

# GCEA (SUPPORT) NEGOTIATIONS

## Amendments to 2018-2021 Comprehensive Agreement

Article	Tentative Agreements
3.Association Rights 9.Board Meetings	<p><i>The Association will be provided a place on the agenda so long as the Association notifies the Superintendent of its desire to have a place on the upcoming agenda no less than eight (8) duty days in advance. If the eight (8) day notice is not given, the Board will attempt to provide the Association a place on the agenda.”</i></p> <p>The Association may refer to the Garrett County Public Schools website or BoardDocs for Board Meeting agendas and minutes. The agendas are available one week in advance of the scheduled Board Meetings. The minutes are not available until the Board approves them at the following Board Meeting.</p>
3.Association Rights New 11	<p>There will be no reprisals of any kind taken against any unit member for reasons of his/her membership in the Association, participation in any of its activities, <b>or for exercising his/her rights under this agreement.</b></p>
3.Association Rights New 12	<p>The Association will be permitted to participate in any new employee orientation meetings at the beginning of each school year.</p>
4. Grievance Procedures Step 4	<p><b>Salaries 13.1</b> <b>New E. Professional Development</b> Unit members who volunteer to work additional hours/days beyond their normal duty day/year shall be paid twenty-one (21) dollars per hour.</p>
5. Working Hours and Working Conditions 2 Duty Day B.	<p>B. <i>“Workdays for all 12 month secretarial, maintenance, and custodial employees shall be no longer than eight (8) hours, <u>inclusive of a forty-five (45) minute paid duty-free lunch period.</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.”</i></p>

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<p>5. Working Hours and Working Conditions 2 Duty Day D.</p>	<p><i>Except when school is delayed due to inclement weather, all bargaining unit members shall be released two and one-half (2.5) hours early on the workdays preceding the Thanksgiving and Christmas holidays, except cafeteria assistants who shall be released one (1) hour and fifteen (15) minutes <b>early and two other early dismissal days determined by Supervisor.</b></i></p>
<p>5. Working Hours and Working Conditions New. 7. Compensation Time</p>	<p><i>“Cafeteria workers will be paid for the actual number of hours they work, or, three hours, whichever is greater for days when schools are closed immediately following a delayed opening announcement.”</i></p>
<p>6. Employee Rights 1. Discipline and Discharge</p>	<p><i>“Upon completion of her/his probation, no unit member will be discharged, disciplined, or reprimanded without just cause. At any time during the probationary period, an employee may be terminated without said termination being subject to the grievance procedure of this Agreement.”</i></p> <p>“All new unit members shall serve a probationary period of one (1) calendar year, unless extended with notice. The Superintendent may extend the probationary period for an additional half calendar year if conditions warrant such an extension.”</p>
<p>6. Employee Rights 3 Reduction In Force</p>	<p><i>“Seniority shall mean a unit member's length of continuous service since her/his last date of hire in the Garrett County Public Schools, which is the date the employee was approved by the <b>Superintendent</b>, and shall include time on approved leave or layoff. If two or more unit members are hired on the same date, a random selection process shall occur with all affected employees present to establish their placement on the seniority list. Their place on the seniority list shall remain the same throughout their employment with the Garrett County Board of Education.</i></p>
<p>6. Employee Rights New 6</p>	<p><b>Unit member shall not be disciplined or reprimanded in the presence of students, parents, other employees, or members of the public, with the exception of the employee’s or employer’s representative.</b></p>

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<p>6. Employee Rights New 7</p>	<p>III. Working Conditions H. Workload/Evaluation Committee</p> <p><i>“The Superintendent and GCEA shall form an advisory work group to examine bargaining unit member workload <b>and the evaluation process</b>. 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 and the GCEA president.”</i></p>
<p>8. Vacancies 1. Posting</p>	<p><b>When a vacancy occurs, a vacancy announcement will be posted on the designated secure site linked to the GCPS website at <a href="http://www.garrettcountyschools.org">www.garrettcountyschools.org</a>. The announcement will indicate the closing date which shall be no sooner than eight (8) calendar days following the posting date. Those who wish to apply must do so through the application process within the advertised time period.</b></p>
<p>9. Leaves 1. Annual Allowances</p>	<p><i>“During the first year of employment in Garrett County and during each successive year thereafter, each bargaining unit members shall accrue fourteen (14) days of leave per year, in which the bargaining unit member is entitled to the flexibility of using sick leave in the following manner (family illness, self-sick, and up to <b>five (5)</b> personal days).”</i></p>
<p>9. Sick Leave 2 [Maternity Leave] <b><u>Parental Leave Of Absence</u></b></p>	<p>A.” <i>Female unit members may use <b>any or all</b> accumulated leave during pre and post-natal care for that period of time she is temporarily disabled, as determined by the unit member and her physician.</i></p> <p>B. <i>Unit members desiring to use <b>any or all</b> accumulated leave during a period of pregnancy or post-natal care should state this in writing to the <b>Office of Human Resources and Employee Relations</b> using the FMLA paperwork.</i></p> <p>C. <i>Unit members who use <b>any or all</b> accumulated leave as a temporary disability during pre- and post-natal care must return to active service as soon as her physical health permits according to her physician; unless she requests a leave of absence without pay or she resigns.</i></p>

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*D. [Female unit members who use only accumulated sick leave as a temporary disability during pre and post-natal care shall be guaranteed, upon return, the position held prior to such leave.]*

*E. Any non-probationary female unit member who does not wish to use **any or all** accumulated leave during pre- and/or post-natal care shall be granted a leave of absence without pay provided that a reasonable notice in writing to the **Office of Human Resources and Employee Relations** is made in advance.*

*F. Unit members using a leave of absence without pay for pre-natal care, adoption, post-natal care and/or child rearing (not to exceed a period of one (1) year in duration and taken within the first year after birth or adoption) shall have the opportunity to continue benefit programs provided to unit members. **Unit members with at least one (1) year of experience with the Garrett County Board of Education will be required after the first twelve (12) weeks to assume the Board's share of the premium in addition to any premiums he/she theretofore paid for dependent coverage.** Provided that a written, advanced request is made to the **Office of Human Resources and Employee Relations** the employee on such leave will be offered employment upon expiration of the leave in the first available position in their classification for which they are qualified. The request should be made at least thirty (30) days prior to the return and should include the anticipated date of return. If the return is within ninety (90) duty days and such return is stipulated at the beginning of the leave, the same position shall be offered.*

*G. Adoptive parents may use up to **twelve (12) weeks in compliance with Family Medical Leave Act (FMLA)** of any and all accumulated leave for the purpose of adoption and/or bonding.*

*H. If using combined sick leave and leave without pay unit member who have at least one (1) year experience with the Garrett County Board of Education will have premiums paid for a total of twelve (12) weeks per year in accordance with the terms of the FMLA, **and have their position held prior to such leave.***

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<p>9. Leaves 3 Annual Notification</p>	<p><i>“The Board agrees that unit members will be notified as to the number of accumulated sick leave days annually <b>on the employee portal.</b>”</i></p>
<p>9 Leaves 4. Illness In Immediate Family</p>	<p><i>A. “A unit member may be granted a leave of absence without pay for up to one (1) year to care for a seriously ill member of his/her immediate family when such illness is certified by the health care provider of the family member. <b>Unit members with at least one (1) year of experience with the Garrett County Board of Education will be required after the first twelve (12) weeks to assume the Board’s share of the premium in addition to any premiums he/she theretofore paid for dependent coverage.</b> The member may request upon expiration of such leave to be assigned to the first available position within their employee classification for which they are qualified. The request should be made to the <b>Office of Human Resources and Employee Relations</b> at least thirty (30) days prior to the return and should include the anticipated date of return. If the return is within ninety (90) duty days and such return is stipulated at the beginning of the leave, the same position shall be offered.”</i></p>
<p>10. Other Leaves 4. Leaves Of Absence Without Pay</p>	<p><i>A. “A leave of absence without pay, not to exceed one (1) year, may be granted to a unit member for a prolonged personal illness (supported by a medical certificate from the person's physician). Such unit member may participate in the insurance benefit program, <b>if they qualify for FMLA, and after the first twelve (12) weeks, will be required to assume the Board's share of the premium in addition to any premiums he/she theretofore paid for dependent coverage.</b> If approved by the Retirement System, the employee may continue to contribute toward his/her retirement programs, if applicable. The unit member on leave will be offered the first available position within their employee classification for which they are qualified provided that a written notification is submitted to the <b>Office of Human Resources and Employee Relations</b> at least 30 days prior to the date of return. If the unit member returns in 90 days and states such intent to return in writing at the beginning of the leave, the employee may return to his/her same position.</i></p> <p><i>B. A leave of absence without pay, not to exceed one (1) year, may be granted to a unit member for the purpose of study <b>and after the first twelve (12) weeks, will be required to assume the Board's share of the premium in addition to any premiums</b></i></p>

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	<p><i>he/she theretofore paid for dependent coverage. The unit member may also continue payment toward the Retirement System if approved by the Retirement System. The employee on leave will be offered the first available position for which he/she qualifies in their employee classification upon written notice by June 1 or 30 days prior to the date of return.</i></p> <p><i>C. Political leave shall be for a period not to exceed one (1) year or the length of the elected office and be for a continuous time period. The unit member on leave will be offered the first available position for which he/she qualifies upon written notice by June 1 or 30 days prior to the date of return. Save in emergencies, requests for such leave must be submitted to the <b>Office of Human Resources and Employee Relations</b> at least thirty (30) days in advance of the requested leave date.”</i></p>
10.Other Leaves New 10	<p>Personal Leave:  <i>“Each bargaining unit member shall be entitled to <b>five (5)</b> days of personal leave per year with pay and chargeable to sick leave. Provided these days are not used by a bargaining unit member, up to two (2) days will be accumulated as personal leave days.”</i></p>
10. Other Leaves New 11	<p><i>“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.”</i></p>
13.1.Salaries           13.7 Salaries New	<p>FY2019 Healthcare Benefits Options with Corresponding Salary Increase</p> <p><b>1 Step WITH 1.0% COLA to Salary Scales effective 7/1/18</b>  Change to Healthcare:  <b>In lieu of the Spousal Surcharge replace the fee with a Distribution Surcharge</b></p> <p><i>“The Superintendent and GCEA shall form a <b>Joint Commission to examine the employee compensation packages for GCBOE</b>. This group shall be comprised of <b>three (3)</b> bargaining unit members appointed by the GCEA President and <b>three (3)</b> members appointed by the Superintendent. This group shall make non-binding recommendations to the Superintendent.”</i></p>

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14 General Provisions 3 Distribution	<i>An electronic copy of this Agreement will be provided to each unit member in the negotiating unit that has an email account with the Garrett County Board of Education. The comprehensive agreement will be posted on the Human Resources page of the Board and the Association's website."</i>
14 General Provisions 5. Duration	<i>A. "For [FY 16, FY17, FY18] <b>FY 19, FY, 20, FY 21</b>, 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. B. The provisions of this Agreement shall become effective July 1, [2015] <b>2018</b>, and remain in full force and effect until June 30, [2018] <b>2021</b>, or until superseded by a new agreement."</i>

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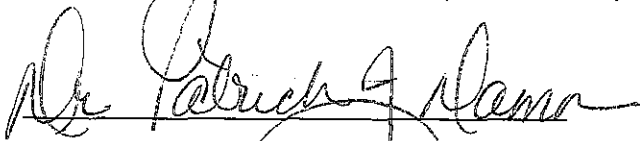
### XIX. DURATION

The undersigned acknowledge that tentative agreement was reached during FY 2018 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, 2018, and remain in full force and effect through June 30, 2021, or until superseded by a new agreement in writing. The aforementioned modifications supplement the *2018-2021 Comprehensive Agreement between the Garrett County Board of Education and the Garrett County Teachers Association (Teachers)*, effectuated May 31, 2018.

IN WITNESS WHEREOF, the Parties hereto have caused this document to be executed by their duly authorized officers on this 31<sup>st</sup> day of May 2018.

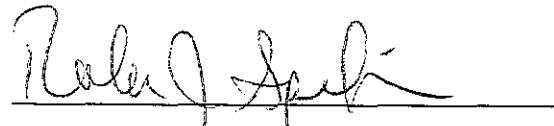
FOR GARRETT COUNTY

EDUCATION ASSOCIATION (TEACHERS)



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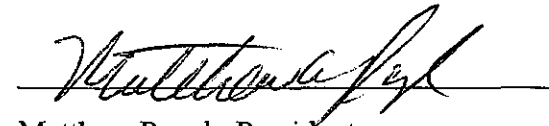
Patrick Damon, President



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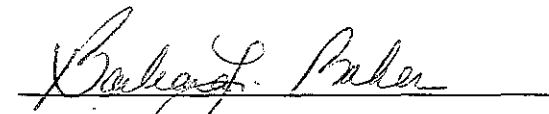
Robin Spiker, Secretary

FOR GARRETT COUNTY BOARD OF EDUCATION



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Matthew Paugh, President



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Barbara Baker, Superintendent