit members, except custodians, shall begin not later than 8:00 a.m. on those two days.

### **5.3 HEALTH AND SAFETY:**

It is the responsibility of the Board to provide a safe environment free from hazardous conditions. Employees shall be provided adequate training and equipment enabling them to perform assigned duties without endangering their health or safety. Employees are expected to report any unsafe working conditions to the administration.

### **5.4 PROTECTION OF EMPLOYEES**

- A. The Board assures 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 regardless of race, creed, color, sex or handicap.

- B. Any case of assault upon a unit member that had its inception is a school-centered problem shall be promptly reported to the Superintendent or designated representative. The administration shall promptly investigate the matter and render assistance to the unit member in connection with the handling of the situation.
- C. Any unit member who has suffered loss, damage or destruction of clothing or personal property while on duty in the school, on school premises or during school sponsored activities may refer the loss to the proper legal authorities for appropriate action. School officials shall render all reasonable assistance.
- D. An employee of the Board who is absent due to physical disability that results from an assault while in the scope of Board employment shall be kept on full pay status instead of sick leave during the period of absence.
- E. Whenever an employee is absent from work due to an injury occurring in the course of his or her employment and such injury is compensable under the Worker's Compensation law of the State of Maryland, the employee shall receive 100% of his/her salary less the amount paid for Worker's Compensation for up to 60 duty days from the date of the injury.

#### **5.5 CONSULTING TIME:**

An instructional assistant shall have time scheduled during the duty day for consulting with his/her teacher(s) when possible.

#### **5.6 SATELLITING:**

Effective with the 2006-2007 school term, a Cafeteria Assistant assigned as Person in Charge shall be paid sixty cents (\$.60) per hour over and above the salary a regular cafeteria assistant. In 2007-2008, this rate shall be increased to one dollar (\$1.00) per hour. Effective with the 2006-2007 school term, the employment term of the PIC shall be

changed from 184 days to 185 days. One additional paid day will be added to the annual salary of the PIC beginning with the 2006-2007 school term.

## **ARTICLE 6 EMPLOYEE RIGHTS**

### **6.1 DISCIPLINE AND DISCHARGE:**

Upon completion of her/his probation, no unit member will be discharged, disciplined, or reprimanded for arbitrary or capricious reasons. At any time during the probationary period, an employee may be terminated without said termination being subject to the grievance procedure of this Agreement.

### **6.2 PERSONAL LIFE:**

The Board agrees that nothing shall be deemed to deny or restrict any unit member from full individual rights or personal freedom except as it may directly impair performance as a unit member during duty hours.

### **6.3 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).

B. Seniority:

1. Seniority shall mean a unit member's length of continuous service since her/his last date and time of hire in the Garrett County Public Schools.
2. Upon completion of the probationary period, a unit member shall acquire seniority computed from the date and time of hire.
3. Seniority lists shall be compiled once a year and copies sent to the Association.
4. Seniority shall be maintained, but shall not accrue during periods of layoff or leave without pay.
5. Unit members will lose seniority for the following reasons:
  - a. If a unit member voluntarily resigns.
  - b. If a unit member is discharged and the discharge is

- not reversed through an appeals process.
- c. If a unit member retires.
- d. If a unit member who is on recall fails to return to work within ten (10) days of notification.
- e. Abandonment of position (not reporting off work except in an emergency situation).

#### **6.4 PERSONNEL FILES**

Unit member files shall be maintained in accordance with the following procedures:

- A. 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, with the understanding that such signature merely signifies that he/she has read the material 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.
- B. The unit member shall have the right to answer any material filed and his/her answer shall be attached to the file copy.
- C. A unit member shall be permitted to examine his/her file, with the exception of confidential materials, by appointment at the Personnel Office. A designee of the Superintendent shall be present at all times.
- D. A unit member's file shall be open to inspection by only those persons whose official responsibilities require such inspection.
- E. Adverse material properly placed in a unit member's file and not acted upon within two (2) years may be removed upon request by the unit member 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 job

performance. Materials related to abuse or sexual harassment or drug abuse or those involving drug abuse or alcohol abuse related to job performance may be removed upon request by the unit member if not acted upon within five (5) years. All materials related to the unit member's evaluation process and properly signed by the principal, supervisor, or other administrative or supervisory personnel and the unit member shall be exempt from this provision.

**6.5 BREAKS:**

A unit member shall be entitled to a break of ten (10) minutes each morning and ten (10) minutes each afternoon, to be scheduled by the unit member's immediate supervisor. For media and classroom assistants these breaks should be during the student day.

**ARTICLE 7  
ASSIGNMENTS AND TRANSFERS**

**7.1 INVOLUNTARY TRANSFER:**

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 work site, the least senior qualified unit member in the employee classification at that work site shall be transferred.

**7.2 VOLUNTARY TRANSFER:**

A unit member may request a voluntary transfer to another specific position and such a request shall be considered. Voluntary transfers within the same pay classification will be made on the basis of these factors: the needs of the schools and work locations as determined by the Superintendent, qualifications, work experience, past job performance, intent form requests and seniority. When the Superintendent determines that all factors are substantially equal, preference may be given to the current employee with the most

seniority.

**7.3 ASSIGNMENTS:**

All unit members on duty at the close of the school year will be notified in writing no later than June 30 of their tentative assignment for the forthcoming year.

**7.4 ORDER OF FILLING VACANCIES**

In the event of a reduction of force, assignment of employees to available positions will take place in the following order:

1. Unit members being involuntarily transferred.
2. Unit members being voluntarily transferred.
3. Unit members on recall list.
4. Return from a leave of absence.
5. New hires.

**ARTICLE 8  
VACANCIES**

**8.1 POSTING:**

When a vacancy occurs, a vacancy announcement will be sent to each facility for posting on a designated secure site and the Association for posting. Announcement of vacancies and new positions shall be made through appropriate Board communications. The announcement will indicate the closing date which shall be no sooner than eight (8) days following the posting date. Between the closing of schools and their reopening, vacancy announcements will be sent to the President of record of the Association. All vacancy announcements are posted at the Central Office.

**8.2 PROMOTIONS:**

Consideration may be given unit members in all promotions. Promotion within the unit may be made on the basis of a variety of factors as determined appropriate by the Superintendent to meet the needs of the schools including, but not limited to: qualifications, work experience, past job performance, and seniority.

The Board agrees to interview up to three (3) of the most senior qualified current employees with at least three (3) years of experience

with the Board who apply for promotions when job vacancies occur.

If an employee not currently assigned to the job category of the posted vacancy, and is one of the three most senior applicants for the posted vacancy, and has been interviewed within the past 12 months and found to lack the necessary qualifications for a position in the vacant category, he or she need not be interviewed for future vacancies in that category.

**8.3 PLACEMENT ON SALARY SCALE:**

Promotions within the unit, from one pay grade to the next consecutive pay grade, shall be made in such a manner that the unit member promoted shall move to the lowest step in the new pay grade necessary to give him/her a pay increase.

**8.4 RESIGNATIONS:**

Any unit member wishing to resign his/her employment with the Board of Education shall provide the Board with written notice two (2) weeks prior to the effective date of resignation.

**ARTICLE 9  
SICK LEAVE**

**9.1 ANNUAL ALLOWANCE:**

Ten month unit members will earn twelve (12) days of sick leave per year. Custodian IV unit members will earn thirteen (13) days of sick leave per year. Twelve month unit members will earn fourteen (14) days of sick leave per year. Absences as a result of illness exceeding accumulated sick leave shall be deducted at the rate of 1/300<sup>th</sup> of annual salary for 50 days or 50% of the accumulated leave to the member's credit at the beginning of the duty year whichever is of maximum benefit to the member. A note from a physician is needed in order to qualify for the 1/300<sup>th</sup> reduction for additional absences. Unused sick leave shall accumulate without limit.

If sick leave is exhausted, a unit member that has completed three full years, may borrow up to ten (10) days of sick leave which he/she would be expected to earn the following year, provided such request is made prior to or within the pay period. In the event that the absence occurs on the last day of the reporting period, the request must be within

two (2) duty days. In case of resignation or retirement the borrowed sick leave will be deducted from the unit member's final salary check.

## **9.2 MATERNITY LEAVE:**

- A. Female unit members may use accumulated sick 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 accumulated sick leave during a period of pregnancy or post-natal care should state this in writing to the Personnel Office.
- C. Unit members who use accumulated sick 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. Female unit members who use only accumulated sick leave as a temporary disability during pre and post-natal care shall be guaranteed, upon return, the position held prior to such leave.
- E. Any non-probationary female unit member who does not wish to use accumulated sick leave during pre- and/or post-natal care shall be granted a leave of absence without pay provided that a reasonable notice in writing to the Personnel Office is made in advance.
- F. 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; however, after the first twelve weeks they must assume the Board's share of the cost of these benefits. Provided that a written, advanced request is made to the Personnel Office 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.

**9.3 ANNUAL NOTIFICATION:**

The Board agrees that unit members will be notified as to the number of accumulated sick leave days annually.

**9.4 ILLNESS IN IMMEDIATE FAMILY:**

- A. A unit member may use up to five (5) days of sick leave for illness in the immediate family.
- B. 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. Such member may continue on the Board's insurance program and after the first twelve weeks must assume the Board's share of such costs. 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 duty days and such return is stipulated at the beginning of the leave, the same position shall be offered.

**9.5 SICK LEAVE DONATION PLAN**

Unit members will be permitted to donate up to five (5) days of sick leave per year to other unit members when needed due to serious personal illness documented by a note from a physician. The plan will be administered by a joint committee composed of two members selected by the President of GCEA and two members selected by the Superintendent (See Addendum I)

**ARTICLE 10  
OTHER LEAVES**

**10.1 PERSONAL BUSINESS LEAVE:**

Each 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 unit member, up to two (2) of the days will be accumulated as personal leave days. The maximum number of personal leave days a unit member may use in one school 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.

**10.2 BEREAVEMENT LEAVE:**

A unit member may have four (4) successive duty days without loss of salary to travel to and from and to be present at the funeral of a child, parent (natural, foster, or in-law), brother, sister, husband, wife or of anyone who has lived regularly in their household. A unit member shall have a maximum of two (2) duty days without loss of pay to attend the funeral of a brother-in-law, sister-in-law, son-in-law, daughter-in-law, grandparent, grandchild, aunt, uncle, nephew, niece, or spouse's grandparents. In the event of unusual travel, memorial service or personal problems in connection with the use of bereavement leave, additional leave days or a reconfiguration of consecutive duty days may be granted by the Superintendent.

**10.3 CIVIL LEAVE:**

A unit member shall be granted a leave of absence with pay, less any jury fees, when he/she is required to report for jury duty. The employee must furnish a written statement showing time served and amount paid for jury duty.

**10.4 LEAVES OF ABSENCE WITHOUT PAY:**

- A. 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 and after the first twelve weeks must assume the full cost of such benefit program. 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 Personnel Office 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.

- B. A leave of absence without pay, not to exceed one (1) year, may be granted to a unit member for the purpose of study. Such unit member may participate in the hospitalization program at full cost to the employee, if approved by the insurance carrier. 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.
- C. 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 Personnel Office at least thirty (30) days in advance of the requested leave date.

#### **10.5 SEVERANCE PAY UPON RETIREMENT:**

Upon a unit member's retirement, he/she shall receive twenty (20) dollars for each unused day of sick leave accumulated up to one hundred and fifty (150) days maximum. Should the unit member die while in active service, the designated beneficiary shall receive twenty (20) dollars for each unused day of sick leave accumulated up to one hundred and fifty (150) days maximum.

#### **10.6 FAMILY MEDICAL LEAVE ACT**

The Board will pay its share of the premiums for up to a total of twelve (12) weeks per year during approved, qualifying leave in

accordance with the FMLA of 1993 for unit members with at least one year of experience with the Garrett County Board of Education.

### **10.7 SABBATICAL LEAVE**

Upon request, the Superintendent of Schools, will recommend to the Board that such leave be granted to not fewer than one unit member during a given school year for the purpose of obtaining their certifications, subject to the following conditions:

1. If there be sufficient qualified applicants, sabbatical leave will be granted to not fewer than one unit member during a given school year. Priority shall be given to the applicant on the basis of the number of years employed in Garrett County.
2. Requests for sabbatical leave must be received by the Superintendent in writing, in such form as may be required, not later than March 1 of the school year preceding the year for which the sabbatical leave is requested. Sabbatical Leave must be finalized by August 1. If a member declines a Sabbatical Leave prior to August 1, the sabbatical will be offered to another qualified applicant with the priority being given on the basis of the number of years with the Garrett County School System.
3. The unit member has completed at least five (5) full years of service in the Garrett County School System and *is* enrolled as a full-time student in the final year of a teacher education program or in the final year of a Bachelor's degree program in Speech Pathology, Physical Therapy, or Accounting.
4. A unit member on sabbatical leave (either for one-half (1/2) of a school year or for a full school year) will be paid by the Board at one-half (1/2) the salary rate which the unit member would have received if the unit member had remained on active duty, provided that such unit member agrees to return to employment in the Garrett County School System for a period of two years.
5. Upon the return from a sabbatical leave, a unit member will be placed on the salary schedule at the level which the unit member would have achieved had the unit member remained actively employed in the system during the period of absence. The unit member will be restored to the same position, if requested in writing by June 1 or thirty (30) days prior to the

date of return if less than a year. All other conditions of employment provided to active unit members will also be restored.

6. Group hospitalization and medical insurance, including disability income protection and group term life insurance will continue while on sabbatical leave.
7. An agreement will be signed by the participating partners. If the unit member receiving sabbatical leave does not continue working in Garrett County for two (2) years, the agreement will require the unit member 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 unit member does not fulfill the agreement.

**10.8 ASSOCIATION LEAVE**

Elected delegates, not to exceed the MSTA formula for delegates, shall be granted one day of professional leave to attend the MSTA convention each year. As long as the county staff development day and the MSTA convention are held at the same time, unit members shall be granted professional leave to attend the MSTA convention. If attendance at the county staff development day is necessary for either a licensing or training requirement, professional leave may be denied by the appropriate supervisor. Requests for professional leave should be completed two weeks (14 days) prior to the date of the MSTA convention.

**ARTICLE 11  
VACATIONS**

**11.1 RATE OF EARNING:**

- A. Twelve (12) month unit members earn the following vacation leave annually:

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. A maximum of five (5) years credit will be accepted for previous Board employment for the purpose of placement on the vacation scale for unit members changing job titles effective July 1, 1987.
- D. 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. If school is held on a school calendar day designated parent conference day in the calendar, twelve-month employees that work parent conference evenings shall be granted one additional day of vacation leave.

**ARTICLE 12  
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.
- B. The Board shall pay the full premium cost of an individual MPOS (Maryland 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 MPOS program, enroll themselves in the PPN (Preferred Provider Network) program or enroll themselves and dependents in the PPN 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 MPOS (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 PPN plan with the additional cost the responsibility of the retiree.

Individuals must be eligible for retirement under the Maryland State Pension system or the 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. Prior to the Board of Education entering into an agreement with the Board of Garrett County Commissioners and Garrett College to alter any of the following, the Board will enter into negotiations with GCEA on the issues being considered for modification:
  - 1. Increase of the percentage of the employee's share of the premium for coverage
  - 2. Increase of employee co-pays for doctor's visits
  - 3. Increase of percentage paid by employees for covered services
  - 4. Increase of co-pay for prescription drugs
  - 5. Reduction or elimination of retiree insurance benefits
  
- E. 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.

**ARTICLE 13  
SALARIES**

**13.1 SALARIES:**

- A. Longevity is separate from and paid in addition to the base salary (see amounts listed in Article 13.5 Salary Scales)
- B. The Board shall provide means for unit members to participate through payroll deductions in tax-deferred or tax-sheltered annuity plans, with a minimum of five (5) carriers with a goal to maintain ten (10) carriers, and credit union transactions.
- C. Effective with the first payroll period for the month of January, 1997, the Board will provide unit members the option of direct deposit of payroll checks.
- D. All unit members employed after July 1, 1997, shall be required to enroll for direct deposit and shall be paid by means of direct deposit.
- E. In the event that schools are closed on a schedule pay date, employee payroll checks will be available for pickup 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.

**13.2 EDUCATIONAL CREDITS:**

Unit members will receive additional pay for college credit as listed below. The college degree must be earned from an accredited four-year college/university.

Unit members, with the exception of those assistants that have passed the paraprofessional assessment will receive additional pay for college credit as listed below:

15 hours	\$200
30 hours	\$400
60 hours	\$600
90 hours	\$800
College Degree (4 years)	\$1,000

Assistants who have passed the paraprofessional test will receive additional pay for passing the assessment and for college credit as listed below:

Passing score on the paraprofessional assessment	\$600
90 hours	\$800

College Degree (4 years)

\$1,000

**13.3 REIMBURSEMENT:**

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 or graduate 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 prior approval of the appropriate supervisor.

**13.4 OVERTIME:**

- A. When deemed necessary by the supervisor, a unit member may be asked to work overtime. Overtime is defined as working hours of unit member requested by a supervisor, which are in addition to those of the regular schedule. Unit members asked to work during their off-duty hours shall be paid for a minimum of two (2) hours as long as such time is not an extension of his or her regular work day or extending the beginning or ending time of the shift. 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 will be paid at one and one-half (1-1/2) of the hourly rate. When mutually agreed by the employee and his/her supervisor, the employee may take compensatory time in lieu of overtime. Overtime must be authorized in advance by the following supervisors for the unit members listed below.

SUPERVISOR

UNIT MEMBERS

Superintendent

Finance/Pony Express

Principal or Other Supervisor  
with approval of Assistant  
Superintendent or Superintendent

Secretaries/Clerks

Principal w/approval of Supervisor of Maintenance and Operations	Custodians
Supervisor of Maintenance and Operations	Maintenance
Assistant in Food Service with approval of Superintendent	Food Service

B. In accounting for authorized compensatory time, the appropriate area of the unit member's time sheet must be completed and approved by the appropriate supervisor. Credit for actual compensatory time will be to the nearest half hour. The time sheet, with actual compensatory time, will be submitted to the Financial Secretary.

**ARTICLE 13.5  
SALARY SCALES**

**GARRETT COUNTY PUBLIC SCHOOLS  
Oakland, Maryland  
2006-2007 CUSTODIAL III, IV SALARY SCALE**

CATEGORY	STEP	SALARY
<b>Custodian III</b> (12 months)	1	25,489
	2	25,947
	3	26,413
	4	26,887
	5	27,373
	6	27,869
	7	28,375
	8	28,891
	9	29,414
	10	29,949
<b>Custodian IV</b> (210 days)	1	21,678
	2	22,057
	3	22,445
	4	22,843

5	23,248
6	23,661
7	24,081
8	24,509
9	24,947
10	25,393

**2006-2007 MAINTENANCE SALARY SCALE**

CATEGORY	STEP	SALARY
<b>Maintenance I</b> (12 months)	1	29,824
	2	30,369
	3	30,924
	4	31,490
	5	32,070
	6	32,656
	7	33,257
	8	33,869
	9	34,495
	10	35,134

<b>Maintenance II</b> (12 months)	1	27,507
	2	28,005
	3	28,512
	4	29,031
	5	29,559
	6	30,098
	7	30,649
	8	31,207
	9	31,778
	10	32,364

<b>Maintenance III</b> (12 months)	1	25,489
	2	25,947
	3	26,413
	4	26,887
	5	27,373
	6	27,869

7	28,375
8	28,891
9	29,414
10	29,949

**2006-2007 SECRETARY III, IV, V, VI SALARY SCALE**

CATEGORY	STEP	SALARY
Secretary III (12 months) Northern High, Southern High, Central Office, Data Processing Secretary Food Service, Transportation	1	25,573
	2	26,034
	3	26,504
	4	26,980
	5	27,468
	6	27,962
	7	28,470
	8	28,987
	9	29,515
	10	30,053
Secretary IV (12 months) Southern Middle	1	24,198
	2	24,630
	3	25,068
	4	25,517
	5	25,977
	6	26,445
	7	26,920
	8	27,407
	9	27,900
	10	28,407
Secretary V/Service Learning (12 months) High School Guidance, Broad Ford, Dennett Road, Northern Middle, Southern High	1	23,535
	2	23,955
	3	24,381
	4	24,815
	5	25,258

Southern Middle,	6	25,712
	7	26,173
	8	26,645
	9	27,127
	10	27,615

Secretary VI	1	20,051
	2	20,399
	3	20,753
AC,AD,GV,FV,YG,NX,	4	21,118
NH-Full-Time*	5	21,486
KZ,RF,SM-Half-Time**	6	21,862
	7	22,248
* Instructional Assistant Year Plus 10 Days	8	22,642
**Instructional Assistant Year Plus 5 Days	9	23,041
	10	23,450

**2006-2007 CAFETERIA ASSISTANT SALARY SCALE**

CATEGORY	STEP	SALARY
<b>Cafeteria Assistant</b>	1	16,917
(10 months)	2	17,203
Salary shown is for a 40 hour week	3	17,494
Prorated for 30 or more hours per week	4	17,791
	5	18,095
	6	18,404
	7	18,721
	8	19,042
	9	19,371
	10	19,707

<b>Part-time Cafeteria Worker</b>	1 (year 1-2) per hr.	9.66
Less than 30 hours per week	2 (year 3-4) per hr.	9.90
	3 (year 5) per hr.	10.12

**Cafeteria Assistant**

**Person In Charge**

PIC	1	17,729
(10 months)	2	18,019
Salary shown is for a 40 hour week	3	18,315

Prorated for 30 or more hours per week	4	18,617
	5	18,926
	6	19,240
	7	19,562
	8	19,889
	9	20,223
	10	20,565

**2006-2007 MEDIA ASSISTANT SALARY SCALE**

CATEGORY	STEP	SALARY
Media Assistant (10 months)	1	18,507
	2	18,822
	3	19,147
	4	19,478
	5	19,815
	6	20,159
	7	20,511
	8	20,865
	9	21,232
	10	21,604

**2006-2007 INSTRUCTIONAL/NURSING ASSISTANT**

CATEGORY	STEP	SALARY
Instructional/Nursing (10 month)	1	16,917
	2	17,203
	3	17,494
	4	17,791
	5	18,095
	6	18,404
	7	18,721
	8	19,042
	9	19,371
	10	19,707

**2006-2007 CASE MANAGER/MEDIA TECHNICIAN**

CATEGORY	STEP	SALARY
Case Mgr/Media Tech	1	33,669
	2	34,554
	3	35,438

4	36,320
5	37,205
6	38,089
7	38,975
8	39,857
9	40,740
10	41,627

**2006-2007 PONY/WAREHOUSE DRIVER  
SALARY SCALE**

CATEGORY	STEP	SALARY
Pony Driver	1	26,529
	2	27,003
	3	27,494
	4	27,990
	5	28,500
	6	29,018
	7	29,543
	8	30,082
	9	30,631
	10	31,192

**2006-2007 MONITORING SPECIALIST SALARY**

CATEGORY	STEP	SALARY
Monitoring Specialist	1	26,693
	2	27,182
	3	27,682
	4	28,194
	5	28,713
	6	29,244
	7	29,787
	8	30,338
	9	30,901
	10	31,475

**2006-2007 DRIVER INSTRUCTOR SALARY SCALE**

CATEGORY	STEP	SALARY
Driver Instructor (207 days)	1	23,735
	2	24,117
	3	24,504

4	24,901
5	25,308
6	25,719
7	26,141
8	26,513
9	27,009
10	27,455

**2006-2007 FOOD SERVICE DRIVER SALARY SCALE**

CATEGORY	STEP	SALARY
Food Service Driver (207 days)	1	22,228
	2	22,621
	3	23,027
	4	23,438
	5	23,860
	6	24,288
	7	24,724
<b>Years</b>	<b>Longevity Amount</b>	
10	9488.00	25,625
15	977.00	26,088

Effective July 1, 2006, the compensation set forth in Article 13.5 shall be increased by \$1,521.00 for each Step 1-10 and the longevity shall be changed to:

10	1,954.00
15	1,954.00

Effective July 1, 2007, the compensation set forth in Article 13.5 shall be increased by six percent (6%).

Effective July 1, 2008, the compensation set forth in Article 13.5 shall be increased by six percent (6%).

**ARTICLE 14  
GENERAL PROVISIONS**

**14.1 SEVERABILITY:**

If any provision or application of this agreement is held contrary to law, such provision or application shall not be valid and subsisting except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.

**14.2 SUCCESSOR AGREEMENT AND REOPENERS:**

On or before January 15 of the current school year, the Association will initiate negotiations for the purpose of entering into a successor agreement for the forthcoming year(s).

**14.3 DISTRIBUTION:**

The Board and the Association shall print and distribute copies of this agreement. The Board shall provide each new unit member with a copy of this agreement at the time of employment. The cost of the agreements shall be shared equally by the Association and the Board.

**14.4 DURATION:**

- A. The provisions of this agreement shall become effective July 1, 2006, and shall remain in full force and effect until June 30, 2009, except as provided in Article 14.4 B.
- B. If categories which contain request for funds to support items in this agreement are reduced by the County Commissioners, further negotiations on these items shall begin within ten (10) days and continue to a conclusion.
- C. The Agreement as re-negotiated shall then be submitted to the parties for ratification. Until the re-negotiated contract is ratified by both parties, the current contract will continue to remain in force.

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

Ann Ellis  
Mary Oester  
Donna Hoffman  
Michael Van Buren  
Geraldine L. Teets

Ernie L. Fink  
Brenda E. McCordney  
James K. Morris  
Tom Woods  
Gary Galloway

Signed this 14th day of March, 2006.

The provisions of this Agreement shall become effective July 1, 2006, and shall remain in full force and effect until June 30, 2009.

IN WITNESS WHEREOF, the parties hereto have caused this document to be executed by their duly authorized officers this 14th day of March, 2006.

GARRETT COUNTY EDUCATION ASSOCIATION SUPPORT PERSONNEL

BOARD OF EDUCATION OF GARRETT COUNTY

Vonda Bryner  
Vonda Bryner, President  
Rosaline E. Wiseman  
Rosaline Eggleston-Wiseman, Secretary

Madeliene Collins  
Madeliene Collins, President  
Wendell Teets  
Wendell Teets, Secretary

**SICK LEAVE DONATION PLAN**

- A. All unit members on active duty in Garrett County are eligible to receive sick leave contributed for their use by other employees in the bargaining unit. Bargaining unit members may use these days for prolonged, catastrophic, incapacitating personal illness, injury or quarantine of the unit member during regular scheduled duty days.
  
- B. Eligibility for Benefits:
  - 1. SLDP benefits are available only when the unit member personally has a severe medical hardship (catastrophic illness or serious accident).
  - 2. Benefits can be received only after all accumulated sick leave and vacation days have been exhausted.
  - 3. Any unit member receiving Worker's Compensation or disability benefits is not eligible to receive benefits from the SLDP
  - 4. A unit member who is on leave of absence, suspended, or terminated from the Garrett County Board of Education is not eligible for SLDP benefits.
  - 5. The form "Request For Sick Leave Donation Plan Benefits" and physician's statement are required before the SLDP Review Committee will consider a request for benefits. The physician's statement shall include a history of the illness, date the illness began, a diagnosis and prognosis, and any other related information.
  - 6. Approval by the SLDP Review Committee is required prior to the receiving of benefits.
  - 7. Normal pregnancies, childbirth, childcare, or child adoption shall not be considered as eligible reasons for SLDP benefits.
  - 8. A four-member committee, consisting of two members appointed by the President of the Association and two appointed by the Superintendent, shall have the responsibility of receiving requests, verifying the validity of requests and approval or denial of requests. Any approval of a request must have the support of at least three members of the committee. The committee shall develop its rules of procedure and shall

give wide distribution to said rules upon approval of the President of the Association and the Superintendent.

C. Operation of SLDP

1. The following criteria shall be used by the SLDP Review Committee in determining eligibility and benefits:
  - a. Documented medical evidence of serious illness and injury;
  - b. Prior utilization of all sick leave and vacation days;
  - c. Propriety of previous sick leave;
  - d. Any other information the SLDP Review Committee deems appropriate.
2. When approved by the SLDP Committee, a maximum of thirty (30) sick leave days will be deposited in the unit member's sick leave account. The use of these days will be reviewed by the SLDP Review Committee.
3. The unit member receiving benefits may submit to the SLDP Review Committee additional requests for a maximum of twenty (20) days per request as their present grant expires. The request application shall be accompanied by an updated physician's statement.
4. Once a unit member is eligible for retirement benefits, including disability retirement from the State's Retirement Board, all SLDP benefits will stop.
5. The maximum number of SLDP days available per unit member per fiscal year is one hundred (100).
6. The contribution forms for any unused days shall be returned to the Association.
7. The existence of the SLDP and participation by a unit member in the SLDP does not eliminate any other benefits provided through law, policy or contract.
8. Unit members shall not use SLDP days to extend medical or life insurance coverage.

- D. GCEA shall be responsible for providing the Board the name(s) of the person(s) contributing days to an employee once they have been approved to receive benefits. GCEA shall also provide the Board with an authorization form signed by each person contributing days authorizing the Board to deduct the donated days from their accumulated sick leave. Days will not be accepted from any unit member who has less than ten (10) accumulated days.

- E. Representatives of the Board and the Association shall review the provisions set forth in B and C annually or as needed.

**Addendum II**

**GARRETT COUNTY EDUCATION ASSOCIATION –  
SUPPORT PERSONNEL  
AND GARRETT COUNTY BOARD OF EDUCATION**

Grievance Report \_\_\_\_\_  
Grievant's Name \_\_\_\_\_ Position \_\_\_\_\_  
Work Location \_\_\_\_\_

STEP 1

Date of Occurrence \_\_\_\_\_ Date Grievance Filed \_\_\_\_\_  
Statement of Grievance (cites Contract sections) \_\_\_\_\_

Remedy Requested \_\_\_\_\_

Grievant's Signature \_\_\_\_\_  
Date of Receipt by Immediate Supervisor (Step 1) \_\_\_\_\_  
Supervisor's Signature \_\_\_\_\_  
Supervisor's Response (Step 1) \_\_\_\_\_

Signature \_\_\_\_\_ Date \_\_\_\_\_  
Position of Grievant \_\_\_\_\_  
Signature \_\_\_\_\_ Date \_\_\_\_\_

STEP 2

Date of Receipt by Immediate Supervisor (Step 2) \_\_\_\_\_  
Supervisor's Signature \_\_\_\_\_  
Supervisor's Response (Step 2) \_\_\_\_\_

Signature \_\_\_\_\_ Date \_\_\_\_\_  
Position of Grievant \_\_\_\_\_

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

STEP 3

Date of Receipt by Immediate Supervisor (Step 3) \_\_\_\_\_  
Supervisor's Signature \_\_\_\_\_  
Supervisor's Response (Step 3) \_\_\_\_\_

Position of Grievant \_\_\_\_\_ Date \_\_\_\_\_  
Signature \_\_\_\_\_ Date \_\_\_\_\_

STEP 4

Date of Receipt by Board of Education (Step 4) \_\_\_\_\_  
Board of Education's Response \_\_\_\_\_





