

CONFIDENTIAL



GCEA (CERTIFICATED) NEGOTIATIONS
Board Package #3

NOTE: The following Board proposals are presented strictly as a package and cannot be separated by the GCEA Team for the purpose of consideration or acceptance. Therefore, Board Package #3 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.

ISSUES	BOARD PROPOSALS
Definitions	Mutually Accepted VII. Temporary Employees <u>Accept as proposed in GCEA Package #2 dated March 18, 2015</u>
Article III Working Conditions	Mutually Accepted A. Duty Day Workday 3. <u>Accept as proposed in GCEA Package #2 dated March 18, 2015</u> 4. <u>Accept as proposed in GCEA Package #2 dated March 18, 2015 (with minor edit of "On days when students are dismissed due to inclement weather, bargaining unit members....")</u> 6. <u>Accept as proposed in GCEA Package #2 dated March 18, 2015 (with minor edit of "an absence")</u>
Article III Working Conditions	B. Preparation Time- Accept as printed below 2. All elementary teachers shall be provided, during each duty week, with not less than 225 minutes per week during the <u>student day in increments of not less than thirty (30) minutes on a regularly scheduled student day.</u> 3. <u>Traveling bargaining unit members shall be granted planning time equal to that of bargaining unit members at one (1) worksite to which they are primarily assigned. Travel time shall be exclusive of planning time.</u>

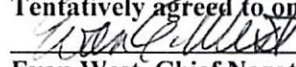
Article III Working Conditions	<p>Accepted with Minor Edit</p> <p>New C. Planning Time and Workload Committee <u>The Superintendent and GCEA shall form an advisory work group to examine planning time and teacher-bargaining unit member workload. This group shall be comprised of five (5) bargaining unit 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 III Working Conditions	<p>Mutually Accepted</p> <p>D. Duty Year <u>Accept as proposed in GCEA Package #2 dated March 18, 2015 (with deletion of 4b, correction of "Three (3) days" in 4c, and minor edit of "year" in 4g)</u></p>
Article III Working Conditions	<p>Mutually Accepted</p> <p>F. Classroom Assistants <u>Accept as proposed in GCEA Package #2 dated March 18, 2015</u></p>
Article IV Personal Leave	<p>B. Personal Leave 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 or mandated student assessment days. Personal leave on such days shall require administrative approval.</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. 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 unless otherwise approved by administration.</u></p> <p><u>On occasion, a bargaining unit member may be granted up to two (2) hours of administrative leave, without reduction in pay, for the transaction of personal business that cannot be accomplished other than during the duty day. In the event coverage is needed, the bargaining unit member must make such suitable arrangements for coverage of his/her duties and responsibilities. Said request for administrative leave must be made in writing at least one (1) day prior to the start of the</u></p>

	<u>desired leave, except in the event of an emergency, and include an explanation of the suitable coverage which the bargaining unit member has arranged.</u>
Article IV Leaves	<p>Mutually Accepted</p> <p>A. Sick Leave</p> <p>3. <u>Accept as proposed in GCEA Package #1 (undated) (Pay of Unused Sick Leave)</u></p> <p>7. <u>Accept as proposed in GCEA Package #2 dated March 18, 2015</u></p>
Article IV Leaves	<p>Mutually Accepted</p> <p>E. Sabbatical Leave</p> <p><u>Accept as proposed in GCEA Package #2 dated March 18, 2015</u></p>
Article IV Leaves	<p>Mutually Accepted</p> <p>H. Association Leave</p> <p>1. <u>Accept as proposed in GCEA Package #1 (undated)</u></p> <p>2. <u>Accept as proposed in GCEA Package #1 (undated)</u></p>
Article IV Leaves	<p>J. Civil Leave</p> <p>1. A teacher <u>bargaining unit member</u> 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 teacher's <u>bargaining unit member's</u> presence must be submitted to the principal <u>administration</u>.</p> <p>2. When a teacher <u>bargaining unit member</u> is scheduled to be absent and such appearance in court is negated or the teacher <u>bargaining unit member</u> is excused in such time to return to his/her work site for the remainder of his/her <u>duty-day workday</u>, the teacher <u>he/she</u> is required to do so.</p>
Article IV Leaves	<p>Mutually Accepted</p> <p>K. Family Medical Leave Act</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>

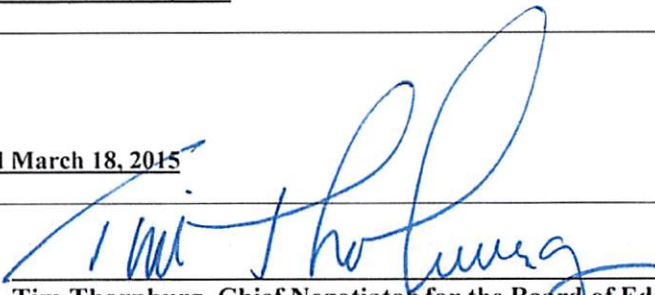
<p>Article VII Professional Development</p>	<p>B. Conditions of Reimbursement In order to be entitled to reimbursement, the teacher bargaining unit member must meet the following conditions:</p> <ol style="list-style-type: none"> 1. The teacher bargaining unit member must be under contract to with the Board of Education. The teacher must be teaching in Garrett County actively employed to receive reimbursement for classes taken during the summer. 2. Credits must be earned at an accredited institution. 3. A grade of "C" "B" or better must be earned in the course or a passing grade in a pass/fail course. 4. Credits earned must contribute toward the securing and/or renewal of the Standard Professional Certificate, toward the securing or renewal of an Advanced Professional Certificate, or toward the securing of an advanced degree in education or graduate courses in education or field of teaching. 5. Any courses not covered in Item 4 must have prior approval, in writing, of the person responsible for certification in the Board of Education Office from the Office of Human Resources and Employee Relations. 6. Claims for reimbursement must be submitted by September 15, January 15, and June 15 of each school year. Reimbursement will shall be made during the following month. 7. Any financial assistance or allowance received for tuition from any source will shall be deducted from the amount the teacher would have been reimbursed according to the guidelines above. 8. <u>Should a bargaining unit member currently receiving tuition reimbursement for a Doctoral Degree voluntarily separate his/her employment or has his/her employment separated for cause within three (3) years after degree completion, the bargaining unit member shall be required to repay the Garrett County Public Schools any tuition reimbursement paid on his/her behalf during the three (3) years preceding the date of separation. Such payment shall be made within one (1) year of his/her separation from employment.</u>
<p>Article XII Protection of Teachers</p>	<p><u>Accept as proposed in GCEA Package #2 dated March 18, 2015</u></p>
<p>Article XIV Fringe Benefits</p>	<p>NEW F. <u>The Superintendent and GCEA shall form an advisory work group to discuss healthcare and wellness efficiencies pertaining to bargaining unit members. 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> <p><u>It is understood that the five (5) bargaining unit members appointed by the GCEA may include both Unit I and Unit III Association members.</u></p>

Article XVI Salaries	<p>A. Effective July 1, 1992, a <u>A</u> twenty-six (26) check pay schedule will <u>shall be used to distribute pay</u> every two (2) weeks, <u>except in those years when the financial calendar requires a different pay schedule on Wednesdays. The Board shall provide bargaining unit members with timely notification of the pay schedule via a payroll calendar.</u></p> <p>B. In the event that schools are closed on a scheduled 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>G. 1 step, if applicable, effective July 1, 2015</p>
Article XVIII General Provisions	<p>D. Negotiations and Ratifications</p> <p>1. <u>If categories which contain request for funds to support items in this Agreement are reduced, further negotiations shall begin within ten (10) days and continue to a conclusion. The terms and conditions of this agreement shall take effect July 1, 2015, remain in effect through June 30, 2018, until superseded by a successor agreement, except as indicated in the following fiscal years:</u></p> <p><u>For FY16, FY17, and FY18, negotiations may be reopened each year upon written request by a party in accordance with Article XVIII (E) 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>E. Successor Agreement Every effort will be made to begin negotiations not later than January 15 <u>Negotiation sessions shall not begin later than December 1 of any given year in which bargaining is an option, unless agreed upon in writing otherwise.</u> Negotiation session shall be closed meetings, held as frequently as necessary at a time other than the regular school day for students.</p> <p>F. Impasse Procedures <u>Accept as proposed in GCEA Package #2 dated March 18, 2015</u></p>
Article XIX Duration	<p>Mutually Accepted</p> <p>B. <u>Accept as proposed in GCEA Package #2 dated March 18, 2015</u></p>
Addendum I	<p>Mutually Accepted</p> <p>SICK LEAVE BANK</p> <p><u>Accept as proposed in GCEA Package #2 dated March 18, 2015</u></p>


Tentatively agreed to on March 26, 2015.


Evan West, Chief Negotiator for GCEA (Teachers)


March 26, 2015


Tim Thornburg, Chief Negotiator for the Board of Education

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The undersigned acknowledge that tentative agreement was reached during FY 2016 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, 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 (Teachers)*, 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 (Teachers)*.

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.

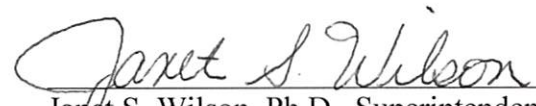
FOR GARRETT COUNTY
EDUCATION ASSOCIATION (TEACHERS)


Michael Pula, President


Maria Zumpano-Lipscomb, Secretary

FOR GARRETT COUNTY BOARD OF EDUCATION


Matthew A. Paugh, President


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