

GCEA (SUPPORT PERSONNEL) NEGOTIATIONS

NOTE: The following Board proposals are presented strictly as a package and cannot be separated by the GCEA (Support Personnel) Team for the purpose of consideration or acceptance. Therefore, the proposal must be either accepted or rejected in its entirety. Any current language which is not expressly addressed within the proposals below is intended to remain unchanged and in full force and effect, unless negotiated otherwise.

ARTICLE	BOARD PROPOSAL
Article 3 Association Rights	3.11 Subcontracting <u>Prior to the Board making a request for proposal (RFP) relative to the subcontracting of a bargaining unit classification, written notification shall be provided to the Association at least thirty (30) calendar days in advance.</u>
Article 5 Protection of Employees	5.1 (G) Workload Committee The Superintendent and GCEA shall form an advisory work group to examine workload. This group shall be comprised of five (5) bargaining unit members appointed by the GCEA President and five (5) members appointed by the Superintendent. This group shall make nonbinding recommendations to the Superintendent for potential action not later than January 2016. The Superintendent and GCEA shall form an advisory Workload Committee to discuss workload-related issues. This committee shall be comprised of seven (7) bargaining unit members appointed by the GCEA President and seven (7) members employees (either bargaining unit members or administrative employees) appointed by the Superintendent. <u>Not later than January of each calendar year, the committee</u> shall make non-binding written recommendations to the Superintendent for potential action.
Article 5 Protection of Employees	5.1 (I) <u>In the event that a bargaining unit member is designated as essential by the Superintendent or designee for the purpose of addressing weather-related or emergency situations, an additional day of annual leave shall be granted each fiscal year.</u>
ARTICLE	BOARD PROPOSAL

Article 12 Fringe Benefits NEW	<p><u>F. Health and Wellness Committee</u> <u>A Health and Wellness Committee shall be appointed by the Superintendent to make non-binding written recommendations, no later than January of each calendar year, to him/her. The committee shall include the President of the Association, or a bargaining unit designee, and one (1) additional bargaining unit member.</u></p> <p><u>It is understood that said committee shall include appointees by the Superintendent, including, but not limited to, bargaining unit members from each designated exclusive bargaining agent which negotiates with the Board in accordance with §§ 6-408 and/or 6-510 of the Education Article to the Annotated Code of Maryland.</u></p>
Article 12 Fringe Benefits NEW	<p><u>G. Flexible Spending Accounts</u></p> <p><u>1. In accordance with IRS regulations, the Board shall implement a Flexible Spending Account (FSA) benefit for bargaining unit members no later than July 1, 2017.</u></p> <p><u>2. The Board shall deduct an amount, including any associated plan fees, from the bargaining unit member's pay. The total amount per year shall be determined by the bargaining unit member each enrollment period, and said amount shall be divided and deducted on a per pay period basis.</u></p> <p><u>3. The President of the Association, or a bargaining unit designee, and/or the UniServ Director may participate in any meeting involving the review of FSA plans. However, the Board shall have the sole authority to select the FSA provider and resolve the structure of such plans with said provider.</u></p>
Article 13 Salaries	<p><u>FY17</u></p> <p>(A) <u>\$500 one-time stipend, and</u> (B) <u>At the option of the bargaining unit member, all or a portion may be placed into a tax sheltered annuity plan.</u></p>
ARTICLE	BOARD PROPOSAL
Article XVIII Duration	<p><u>The undersigned acknowledge that tentative agreement was reached as a result of negotiations between the authorized representatives of the Association and the Board (hereinafter collectively referred to as "the Parties and individually as "Party"). Additionally, the Parties attest that this document represents the entirety of issues which were the subject of bargaining. Any current language which is not expressly addressed within these proposals shall remain unchanged and in full force and effect, unless negotiated otherwise or contrary to law. Further, the Parties understand that the provisions of these negotiations shall become effective July 1, 2016, and remain in full force and effect through June 30, 2018, or until superseded by a new agreement in writing.</u></p> <p><u>Should a Party to this Agreement wish to negotiate after FY2019, it is understood that such a request must be submitted in writing to the other Party no later than November 1 of the fiscal year preceding the one in which changes are requested, and negotiations must begin in accordance with the date established in Article 14.2, entitled "Successor Agreement." In these fiscal years, negotiations shall be limited to salary, fringe benefits, and two (2) articles which are selected by each respective</u></p>

Article 5 Protection of Employees	<p>5.4 (E) Protection of Employees A bargaining unit member, absent from work as a result of assault or personal <u>an</u> injury occurring in the course of his/her employment, may apply for Workers' Compensation. In accordance with State Law pertaining to Workers' Compensation, the bargaining unit member shall be paid for the period of such absence without loss of sick leave.</p> <p><u>Differently, in accordance with § 6-111 of the Education Article to the Annotated Code of Maryland, any bargaining unit member who is absent as the result of a compensable injury arising from an assault during the course of his/her employment shall continue to receive full salary for the period of such absence without loss of sick leave.</u></p>
Article 5 Working Hours and Working Conditions NEW	<p>5.7 Professional Development Committee The Superintendent and GCEA shall form an advisory <u>Professional Development Committee</u> to examine professional development opportunities for bargaining unit members. This <u>committee</u> shall be comprised of <u>seven (7)</u> bargaining unit members appointed by the GCEA President and <u>seven (7) members employees (either bargaining unit members or administrative employees)</u> appointed by the Superintendent. <u>Not later than January of each calendar year, the committee</u> shall make non-binding recommendations to the Superintendent for potential action.</p>
Article X Personal Business Leave	<p>10.1 Personal Business Leave: Each bargaining unit member shall be entitled to three (3) <u>four (4)</u> 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. <u>The maximum number of personal leave days a bargaining unit member may use in a school year shall be six (6) days, providing he/she has accumulated two (2) personal leave days from the prior year. No more than five (5) personal business 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 which may be accumulated, shall revert to sick leave days at the end of the year.</u></p> <p>The maximum number of personal leave days a bargaining unit member may use in a school year shall be five (5), providing he/she has accumulated two (2) personal leave days from the prior 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>Personal leave may be taken immediately preceding or following a school holiday if the bargaining unit member provides his/her supervisor written notification within two (2) weeks of the intended start date of the desired leave. Failure to provide the minimum two (2)-week notification shall require administrative approval from the Office of Human Resources and Employee Relations. No more than two (2) personal days may be taken immediately preceding or following a school holiday during any given work year.</p>
Article 12 Fringe Benefits	<p><u>FY17</u> <u>Implement plan design changes (See attachment).</u></p>
ARTICLE BOARD PROPOSAL	

	<u>Party. Items selected shall be mandatory items, as stipulated by State Law, or permissive items agreed upon by the Parties.</u>
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The undersigned acknowledge that tentative agreement was reached during FY 2017 between the authorized representatives of the Garrett County Education Association (Support Personnel) and the Garrett County Board of Education (hereinafter collectively, "the Parties"). Additionally, the Parties attest that this document represents the entirety of issues which were the subject of bargaining and that each respective membership has successfully ratified the modifications. Further, the Parties understand that the provisions of these negotiations shall be effective July 1, 2016, and remain in full force and effect through June 30, 2018, or until superseded by a new agreement in writing. The aforementioned modifications supplement the 2015-2018 *Comprehensive Agreement between the Garrett County Board of Education and The Garrett County Teachers Association (Support Personnel)*, effectuated May 12, 2015. It is understood and accepted by the Parties that the totality of these modifications shall become the 2015-2018 *Comprehensive Agreement between the Garrett County Board of Education and the Garrett County Teachers Association (Support Personnel)*.

IN WITNESS WHEREOF, the Parties hereto have caused this document to be executed by their duly authorized officers on this 13th day of September 2016.

FOR GARRETT COUNTY
EDUCATION ASSOCIATION (SUPPORT PERSONNEL)



Patrick Damon, GCEA President

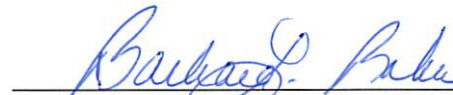
FOR GARRETT COUNTY BOARD OF EDUCATION



Charlotte A. Sebold, President



Maria Zumpano, GCEA Secretary



Barbara L. Baker, Interim Superintendent