

GCBOE/GASA Proposed Contract Language Revisions
2025-2027 Comprehensive Agreement
May 15, 2024

Article	GCBOE/GASA
<p>Article 2 –Resolution of Problems/Grievances Article 2.2 –Procedure</p>	<p>2.2 Procedure:</p> <p>A. Informal Level—Within 30 days following occurrence or first knowledge of the act or condition that is the basis of the complaint, a grievant must first meet and discuss the problem with his/her immediate supervisor, administrator, or designee for the purpose of resolving the matter informally. If the grievant does not initiate this conference within the 30 days, the grievance shall be deemed to be waived.</p> <p>B. Level One—In the event the grievance is unresolved, the grievant may, within 10 days thereafter, file the grievance in writing with the appropriate supervisor or administrator who shall hold a conference with the grievant within 10 days after filing. The appropriate supervisor or administrator will render a decision within ten (10) days thereafter.</p> <p>C. Level Two—In the event the decision is unsatisfactory, the grievant may file an appeal within ten (10) days thereafter to the Superintendent who shall hold a conference within ten (10) days after the receipt of said grievance. The Superintendent shall render a written decision within ten (10) days thereafter.</p> <p>D. Level Three—The grievant may, within ten (10) days of the receipt of notification of the disposition of the grievance under Level Two, request a hearing by the Board. Within thirty-five (35) days of the hearing before the Board, the Board shall inform the employee(s) and/or their representative of its decision.</p> <p><u>E. Level Four – If the grievant is not satisfied with the Level Three decision, the Association may appeal such decision to arbitration under the Voluntary Labor Arbitration Rules of the American Arbitration Association by filing a written notice to the Board within thirty (30) days after the decision at Level Two. No individual(s)/employee(s) shall have the right to invoke the arbitration proceedings.</u></p>
<p>Article 2.2 (New E) – Arbitration Procedure:</p>	<p><u>Article 2.2 (New F) – Arbitration Procedure:</u></p> <p><u>1. Any grievance concerning the alleged violation of this agreement that has been properly processed through Level One, Two and Three of the grievance procedure, and has not been settled or waived, may be appealed to the arbitration procedure by the Association by serving written notice to the Board within thirty (30) days after he Level Three response. Should the Association fail to serve notice within the prescribed time, the right to arbitration shall be waived and the grievance shall be considered settled.</u></p> <p><u>2. The Board and the Association will attempt to agree upon a mutually acceptable arbitrator. If the parties are unable to agree within ten (10) days after Association's notice, a request by either party for a list of arbitrators may be made to the American Arbitration Association. Parties will then be bound by the rules and procedures of the American Arbitration Association. All arbitration hearings shall be held in Garrett County.</u></p> <p><u>3. The jurisdiction and the authority of the arbitrator and the opinion and award shall be confined to the provisions of this Agreement. The award of the arbitrator, in writing, shall be final and binding on the Association, the grievant and the Board,</u></p>

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	<p><u>unless held contrary to law. The arbitrator will have no authority to add to, alter, amend or modify any provision of this Agreement.</u></p> <p><u>4. The cost of the services of the arbitrator and the fee of the American Arbitration Association shall be equally shared by the parties.</u></p> <p><u>5. The grievant and required witness(es) shall be released without loss of pay or benefits, as necessary, to participate in the grievance or arbitration proceeding. Any other witness(es) called upon to appear during school hours will be released on administrative leave for a period of time required to travel to/from location and time to testify.</u></p>
Article 2.5 – Miscellaneous	<p>D. The grievant may not present any material, allegation, or remedy at a subsequent level that was not presented initially at Level One of the grievance procedures except for good cause. Good cause is defined as a showing by a party to the grievance procedure of an inability to learn of such additional information before the hearing at the previous Level.</p> <p>New Information or arguments not submitted for consideration will not be considered by the Board unless the grievant demonstrates to the Board's satisfaction that the latest information did not exist, or, for good reason beyond the control of the Appellant, could not be produced at the time of the matter considered by the superintendent/designee.</p>
3.4 Teaching Principals (New)	<p>C. Teaching principals may prepare and teach for up to 20% of their duty day with the flexibility to increase that percentage to meet the needs of their school.</p>
4.93 Emergency Management:	<p>A. Any twelve (12) or eleven (11) month unit member unless designated as an essential employee by the Superintendent shall have the following work options when schools are closed.</p> <ol style="list-style-type: none"> 1. Report to his/her regular work site, 2. Report to the elaset closest Board facility to his/her home, or 3. Take liberal leave. 4. Telework a maximum of two (2) days with Supervisory approval. <p>B. An eleven (11)-month employee who works, or teleworks, on an inclement weather day when schools are closed with his/her Supervisor's approval, shall count his/her day (a maximum of two (2) days with Supervisory approval) toward his/her total number of days to be worked in a work year.</p> <p>C. In the event a bargaining unit member is chosen as a designated essential employee by the Superintendent to address weather-related or emergencies an additional day of annual leave (12 month) or personal leave (11 month) shall be granted for each day of the event used for this purpose.</p> <p>D. Any unit member may count a telework day towards his/her contract days under the following conditions: schools are closed due to inclement weather day (Code Red or Blue) and approval is granted by his/her Supervisor and the Superintendent. A maximum of two (2) telework days per unit member will count toward the contract days in any given contract year.</p>

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5.3 Inclement Weather	The superintendent and GASA shall form an advisory work group to examine details in the policy and procedure EBCE. This group shall be composed of (2) bargaining unit members appointed by the GASA President, and four (4) members appointed by the Superintendent. The committee shall make non-binding written recommendations to the Superintendent for potential action.																			
6.3 Licensing and Certification: (New)	GCBOE will follow Maryland regulations as it relates to National Board Certification fee structures and funding is available.																			
Article 11 Protection of A&S Personnel	For all school-related matters, GCBOE staff will assist employees in filing the required paperwork and provide legal support if an employee or the employer believes that a peace order is needed.																			
Article 13 Fringe Benefits	<div>The following two items are proposed:2024-25 Renewal Plan Design Menu</div> <table><tr><td colspan="3"></td><td colspan="2">Total Cost Estimate</td></tr><tr><td colspan="3"></td><td>Percent</td><td>Cost</td></tr><tr><td>All plans</td><td>1</td><td>Rx change: GLP1</td><td>22 current users</td><td>Cost Avoidance</td></tr></table> <div>And,</div> <div>Effective 7.1.24, healthcare premiums will increase by 2% of the FY24 rates in FY25, FY26, and FY27. This will be a 6% increase in healthcare premium rates over the next three years. The applied 2% healthcare increase in FY25, FY26, and FY27 would be subject to changes in healthcare cost trends.</div>								Total Cost Estimate					Percent	Cost	All plans	1	Rx change: GLP1	22 current users	Cost Avoidance
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All plans	1	Rx change: GLP1	22 current users	Cost Avoidance																
13.1 Fringe Benefits	<div>13.1 FRINGE BENEFITS</div> <div>B. The Board shall provide term life insurance for \$50,000 for each unit member (Double Indemnity included) and \$1,000 for each dependent, including spouse and children, up to age 26.</div> <div>Due to a unit member’s age, unit members may be placed in the category of “Age Reduction,” per the terms of the basic life and supplemental insurance contract. Basic Life and AD&D insurance coverage as well as Supplement life amounts are reduced by 25 % at age 70 and by 33.33 % at age 75, as defined in our life insurance contract.</div>																			
13.2 Retirement Benefits	<div>D. Effective July 1, 2024, newly hired unit members to GCPS would only be eligible for post-retirement insurance benefits until age 65 as Medicare eligible.</div>																			

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Article 14 Salaries	<p>Effective 7.1.24, unit members will receive a 4.9% increase applied to salary scales. In 7.1.25, a 5.0% increase will be applied to salary scales, and in 7.1.26, a 5.1% increase will be applied to salary scales. This is a total of 15% over the next three years.</p> <p>The agreed-upon changes in salary negotiation would be subject to the availability of funding and any changes in the timeline for Blueprint implementation.</p>
Article 14 - Salaries Article 14 (D):	<p>D. At the high school level only, Principals and Assistant Principals shall be paid additional salary, as indicated below, in recognition of their extra duties relative to athletic events that they are required to attend as an official representative of the school. This amount will not be subject to any annual percentage increases in salary. Amounts shall be as follows:</p> <ul style="list-style-type: none"> • Principals \$1,750 <u>\$2,000</u> • Assistant Principals \$1,750 each <u>\$2,000</u>
Article 14 Longevity	<p>Longevity Steps at 14, 19, 22, and 24.</p>
Article 14 (New) MD Blueprint Career Ladder	<p>O. Effective 7.1.25, certificated educators eligible for their first National Board Certification Maintenance of Certification (MOC) [2021,2022, 2023, 2024] would receive the salary enhancement fully funded by Maryland Blueprint.</p>

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GCBOE/GASA Contract Language Revisions (no content change)

Article	GCBOE/GASA
<p>Article 4 – Leave Article 4.1</p>	<p>A. 12-Month Bargaining Members—During the first year of employment in Garrett County and each successive year thereafter, each twelve (12)-month bargaining unit member shall accrue sixteen (16) days of leave per year, in which the bargaining unit member is entitled to the flexibility of using sick leave in the following manner (family illness, self-sick, and up to five (5) personal days. A bargaining unit member may use any or all of the sixteen (16) annual allotted days for illness in the immediate family. As part of a qualifying Family Medical Leave, a bargaining unit member may use up to thirty (30) days of his/her accumulated sick leave for illness in the immediate family, less any annual sick leave days previously used from the current year's appropriation for this purpose. Immediate family shall mean spouse, children, mother, father, or anyone who lives regularly in the household.</p> <p>A. Twelve (12)-Month Bargaining Unit Members - During the first year of employment in Garrett County, and each successive year thereafter, each Twelve (12)-month bargaining unit member(s) shall accrue sixteen (16) days of leave per year, in which the bargaining unit member(s) is entitled to the flexibility of using sick leave in the following manner; family illness, self-sick, and up to five (5) personal days. Any sick leave usage will be pulled from a bargaining-unit member(s) accumulated sick leave first. After accumulated sick leave is exhausted, it will then be pulled first from their current allotment of eleven (11) family illness days, then five (5) personal days, and up to two (2) prior personal days if they are available.</p> <p>For a newly hired first-year bargaining unit member(s), the use of a family illness or sick leave day (s) will be deducted from the current allotment of eleven (11) family illness days, then five (5) personal leave days if they are available. Sick leave may be used by the FMLA policy.</p> <p>11-Month Bargaining Members—During the first year of employment in Garrett County and during each successive year thereafter, each eleven (11)-month bargaining unit members shall accrue fifteen (15) days of leave per year, in which the bargaining unit member is entitled to the flexibility of using sick leave in the following manner (family illness, self-sick, and up to five (5) personal days. A bargaining unit member may use any or all of the fifteen (15) annual allotted days for illness in the immediate family. As part of a qualifying Family Medical Leave, a bargaining unit member may use up to thirty (30) days of his/her accumulated sick leave for illness in the immediate family, less any annual sick leave days previously used from the current year's appropriation for this purpose. Immediate family shall mean spouse, children, mother, father, or anyone who lives regularly in the household.</p>

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	<p>B. Eleven (11)-Month Bargaining Unit Members - During the first year of employment in Garrett County, and each successive year thereafter, each Eleven (11)-month bargaining unit member(s) shall accrue sixteen (15) days of leave per year, in which the bargaining unit member(s) is entitled to the flexibility of using sick leave in the following manner; family illness, self-sick, and up to five (5) personal days. Any sick leave usage will be pulled from a bargaining-unit member(s) accumulated sick leave first. After accumulated sick leave is exhausted, it will then be pulled first from their current allotment of eleven (10) family illness days, then five (5) personal days, and up to two (2) prior personal days if they are available.</p> <p>For a newly hired first-year bargaining unit member(s), the use of a family illness or sick leave day (s) will be deducted from the current allotment of ten (10) family illness days, then five (5) personal leave days if they are available. Sick leave may be used under the FMLA policy.</p>
Article 4.7*	<p>B. A unit member using a leave of absence without pay for pre-natal care, adoption, post-natal care, and/or child bonding (not to exceed one (1) year in duration) shall have the opportunity to continue benefit programs provided to unit members. Unit members with at least one (1) year experience with the Garrett County Board of Education will be required after the first twelve (12) weeks (assuming that unit member is approved and completed FMLA for the full 12 weeks of leave) to assume the Board's share of the premium in addition to any premiums he/she theretofore paid for dependent coverage and shall be offered employment upon expiration of such leave in the first available position for which he/she is certified within two (2) years from the ending date of the leave, provided that a written, advanced request is made to the Office of Human Resources and Employee Relations for re-employment which includes 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</p>
Article 4.8*	<p>A unit member may be granted a leave of absence, with the approval of the Superintendent of Schools, for one (1) year or less without pay for serious family or personal illness. An employee in such a non-pay status may continue as a member of the group health insurance, if they qualify for FMLA, after the first twelve (12) weeks (assuming the unit member is approved and completed FMLA for the full 12 weeks of leave) the employee will be required to assume the Board's share of the premiums in addition 10 to any premium he/she theretofore paid for dependent coverage. If the employee returns within ninety (90) duty days and such a return is stipulated at the beginning of the leave, the same position shall be offered. If the leave requested is for more than ninety (90) duty days the unit member will be offered employment upon expiration of the leave in the first available position for which he/she is certified within two (2) years from the end of the leave, provided that a written request is made to the Office of Human Resources and Employee Relations by June 1.</p>
Article 4.9	<p>4.9 Annual Leave: A. Each twelve (12) month bargaining unit member shall be granted fifteen (15) days of annual leave. An additional five (5) days of annual leave shall be granted to those employees with ten (10) or more years of credited service as a bargaining unit member within any Maryland Public School System.</p>
13.1 Fringe Benefits	<p>A. Effective January 1, 2018, an up to nine hundred dollars (\$900.00) health insurance cost share will become effective through the end of each plan year. Each employee (active or retired under age 65) and their spouse enrolled in coverage through The Garrett County Employee Health Care Plan will be eligible to receive a premium differential incentive to mitigate this premium cost share. Enrolled employees (active and retired under age 65) may earn \$600.00 toward their cost share for participating in certain activities within the Garrett County Health Care Plan Wellness Program. In addition, their enrolled spouses may earn \$300.00 toward their cost</p>

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	<p>share for participating in the same activities within the Garrett County Health Care Plan Wellness Program. Activities include the following, which must be completed within certain time frames:</p> <ol style="list-style-type: none"> 1. CHRA (Clinical Health Risk Assessment): Self-Assessment Questionnaire provided by the current medical carrier and 2. Biometric health screenings or 3. Venture in Vitality programs non-medical plan option(s) 4. Tobacco Cessation requirements
ARTICLE 14 Salaries*	<p>N. When all other options have been exhausted and no substitute is available; it may be necessary for a GASA unit member to provide classroom instructional coverage for a teacher. Should this become necessary, in addition to their regular pay, the Board will pay the covering GASA unit member a stipend of \$35.00 to cover one class period.</p> <p>Payment of this “Teacher Coverage Stipend” is limited to the following criteria and conditions:</p> <ol style="list-style-type: none"> 1.) Must be a GASA Unit member. 2.) Must be coverage of a certified teacher’s instructional duties. 3.) The time must be equal to and not above one complete class period. <p>A stipend will be paid for one class per day.</p>

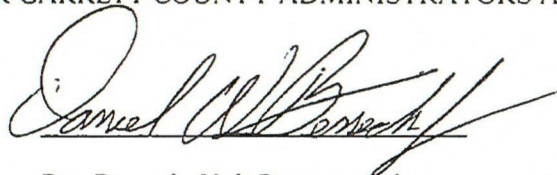
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Article XVI. DURATION

The undersigned acknowledges that a tentative agreement was reached during **FY 2025-2027** negotiations between the authorized representatives of the Garrett County Administrators and Supervisors (GASA) 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, 2024**, and remain in full force and effect through **June 30, 2027**, or until superseded by a new agreement in writing. The aforementioned modifications supplement the **2025-2027 Comprehensive Agreement** between the Garrett County Board of Education and the Garrett County Administrators and Supervisors (GASA), shall become **effective July 1, 2024, and remain in full force and effect until June 30, 2027**, or until superseded by a new agreement." **Either party may request to reopen on issues related to the Maryland Blueprint/COMAR or changes in the law.**

IN WITNESS WHEREOF, the Parties hereto have caused this document to be executed by their duly authorized officers on this **15th day of May 2024**.

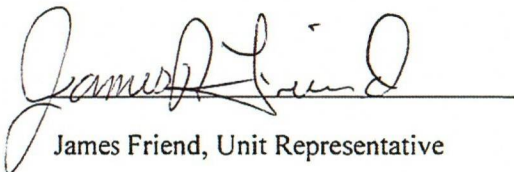
FOR GARRETT COUNTY ADMINISTRATORS AND SUPERVISORS (GASA)



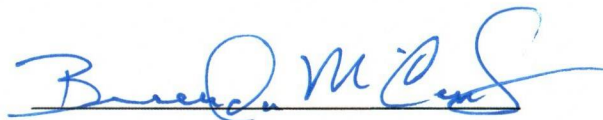
Dan Besseck, Unit Representative



M. Tom Woods, President



James Friend, Unit Representative



Dr. Brenda McCartney, Superintendent