

GCBOE/GASA Negotiations
2019-2022 Comprehensive Agreement

June 11, 2019

Article	GCBOE/GASA
I. RECOGNITION	The rights and/or privileges granted to the Association to represent all personnel paid on the A&S salary scale (except the Superintendent of Schools, Executive Director of Curriculum, Instruction, and Administration, Director of Human Resources, and other administrative personnel who have been designated as confidential employees by the Superintendent as a result of their job responsibilities) shall not be granted to any other group or organization without the Association's approval.
II. RESOLUTION OF PROBLEMS/ GRIEVANCES	<p>A "Grievant" is a bargaining unit member, group of bargaining unit members or the Association making the complaint on behalf of the member</p> <p><i>4. 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 procedure 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 prior to the hearing at the previous Level.</i></p> <p>New #5 The Board agrees to make available to the Association any information requested by the Association which is relevant to the issues raised by the grievance, provided that the information is within the Board's possession or control and that such information is not privileged. Requests from the Association, pursuant to this paragraph, will not be subject to the formalities of the Public Information Act.</p>
III. WORKING CONDITIONS	<p><u>D. Substitutes Teaching Principals</u></p> <p>The Superintendent and GASA shall form an advisory committee to create guidelines when determining classifications of a teaching principal school. This group shall be comprised of four (4) 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.</p> <p><u>E. New Initiatives</u></p> <p>Bargaining unit members will be informed of new initiatives prior to the implementation date.</p>

IV. LEAVES

A.Sick Leave

1. During the first year of employment in Garrett County and during each successive year thereafter, each twelve (12)-month bargaining unit member shall be entitled to fourteen (14) 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.

12 Month Bargaining Members

During the first year of employment in Garrett County and during each successive year thereafter, each twelve (12)-month bargaining unit members 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.

Effective July 1, 2018, each twelve (12)-month bargaining unit member shall be entitled to sixteen (16) days of sick leave per year.

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 member shall be entitled to thirteen (13) days of sick leave per year. A bargaining unit member may use any or all of the thirteen (13) 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.

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.

Effective July 1, 2018, each eleven (11)-month bargaining unit member shall be entitled to fifteen (15) days of sick leave per

	year.
	<p>2. Upon a unit member's retirement, he/she shall receive thirty dollars (\$30.00) for each unused day of sick leave accumulated up to two hundred and nine (209) days. Should the unit member die while in active service, the amount of thirty dollars (\$30.00) for each unused day of sick leave accumulated up to two hundred and nine (209) days shall be added on the last paycheck. 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.</p> <p><i>Note: Unused days of sick leave will also be converted to months of creditable service by the Maryland State Retirement and Pension System.</i></p> <p>3. <u>Unused sick leave shall accumulate without limit. Unit members will be notified of the number of sick leave days on the employee portal.</u></p> <p>5. An Administrator may contribute up to five (5) ten (10) days of accumulated sick leave to another Administrator who has exhausted accumulated sick leave and who continues to be absent due to a serious health condition supported by a note from a physician. Sick leave can be donated by an unlimited number of A & S personnel to another administrator up to a maximum of one (1) year</p>
	<p>B. Personal Leave</p> <p><i>B. Each bargaining unit member shall be entitled to five (5) days of personal leave per year with pay and chargeable to sick leave. Personal leave shall be for the transaction of personal business that cannot be accomplished other than during the duty day. Provided these days are not used by a bargaining unit member, up to two (2) days will be accumulated as personal leave days.</i></p> <p>The maximum number of personal leave days a bargaining unit member may use in a school year shall be seven (7), provided he/she has accumulated two (2) personal leave days from the prior year. No more than five (5) personal leave days may be used consecutively without approval from the Office of Human Resources and Employee Relations. Unused personal leave days, aside from the two (2) which may be accumulated, shall revert to sick leave days at the end of the year. Personal leave shall not be taken on a professional development/in-service/professional day or mandated student assessment days. Personal leave on such days shall require administrative approval.</p>
	<p>F. Parental Leave of Absence</p> <p>1. A female unit member may use any or all accumulated 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.</p>

	<ol style="list-style-type: none"> 2. A female unit member desiring to use any or all accumulated leave during a period of pregnancy or post-natal care should state this in writing to the Office of Human Resources and Employee Relations. 3. A female unit member who uses any or all accumulated 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. 4. A female unit member who does not wish to use any or all accumulated 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 Office of Human Resources and Employee Relations is made in advance. 5. A unit member 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) 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 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. 6. Adoptive parents may use up to twelve (12) weeks, in compliance with Family Medical Leave Act (FMLA), of accumulated leave for the purpose of adoption and/or bonding. 7. If using combined sick leave and leave without pay, unit members who have at least one (1) year experience with the Garrett County Board of Education will have premiums paid for a total of twelve (12) weeks per year in accordance with the terms of the FMLA, and have teaching position held prior to such leave.
	<p>H. Annual Leave</p> <p><u>2.</u> Annual leave may accumulate to a maximum of 50 days as of June 30 of any given year. Up to ten (10) Annual leave days beyond the maximum shall transfer to sick leave and immediately be accessible to the bargaining unit member effective July 1 each year.</p>
	<p>J. Sabbatical Leave</p> <p>Group hospitalization and Medical insurance including disability income protection and group term life insurance shall continue while on sabbatical leave at the employee's expense.</p>
	<p>K. Emergency Management</p>

	<i>In the event a bargaining unit member is chosen as a designated essential employee by the Superintendent for the purpose of addressing weather-related or emergency situations, an additional day of annual leave (12 months) or personal leave (11 month) shall be granted for each day of the event used for this purpose.</i>
V. A&S RIGHTS	<p>C. Inclement Weather <i>Responsibilities for A & S personnel are as provided in 857.221. Policy 857.22 and Administrative Procedure EBCE.</i></p>
	<p>H. Employee Evaluations <i>The Superintendent and GASA shall form an advisory work group to examine the evaluation process. This group shall be comprised of four (4) 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.</i></p>
VII. ASSOCIATION RIGHTS	<p>E. Association Rights Pursuant to the statute, Md. Code, Education, Section 6-407.2</p> <p>E. Association Rights 1. The Association will submit to the Finance Office by July August 1 the dues rate which will be in effect for the fiscal year commencing on that date from September 1 to August 31 each year. 2. The Board will deduct from the pay of each unit member covered by this Association all Association dues [GASA, MSEA, NEA], provide that at the time of such deduction there is in possession of the Board and the Association a written assignment signed membership application authorizing such deduction. on. validly in effect. A bargaining unit member's written agreement shall be irrevocable for a period of one (1) year and shall renew itself thereafter, from year to year, subject each year to revocation during the period from August 20 to September 5. 3. The deduction shall be made in twenty-six (26) four (24) equal installments beginning with the first salary check issued no later than in September 30. 4. The Association shall provide to the Finance Office all notices of cancellation on or about by September 16 30 on forms provided by the Association. 5. New enrollment dues deduction forms will be submitted by the Association to the Finance Office. Enrollment forms received after the initial enrollment period, September 1-15 will be processed the payroll reporting period following such receipt and will be deducted at the rate of 1/26 24 of annual dues for the remainder of the pay periods.</p> <p>#7—Pursuant to Section 6-407.2(b)(1)(i) of the Education Article of the Annotated Code of Maryland, the Board will provide the Association a directory of bargaining unit members, including their names, position classifications, home and work site address where the employee receives interoffice or United States mail, home and work site telephone numbers, personal cell phone number and work email address. Said information shall be provided every 120 days.</p>

	<p>#8—Pursuant to Section 6-407.2 of the Education Article of the Annotated Code of Maryland, the Board will provide the Association the names, position classifications, home and work site address where the employee receives interoffice or United States mail, home and work site telephone numbers, personal cell phone number and work email address of all new bargaining unit members within thirty days of the date of hire, or by the first pay period the month after the date of hire.</p>
VII. ASSOCIATION RIGHTS	<p>9. "The Association will be permitted to participate in any new employee orientation meetings at the beginning of each school year."</p> <p>10. The Association will have the right to place official notices, circulars and other professional materials in bargaining unit member's mailboxes or emails.</p>
XIII. Fringe Benefits	<p>C. The Board shall provide term life insurance in the amount of \$25,000 \$50,000 for each unit member (Double Indemnity included) and \$1,000 for each dependent, including spouse, and children, up to age 26.</p>
XIII. FRINGE BENEFITS	<p>A. <i>Beginning January 1, 2018, an up to nine hundred dollar (\$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 share for participating in the same activities within the Garrett County Health Care Plan Wellness Program. Currently the required activities include the following, which must be completed within certain timeframes, which will be communicated to all employees, to earn the incentive.</i></p> <ol style="list-style-type: none"> 1. <i>Biometric health screening AND</i> 2. <i>CHRA (Clinical Health Risk Assessment) through UMR OR</i> 3. <i>Completion of the requirements of the Ventures in Vitality Program</i> <p>B. <i>Contingent upon meeting the requirements outlined in section A above, Board shall continue to pay the full premium cost of an individual POS (Point of Service) group hospitalization and medical insurance plan, an individual dental plan, and an individual vision plan for each unit member. Employees may enroll eligible dependents in the POS program, enroll themselves in the PPO (Preferred Provider Organization) program, or enroll themselves and dependents in the PPO program by paying a share of the premium according to the terms and conditions of the Garrett County Employees Health Care Plan. The unit member's share of any premium shall be paid by payroll deduction.</i></p> <p>C. <i>Effective for those retiring July 1, 2006, and thereafter, the Board will pay toward the cost, as defined in the Terms and Conditions of the Garrett County Health Care Plan, of POS (Individual Coverage) for those retirees under the age of 65 and a Medicare Supplement program for those retirees age 65 years or older. The payment will be based upon total years of full-time equivalent service with the Garrett County Board of Education, Board of Garrett County Commissioners, Garrett College, or a combination thereof. Part-time service will be prorated. The retiree may purchase dependent coverage, dental coverage, vision coverage, or a PPO plan with the additional cost the responsibility of the retiree.</i></p>

	<p><i>D. Individuals must be eligible for retirement under the Maryland State Pension and Retirement System. Individuals must go directly into retirement after employment with the Garrett County Board of Education, to 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 and Pension system.</i></p> <p><i>E. Upon retirement a bargaining unit member shall receive terminal pay for unused annual leave for a maximum of fifty (50) days at per diem rate, or to his/her designated beneficiary (ies) on file with the Maryland State Retirement and Pension System in the event of death. At the option of the bargaining unit member, he/she may place all or a portion of the terminal pay for unused annual leave into a tax deferred or sheltered annuity plan. <u>In the event of death, this payout shall be included on the unit member's final paycheck.</u></i></p> <p><i>F. The Superintendent shall appoint a Health and Wellness Committee 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. 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</i></p> <p>FY20 Healthcare Plan Changes & Premium Rates with corresponding salary increase. (See Healthcare Plan Design Chart and Proposed Insurance Premium Rate for plan year FY2020)</p>
IX. VACANCIES	<p><i>1. When a vacancy occurs, a vacancy announcement will be posted on the designated secure site linked to the GCPS website at www.garrettcountyschools.org. The announcement will indicate the closing date which shall be no sooner than five (5) calendar days following the posting date. Those who wish to apply must do so through the application process within the advertised time period.</i></p>
XIV. SALARIES	<p><i>One full step, effective 7/1/2019. \$1,250.00 add to base for all salary scales with this unit. \$250.00 added to each education credit. (see proposed scales)</i></p> <p><i>H. The Superintendent and GASA shall form a Joint Commission to examine the employee compensation packages for GCBOE. This group shall be comprised of six (6) members, three (3) appointed by the Superintendent and three (3) by the GASA President. This group shall make non-binding recommendations to the Superintendent</i></p>
XV. GENERAL PROVISIONS	<p>G. Distribution <i>An electronic copy of this Agreement will be provided to each administrator in the bargaining unit that has an email account with the Garrett County Board of Education. The comprehensive agreement will be posted on the Human Resources page of</i></p>

	<i>the Board's website. Each administrator will be provided a printed copy of the agreement. The cost for the printed copies shall be shared equally by the Association and the Board.</i>
XVI. DURATION	<i>B. The provisions of the Agreement shall become effective July 1, 2019, and shall remain in full force and effect until June 30, 2022, or until superseded by another agreement except as indicated in the following. For fiscal year 2020 and 2021 negotiations will be reopened and limited to wages, health benefits, and two (2) non-monetary articles, each year, included in the agreement and selected by the respective party(ies). Items selected must be mandatory items of negotiation or permissive items that both parties agree to negotiate.</i>

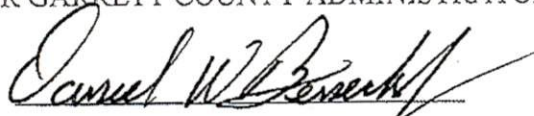
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Article XVI. DURATION

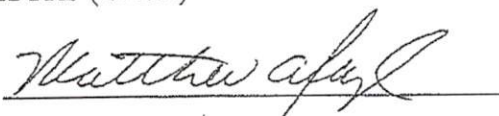
The undersigned acknowledge that tentative agreement was reached during FY 2020 negotiations between the authorized representatives of the Garrett County Administrators and Supervisors (GASA) and the Garrett County Board of Education (hereinafter collectively, "the Parties"). Additionally, the Parties 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, 2019, and remain in full force and effect through June 30, 2022, or until superseded by a new agreement in writing. The aforementioned modifications supplement the *2018-2021 Comprehensive Agreement between the Garrett County Board of Education and the Garrett County Administrators and Supervisors (GASA)*, shall become effective July 1, 2019, and remain in full force and effect until June 30, 2022, or until superseded by a new agreement."

IN WITNESS WHEREOF, the Parties hereto have caused this document to be executed by their duly authorized officers on this 11th day of June 2019.

FOR GARRETT COUNTY ADMINISTRATORS AND SUPERVISORS (GASA)



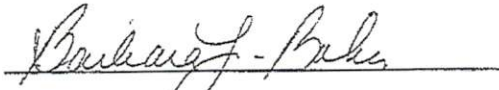
Dan Besseck, Unit Representative



Matthew Paugh, President



Candy Maust, Unit Representative



Barbara Baker, Superintendent