

## GCEA (TEACHERS) NEGOTIATIONS

***NOTE:** The following Board proposals are presented strictly as a package and cannot be separated by the GCEA (Teachers) 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                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |
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| Article III<br><br>Working Conditions                   | <b>B. Preparation Time</b><br>4. Current contract language.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |
| Article III<br><br>Working Conditions                   | <b>H. Planning and Workload Committee</b><br>The Superintendent and GCEA shall form an advisory <del>work-group</del> <b>Planning and Workload Committee</b> to examine planning time and bargaining unit member workload. This <del>group</del> <b>committee</b> shall be comprised of <del>five (5)</del> <b>seven (7)</b> bargaining unit members appointed by the GCEA President and <del>five (5)</del> <b>seven (7)</b> members <b>employees (either bargaining unit members or administrative employees)</b> appointed by the Superintendent. <u>Not later than January of each calendar year, This group the committee shall make non-binding written recommendations to the Superintendent for potential action not later than January 2016.</u>                                                                                                                                                                                                   |
| Article III<br><br>Working Conditions<br><br><b>NEW</b> | <b><u>I. Curriculum Changes</u></b><br><br><b><u>1. Bargaining unit members who are expected to implement new curricula, techniques, and/or strategies shall be given an opportunity to participate in training within a reasonable period of time prior to implementation.</u></b><br><br><b><u>2. Materials and texts necessary for implementation shall be available to the bargaining unit members at least thirty (30) days prior to the implementation date.</u></b><br><br><b><u>3. Adequate time, as defined by administration, shall be scheduled for bargaining unit members to prepare and plan for implementation.</u></b><br><br><b><u>4. It is understood that such new curricular, techniques, and/or strategies shall not include those which a supervisor recommends to a bargaining unit member or group of bargaining unit members (grade-level, team, department, etc.) in order to bring about immediate instructional change.</u></b> |

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| <p>Article IV</p> <p>Leaves</p>            | <p><b>B. Personal Leave</b></p> <p>Each bargaining unit member shall be entitled to <del>three (3)</del> <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><b>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.</b></u></p> <p><del>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.</del> 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> <p>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 desired leave, except in the event of an emergency, and include an explanation of the suitable coverage which the bargaining unit member has arranged.</p> |
| <p>Article XIII</p> <p>Fringe Benefits</p> | <p><u><b>FY17</b></u></p> <p><u><b>Implement plan design changes according to the Garrett County Employees Healthcare Plan Coalition (See Attachment.)</b></u></p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |

| ARTICLE<br>ARTICLE                                    | BOARD PROPOSAL<br>BOARD PROPOSAL                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |
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| Article XIII<br><br>Fringe Benefits                   | <p><u>F.</u><br/> <del>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.</del></p> <p>It is understood that the five (5) bargaining unit members appointed by the GCEA may include both Unit I and Unit III Association members.</p> <p><u>Health and Wellness Committee</u><br/> <u>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.</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 XIII<br><br>Fringe Benefits<br><br><b>NEW</b> | <p><u>G. Flexible Spending Accounts</u></p> <ol style="list-style-type: none"> <li><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></li> <li><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></li> <li><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></li> </ol>                                                                                                                                                                                                                                                                                                                                                                                                                                      |



| ARTICLE                                          | BOARD PROPOSAL                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |
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| <p>Article IX</p> <p>Transfers and Vacancies</p> | <p><b>C. Announcement of Vacancies</b></p> <p>1. The Superintendent <u>or designee</u> shall forward to each school for posting on a designated secure site <u>post the</u> announcements of vacancies in administrative-supervisory staff, special projects or programs which are state or federally funded, and new positions, indicating <u>and indicate the</u> minimum requirements needed, as well as duties and responsibilities, qualifications, and salary, at least <del>ten (10)</del> <u>eight (8)</u> days in advance of filling vacancies. The Superintendent, or designee, shall <u>also</u> advertise all non-classroom Unit I positions.</p> <p>2. Teachers <u>Bargaining unit members</u> who wish to apply must do so in writing <u>via the school system's electronic application process</u> within the advertised time period.</p> <p>3. <del>Vacancies that are posted shall be posted on the Board of Education's website <a href="http://www.ga.k12.md.us">www.ga.k12.md.us</a>.</del></p> <p>4. <del>Copies of vacancy and new position announcements shall be provided the Association.</del></p> <p>5. <del>Announcements of vacancies and new positions shall be made through appropriate Board communications.</del></p> |
| <p>Article XI</p> <p>Protection of Teachers</p>  | <p><b>B.</b></p> <p>A bargaining unit member, absent from work as a result of assault <del>or personal</del> <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>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |
| <p>Article XV</p> <p>Salaries</p>                | <p><u>FY17</u></p> <p>(A) <u>\$500 one-time stipend, and</u></p> <p>(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                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |
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| Article XVIII<br>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, 2021, 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 XV(E), 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 Party. Items selected shall be mandatory items, as stipulated by State Law, or permissive items agreed upon by the Parties.</u></p> |

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 (Teachers)*, 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 (Teachers)*.

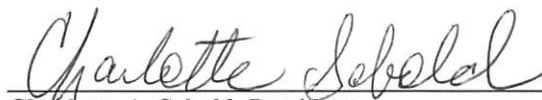
IN WITNESS WHEREOF, the Parties hereto have caused this document to be executed by their duly authorized officers on this 13<sup>th</sup> day of September 2016.

FOR GARRETT COUNTY  
EDUCATION ASSOCIATION (TEACHERS)



Patrick Damon, GCEA President

FOR GARRETT COUNTY BOARD OF EDUCATION



Charlotte A. Sebold, President



Maria Zumpano, GCEA Secretary



Barbara L. Baker, Interim Superintendent

August 2016.