

# **CONFIDENTIAL**

## **GCEA (Unit III) NEGOTIATIONS Tentative Agreements 2017-18**

<b>ISSUES</b>	<b>Tentative Agreements</b>
Article 5.1-D, Duty Year	5.1-D Non-Work Schedule: Maintenance and Custodians, and Food Service Driver, For 12 month Maintenance and 12 month Custodians-whenver any of the non-work days listed in section D above fall on a weekend, a mutually agreed upon date will be selected for the non-work day.
Article 5.2, Duty days	5.2 Duty Days:  A. Workdays for nurses; media, instructional, and nursing assistants; case managers; designated food service assistants and workers; and school-based Secretary VIs shall be seven hours and thirty-six minutes (7.6 hours), inclusive of a paid <del>thirty (30)</del> forty-five (45) minute duty-free lunch period. B. Workdays for all twelve (12)-month secretarial, maintenance, custodial employees, and central office secretaries, shall be no longer than eight (8) hours, inclusive of a paid lunch period. These employees shall have a <del>thirty (30)</del> forty-five (45) -minute duty-free lunch period. Bargaining unit members may leave the building during their scheduled lunch period by notifying the principal or designee and using a method designated by the Superintendent or designee.
Article 5.7, Working Conditions	Every effort will be made to ensure that bargaining unit members have the ability to perform their primary work functions above any other duties as assigned.

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<p>Article VI. Employee Rights</p> <p>6.3 Reduction in Force</p>	<p><b>6.3 REDUCTIONS IN FORCE:</b></p> <p>General Provisions: Seniority is the deciding factor in reduction in force within an employee classification.</p> <p>Reduction in force will be initiated as follows:</p> <ol style="list-style-type: none"><li>1. Affected unit member(s) and the Association shall be notified, if possible, prior to the reduction in force.</li><li>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.</li><li>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.</li><li>4. The unit member(s) having no position to accept shall be placed on the recall list.</li><li>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.</li><li>6. Unit member(s) may decline to bump and will be placed on the recall list.</li><li>7. <del>A unit member shall remain on the recall list for a period of two (2) years effective July 1, 2013.</del> The right to recall shall exist for a two (2) year period. Unit members on layoff will keep the office of Human Resources informed of current address and status of employment.</li><li>8. When a position becomes available for which a unit member on <del>recall</del> layoff is qualified, the position will be offered by verbal notification with the unit member, and will be documented with a follow-up letter to the appropriate unit member on the basis of seniority. The offer is valid for a period of ten (10) days from the date of the written notification. 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.</li><li>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).</li></ol>
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Article 9-Sick Leave	<p>9.1 ANNUAL ALLOWANCE: Ten-month bargaining unit members will earn fourteen (14) days of sick leave per year. Custodian IV bargaining unit members will earn fourteen (14) days of sick leave per year. Twelve (12)-month bargaining unit members will earn fourteen (14) days of sick leave per year in which the bargaining unit member is entitled to the flexibility of using leave in the following manner (family illness, self-sick, and up to four (4) personal days.)</p>
Article 10.5- Severance Upon Retirement	<p>10.1 SEVERANCE UPON RETIREMENT: a unit member's retirement, he/she shall receive thirty dollars (\$30.00) <del>dollars</del> for each unused day of sick leave accumulated up to <del>one hundred and fifty (150)</del> two hundred and nine (209) days. Should the unit member die while in active service, the designated beneficiary shall receive the amount of thirty dollars (\$30.00) for each unused day of sick leave accumulated up to <del>one hundred and fifty (150)</del> two hundred and nine (209) days. 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>Stipend for Early Notification of Retirement</p> <p>If funding is available, GCBOE will offer members of this bargaining unit a stipend for early notification of retirement, notification date and stipend amount determined by the Superintendent.</p> <p>Note: Unused days of sick leave will also be converted to months of creditable service by the Maryland State Retirement and Pension System</p>

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<p>Article 12 Fringe Benefits</p>	<p>A. Beginning January 1, 2018, <u>an up to</u> 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) <u>and their spouse</u> enrolled in coverage through the Garrett County Employee Health Care Plan will be eligible to receive a premium differential <u>incentive</u> to mitigate this premium cost share. <u>Enrolled employees</u> (active or retired under age 65) <u>may earn \$ 600.00 toward their cost share for participating in certain activities within the Garrett County Health Care Plan Wellness Program.</u> In addition, <u>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.</u> <u>Currently, the required activities include the following, which must be completed within certain timeframes in 2017 to earn the incentive for 2018.</u></p> <ol style="list-style-type: none"><li>1. Biometric health screening; and</li><li>2. CHRA (Clinical Health Risk Assessment) through UMR</li></ol> <p>B. Contingent upon meeting the requirements outlined in section B above, the 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 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</p> <p>C. Beginning January 1, 2018, a nine hundred dollar (\$900.00) employee health insurance cost share will become effective through 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 <del>M</del>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, and vision coverage or a <del>PPHO</del> plan with the additional cost being the responsibility of the retiree.</p> <p>D. Individuals must be eligible for retirement under the Maryland State Retirement and Pension system <del>or the Maryland State Retirement System</del>. 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 and <del>or</del> Pension system.</p>
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Article XIII 13.5 Salaries	➤ Full-Year Step, effective July 1, 2017
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**ISSUES**

**BOARD PROPOSALS**

The undersigned acknowledge that tentative agreement was reached during FY 2017 negotiations between the authorized representatives of the Garrett County Education Association (Teachers) 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, 2017, and remain in full force and effect through June 30, 2018, or until superseded by a new agreement in writing. The aforementioned modifications supplement the *2015-2018 Comprehensive Agreement between the Garrett County Board of Education and the Garrett County Teachers Association (Teachers)*.


IN WITNESS WHEREOF, the Parties hereto have caused this document to be executed by their duly authorized officers on this 13<sup>th</sup> day of June 2017.

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FOR GARRETT COUNTY  
EDUCATION ASSOCIATION (SUPPORT)

  
Dr. Patrick Damon, President

FOR GARRETT COUNTY BOARD OF EDUCATION

  
Ms. Monica Rinker, President

  
Ms. Barbara L. Baker, Superintendent

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