

CONFIDENTIAL

GCEA (SUPPORT) NEGOTIATIONS Board Package #2

NOTE: The following Board proposals are presented strictly as a package and cannot be separated by the GCEA (Support) Negotiation Team for the purpose of consideration or acceptance. Therefore, Board Package #2 must be either accepted or rejected in its entirety. Any current language which is not specifically addressed within the proposals below is intended to remain in full force and effect, unless negotiated otherwise. Board counter proposals are in bold, underlined italics.

ISSUES	BOARD PROPOSALS
Article 1.1 Effective Date	<u><i>Mutually accepted.</i></u> 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, 2009, and shall continue in full force and effect until June 30, 2012, except as provided in Article 14.4.B.
Article 1.3 Unit Members	<u><i>Mutually accepted.</i></u> The term " <u>bargaining</u> 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. <u>§ 6-510 of the Education Article to the Annotated Code of Maryland.</u> 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 II employees)
Article 2.1 Recognition	<u><i>Mutually accepted.</i></u> 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 <u>§ 6-510 of the Education Article to the Annotated Code of Maryland.</u>
Article 5.1 Duty Year	<u><i>Mutually accepted.</i></u> D. Non-Work days <u>Non-workdays</u> will shall include:

	<p>Independence Day, Labor Day, <u>Autumn Glory (if schools are closed)</u>, Thanksgiving Day, Day After Thanksgiving, Christmas Eve <u>(if schools are closed)</u>, Christmas Day, <u>New Year's Eve</u>, New Year's Day, Martin Luther King Day <u>(if schools are closed)</u>, Presidents Day <u>(if schools are closed)</u>, Good Friday, Easter Monday <u>(if schools are closed)</u>, Memorial Day <u>(if schools are closed)</u>, and Primary & General Election Days <u>(if County Schools schools are closed)</u></p> <p><u>Work on any non-workday shall reduce bargaining unit members' contractual duty year for each day worked.</u></p>
Article 5.1 Duty Year	<p><u>Mutually accepted.</u></p> <p>E. The below employee classifications will follow the ensuing work schedule:</p> <p>School Calendar: Media, Instructional, Nursing & Cafeteria Assistants/Secretary VI <u>Media, instructional, nursing, and cafeteria assistants and workers; case managers; and nurses</u></p> <p>School Calendar plus 4th of July: Secretaries (12 month); and Pony Driver, Media Technician</p> <p>Non-Work Schedule: Maintenance, Custodians, <u>and</u> Food Service Driver</p>
Article 5.1 Duty Year	<p><u>Mutually accepted.</u></p> <p>F. Unit <u>Bargaining unit</u> members individually requested, as opposed to <u>bargaining</u> unit members who voluntarily participate in an activity open to all unit members or a defined segment of <u>bargaining</u> 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 <u>bargaining</u> unit member shall be paid an hourly rate equal to his/her regular per diem pay divided by 7.6 <u>his/her total workday</u> hours.</p>
Article 5.1 Duty Year	<p><u>Mutually accepted.</u></p> <p>New G. (Workload Committee)</p> <p><u>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 non-binding recommendations to the Superintendent for potential action not later than January 2016.</u></p>
Article 5.1 Duty Year	<p><u>Mutually accepted.</u></p> <p>New H.</p> <p><u>In the event that essential bargaining unit members are required to work during a school closure due to an emergency, as declared by the Superintendent, a day of annual leave shall be granted for each day bargaining unit members are required to work.</u></p>

Article 5.2 Duty-Days <u>Workdays</u>	<p><u><i>Mutually accepted.</i></u></p> <p>A. The duty-day <u>Workdays</u> for <u>nurses; media, instructional, and nursing assistants; case managers; designated food service assistants and workers; and</u> school-based Secretary VIs, and Driver Instructor shall be seven hours and thirty-six minutes (7.6 hours), including inclusive of a paid half-hour <u>thirty (30)-minute</u> duty-free lunch period. They <u>Bargaining unit members</u> may leave the building during the <u>their scheduled</u> lunch period by notifying the principal or designee and using the sign-out sheet <u>a method designated by the Superintendent or designee.</u></p>
Article 5.2 Duty-Days <u>Workdays</u>	<p><u><i>Mutually accepted.</i></u></p> <p>B. The duty-day <u>Workdays</u> for all 42 <u>twelve (12)-month</u> secretarial, maintenance, and custodial employees shall be no longer than eight (8) hours, which includes inclusive of 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. <u>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.</u></p>
Article 5.2 Duty-Days <u>Workdays</u>	<p><u><i>Mutually accepted.</i></u></p> <p>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 three hour early dismissal days within the school calendar in January and March. The duty day for all unit members, except custodians, shall begin not later than 8:00 a.m. on those two days.</p> <p><u>Except when school is delayed due to inclement weather, All all bargaining unit members shall be released two and one-half (2.5) hours early on the duty days workdays preceding the Thanksgiving and Christmas holiday holidays, except cafeteria assistants who shall be released one (1) hour and fifteen (15) minutes early.</u></p>
Article 5.4 Protection of Employees	<p><u><i>Mutually accepted.</i></u></p> <p>A. The Board assures <u>bargaining unit members</u> 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 <u>pursuant to its anti-discrimination policy.</u></p>
Article 5.4 Protection of Employees	<p><u><i>Mutually accepted.</i></u></p> <p>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.</p>

	<u>A bargaining unit member, absent from work as a result of assault or personal injury occurring in the course of his/her employment, may apply for Worker's Compensation. In accordance to State Law pertaining to Workers' Compensation, the bargaining unit member shall be paid for the period of such absence without loss of sick leave.</u>
Article 5.6 Satelliting	Effective with the 2007-2008 school term, a <u>A Cafeteria Assistant assigned as Person in Charge shall be paid one dollar (\$1.00) per hour over and above the salary of a regular cafeteria assistant.</u> Effective with the 2006-2007 school term, the 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 10.1 Personal Leave	<p>B. Personal Leave <i>as added</i></p> <p>Each <u>bargaining</u> 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 <u>bargaining</u> unit member, up to two (2) days will be accumulated as personal leave days.</p> <p>The maximum number of personal leave days a <u>bargaining</u> 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, immediately preceding or following a school holiday, nor during <u>or</u> mandated student assessment days. <u>Personal leave on such days shall require administrative approval.</u></p> <p><u>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 and has accumulated up to two (2) personal leave days from the prior year. 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.</u></p>
Article 10.3 Civil Leave	A <u>bargaining</u> unit member subpoenaed to appear in court <u>for a work-related matter</u> or serve on jury duty shall be granted leave without loss of pay. A copy of the court summons, subpoena, or letter from the court requesting the <u>bargaining</u> unit member's presence must be submitted to the principal <u>administration</u> . When a <u>bargaining</u> unit member is scheduled to be absent and such appearance in court is negated or the <u>bargaining</u> unit member is excused in such time to return to his/her work site for the remainder of his/her duty day <u>workday</u> , the <u>bargaining</u> unit member is required to do so.
Article 10.5 Severance Pay Upon Retirement	<p><u>Mutually accepted.</u></p> <p>Upon a unit member's retirement, he/she shall receive twenty (20) <u>thirty (30)</u> 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) <u>thirty (30)</u> for each unused day of sick leave accumulated up to one hundred and fifty (150) days maximum.</p>

<p>Article 10.6 Family Medical Leave Act</p>	<p><u><i>Mutually accepted.</i></u></p> <p>The Board will <u>shall</u> pay its share of the premiums for up to a total of twelve (12) weeks per year during <u>an</u> approved; qualifying leave in accordance with <u>the Family Medical Leave Act, FMLA of 1993</u> for teachers with at least one year of experience with the Garrett County Board of Education.</p>
<p>Article 10.7 Sabbatical Leave</p>	<p><u><i>Mutually accepted.</i></u></p> <p>he 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:</p> <ol style="list-style-type: none"> 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 32 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. <p><u>Upon written request, the Superintendent of Schools may recommend to the Board that such leave be granted to not fewer</u></p>

than one (1) bargaining unit member during a given school year for full-time study, including study in another area of specialization, or for travel, research or other educational endeavors that will be of value to the school system, subject to the following conditions:

A. If there be are sufficient qualified applicants, sabbatical leave shall be granted to not fewer than one (1) bargaining unit member during a given school year.

2. Requests for sabbatical leave must be received by the Superintendent in writing, in such form as may be required, no later than March 1 of the school year preceding the year for which the sabbatical leave is requested. An applicant who intends to pursue a program other than formal study must present a comprehensive proposal of the proposed program.

3. The bargaining unit member has completed at least five (5) full years of service in the Garrett County School System.

4. A bargaining unit member on sabbatical leave [either for one-half (1/2) of a school year or for a full school year] shall be paid by the Board at one-half (1/2) the salary rate which the bargaining unit member would have received if the bargaining unit member had remained on active duty, provided that such bargaining unit member agrees to return to employment in the Garrett County School System for a period of two five (5) years.

5. Upon return from sabbatical leave, a teacher bargaining unit member shall be placed on the salary schedule at the level which the teacher bargaining unit member would have achieved had the bargaining unit member remained actively employed in the system during the period of absence. The teacher bargaining unit member shall be restored to the same position, if requested in writing, by April 1 or thirty (30) days prior to the date of return is less than one (1) year. All other conditions of employment provided to active teacher bargaining unit member shall also be restored.

6. Group hospitalization and medical insurance, including disability income protection and group term life insurance, will shall continue while on sabbatical leave.

7. An agreement will shall be signed by the participating partners. Individuals Successful applicants must indicate within thirty (30) days of being awarded the sabbatical that they plan to accept and agree to the terms of the sabbatical. If an individual should decline the sabbatical before August 1, the sabbatical will shall be offered to another qualified applicant with the priority given on the basis of the number of years with the Garrett County School System. If the teacher receiving sabbatical leave does not return to employment within the Garrett County School System for two (2) years, the agreement will require the teacher 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 teacher does not fulfill the agreement. Should the bargaining unit member receiving sabbatical leave voluntarily separate his/her employment or has his/her employment separated for cause within five (5) years after returning from leave, the bargaining unit member shall be required to pay the Garrett County Public Schools a prorated portion [each of the five (5) years shall equate to twenty percent (20%)] of the sabbatical leave amount paid on his/her behalf. Such payment shall be made within one (1) year of his/her separation from employment.

<p>Article 10.8 Association Leave</p>	<p><u>Mutually accepted.</u></p> <p>Elected delegates, not to exceed the MSEA <u>Maryland State Education Association (MSEA)</u> formula for delegates, shall be granted one day of professional leave to attend the MSEA convention each year. As long as the county staff development day and the MSEA convention are held at the same time, unit members <u>Association members</u> shall be granted professional leave to attend the MSEA 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 MSEA convention.</p> <p><u>GCEA may grant Association leave to any Association member from its total allotment of twenty (20) days. It is understood that Unit I and Unit III shall share the aforementioned total allotment of twenty (20) Association days.</u></p>
<p>Article 10.9 Flex Time NEW</p>	<p><u>To the extent possible, an employee may flex up to two (2) hours within a work week for the transaction of personal business which cannot be attended to during any other time. Flextime shall not reduce the total number of hours of a regularly scheduled work week or be used to create overtime.</u></p> <p><u>Should an employee wish to flex his/her time, as described above, he/she must submit a written request to the Superintendent or designee within one (1) week of the desired leave. Said request must have administrative approval prior to being taken.</u></p> <p><i>FCM</i> <u>It is understood that flextime is intended to be an exception within a regularly scheduled work week and shall not be misconstrued to permanently adjust an employee's work schedule. A flextime request cannot negatively affect the workload or productivity of co-workers either by shifting burdens or creating delays and additional steps in the work flow.</u></p> <p><u>Additionally, flextime is not appropriate for all positions, or in all settings, or for all employees. Employees who have administratively-identified concerns with punctuality, attendance, and/or other performance concerns, or who require close supervision, shall not be eligible for flextime.</u></p>
<p>Article 13.1 Salaries</p>	<p>A. 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. A twenty-six (26) check pay schedule shall be used to distribute pay every two (2) weeks, except in those years when the financial calendar requires a different pay schedule. The Board shall provide bargaining unit members with timely notification of the pay schedule via a payroll calendar.</p> <p>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.</p> <p>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</p>
<p>Article 13.3 Reimbursement</p>	<p><u>Mutually accepted.</u></p> <p>B. <u>In order to be entitled to reimbursement, the bargaining unit member must meet the following conditions:</u></p>

	<p><u>1. The bargaining unit member must be employed with the Board of Education. He/she must be actively employed to receive reimbursement for classes taken during the summer.</u></p> <p><u>2. Credits must be earned at an accredited institution.</u></p> <p><u>3. A grade of "B" or better must be earned in the course or a passing grade in a pass/fail course.</u></p> <p><u>4. Credits earned must contribute toward the securing a Bachelor's Degree and/or obtaining of a Maryland teaching certificate.</u></p> <p><u>5. Any courses not covered in Item 4 must have prior approval, in writing, from the Office of Human Resources and Employee Relations.</u></p> <p><u>6. Claims for reimbursement must be submitted by September 15, January 15, and June 15 of each school year. Reimbursement shall be made during the following month.</u></p> <p><u>7. Any financial assistance or allowance received for tuition from any source shall be deducted from the amount the bargaining unit member would have been reimbursed according to the guidelines above.</u></p> <p><u>8. Should the bargaining unit member receiving tuition reimbursement for a Bachelor's Degree or a Maryland teaching certificate voluntarily separate his/her employment or has his/her employment separated for cause within five (5) years of degree completion, the bargaining unit member shall be required to pay the Garrett County Public Schools a prorated portion [each of the five (5) years shall equate to twenty percent (20%)] of the tuition reimbursement paid on his/her behalf. Such payment shall be made within one (1) year of his/her separation from employment.</u></p> <p><u>C. License Fees</u> <u>Accept as proposed in GCEA's Package #1 (undated)</u></p>
Article 13.4 Overtime	<p><u>Mutually accepted.</u></p> <p>A. When deemed necessary by the <u>a designated</u> supervisor, a <u>bargaining</u> unit member may be asked to work overtime. Overtime is defined as working hours of <u>bargaining</u> 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 <u>shall</u> be paid at one and one-half (1 1/2) of the hourly rate <u>compensated in accordance with the Fair Standards Labor Act</u>. 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 UNITMEMBERS Superintendent Finance Pony Express Principal or Other Supervisor Secretaries/Clerks with approval of Assistant Superintendent Principal</p>

	<p>w/approval of Director Custodians of Maintenance and Operations Director of Maintenance and Operations Maintenance Food Service Coordinator Food Service with approval of Superintendent</p> <p>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.</p>
Article 13.5 Salaries	<u>1 step, if applicable, effective July 1, 2015 1.5% applied to base salaries effective July 1, 2015.</u>
Article 14.2 Successor Agreement and Reopeners	<p>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).</p> <p><u>Negotiation sessions shall not begin later than December 1 of any given year in which bargaining is an option. Failure by one party to begin the process in good faith by December 1 shall waive that party's right to bargain during the upcoming year, unless otherwise agreed to in writing.</u></p>
Article 14.5 General Provisions	<p><u>Mutually accepted.</u></p> <p>A. The provisions of this agreement shall become effective July 1, 2012, and shall remain in full force and effect until June 30, 2015. For fiscal year FY 13, 14, 15, negotiations will be reopened and limited to wages and health benefits and two (2) non-monetary articles, each year, selected by each respective party included in the agreement. Items selected must be mandatory items of negotiation or permissive items that both parties agree to negotiate.</p> <p><u>For FY16, FY17, and FY18, negotiations may be reopened each year upon written request by a party in accordance with Article 14.2 and, if so, limited to wages, fringe benefits, and two (2) articles which shall be selected by each respective party. Items selected must be mandatory items of negotiation or permissive items that both parties agree to negotiate.</u></p> <p>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 _____</p> <p>Signed this _____ day of _____, 2012</p> <p>B. The provisions of this Agreement shall become effective July 1, 2012 <u>2015</u>, shall and remain in full force and effect until June 30, 2015 <u>2018</u>, or until superseded by a new agreement.</p> <p>IN WITNESS WHEREOF, the parties hereto have caused this document to be executed by their duly authorized officers the day of</p>

Tentatively agreed to on April 7, 2015.

Evan West, Chief Negotiator for GGEA (Support)

Tim Thornburg, Chief Negotiator for the Board of Education

April 7, 2015

CONFIDENTIAL

Page 9 of 9

The undersigned acknowledge that tentative agreement was reached during FY 2016 negotiations 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, 2015, 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 *2012-2015 Comprehensive Agreement between the Garrett County Board of Education and the Garrett County Teachers Association (Support Personnel)*, effectuated May 14, 2012; FY 2014 contract modifications effectuated June 11, 2013; and FY 2015 contract modifications effectuated May 13, 2014. 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 12th day of May 2015.

FOR GARRETT COUNTY
EDUCATION ASSOCIATION (SUPPORT PERSONNEL)

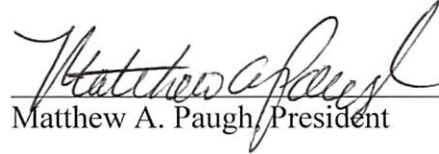


Michael Pula, President

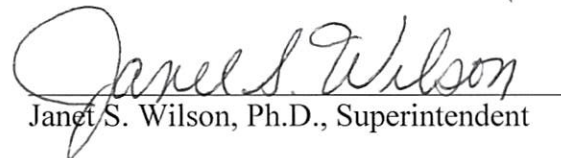


Maria Zumpano-Lipscomb, Secretary

FOR GARRETT COUNTY BOARD OF EDUCATION



Matthew A. Paugh, President



Janet S. Wilson, Ph.D., Superintendent