

GCEA (TEACHERS) NEGOTIATIONS

Amendments to 2018-2021 Comprehensive Agreement

Article	Tentative Agreements
Article III I- Curriculum Changes New 5	“Any curricular changes that require new materials of instruction shall be purchased by the Board under the Superintendent’s discretion. ”
Article III New H.	“ Should the Board vote to dismiss students early on the last two days for students, the time after school dismissal shall be considered unit member worktime. ”
IV Leaves, A. Sick leave	“ <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 five (5) personal days).</i> ”
IV. Leaves A.Sick leave	“ <i>Unused sick leave shall accumulate without limit. Unit members will be notified of the number of sick leave days on the employee portal.</i> ”
IV. Leaves F. Professional Leave	“ <i>Beginning with the 1987-88 year, a unit member upon return from professional leave shall receive experience credit on the salary schedule for the time spent on such leave.</i> ” Note: Delete this article, covered under E. Sabbatical Leave.
IV. Leaves G. Parental Leave of Absence	<p>1. <i>A female unit member may use any or all accumulated [sick] 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>2. <i>A female unit member desiring to use any or all accumulated [sick] leave during a period of pregnancy or postnatal care should state this in writing to the [Personnel Office] Office of Human Resources and Employee Relations.</i></p> <p>3. <i>A female unit member who uses any or all accumulated [sick] leave as a temporary disability during pre-and post-natal care must return to active service</i></p>

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as soon as her physical health permits according to her physician; unless she requests a leave of absence without pay or she resigns.

4. [A female unit member who uses only accumulated sick leave as a temporary disability during pre- and/or post-natal care shall be guaranteed upon return, the teaching position held prior to such leave.]

5. A female unit member who does not wish to use **any or all** accumulated [sick] leave during pre- and/or postnatal 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.

6. A unit member 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) shall have the opportunity to continue benefit programs provided to unit members. Unit members with at least one (1) year 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 and shall be offered employment upon expiration of such leave in the first available position for which he/she is certified within two (2) years from the ending date of the leave, provided that a written, advanced request is made to the Office of Human Resources and Employee Relations for re-employment which includes 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.

7. Adoptive parents may use up to [six (6)] **twelve (12) weeks in compliance with Family Medical Leave Act (FMLA) of any or all** accumulated [sick] leave for the purpose of adoption and/or [infant] bonding. [An infant shall be defined as any child of pre-school age.]

8. If using combined sick leave and leave without pay unit members 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, [of 1993] **and have teaching position held prior to such leave.**

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<p>IV. Leaves I.Extended Illness Leave</p>	<p>A unit member may be granted a leave of absence, with the approval of the Superintendent of Schools, for one (1) year or less without pay for serious family or personal illness. An employee in such a non-pay status may continue as a member of the group health insurance[; however], if they qualify for FMLA, after the first twelve (12) weeks the employee will be required to assume the Board's share of the premiums in addition to any premium he/she theretofore paid for dependent coverage. If return is within ninety (90) duty days and such return is stipulated at the beginning of the leave, the same position shall be offered. If the leave requested is for more than ninety (90) duty days the unit member will be offered employment upon expiration of the leave in the first available position for which he/she is certified within two (2) years from the end of the leave, provided that a written request is made to the Office of Human Resources and Employee Relations by June 1.</p>
<p>IV. Leaves. A.Sick Leave New 10</p>	<p>Personal Leave: <i>"Each bargaining unit member shall be entitled to five (5) 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>
<p>Article V. Unit member Rights. H Parent-Unit member Conferences</p>	<p><i>"Unit members shall be available at mutually arranged times during the regular school day to confer with parents regarding learning difficulties, student progress and/or behavioral problems a student may be experiencing. Unit members are encouraged to arrange a meeting or conference with parents before or after the regular school day if both time and place are mutually agreeable."</i></p> <p><i>"In the event that a bargaining unit member does not communicate with a parent on the established date for parent unit member conferences as per the calendar adopted by the Board, a reasonable attempt to contact that parent will be made. A reasonable attempt constitutes a phone call or email. If that contact is not returned, the bargaining unit member shall not be obligated to make further contact."</i></p>
<p>Article V. Unit member Rights. New I.</p>	<p>III. Working Conditions H. Planning/Workload/Evaluation Committee</p>

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	<p><i>“The Superintendent and GCEA shall form an advisory work group to examine planning time, bargaining unit member workload, and the evaluation process. 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 GCEA president.</i></p>
<p>Article V. Unit member Rights. New J</p>	<p>Employees 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.</p>
<p>Article VII. Association Rights. A.No Reprisal</p>	<p><i>“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, or for exercising his/her rights under this agreement.</i></p>
<p>Article VII, Association Rights. G. Information to the Association</p>	<p><i>“Upon prior notice, the Superintendent or designee will make available to the Association information that is available to permit the Association to bargain understandingly and administer this Agreement.</i></p> <p><i>The Board shall maintain a copy of the current Policies and Procedures Handbook with all new revised policies and procedures, as approved, and will be posted on the Board of Education’s website www.garrettcountyschools.org.</i></p>
<p>Article VII, Association Rights. H. Board Meetings</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>
<p>Article VII. Association Rights New M</p>	<p>The Association will be permitted to participate in any new employee orientation meetings at the beginning of each school year.</p>

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<p>IX. Transfers and Vacancies B. Voluntary Transfer</p>	<p><i>“Any unit member who agrees to a voluntary transfer, at the request of the Superintendent, shall be provided with three (3) to five (5) days, with a minimum of two (2) days for classroom preparation, of staff development employment prior to the beginning of the school year for training and preparation. Such voluntary transfers shall be given priority over all other voluntary transfers.”</i></p> <p>Note: <i>This change would update this article with ESSA.</i></p>
<p>IX. Transfers And Vacancies. C. Announcement of Vacancies.</p>	<p>When a vacancy occurs, a vacancy announcement will be posted on the designated secure site linked to the GCPS website at www.garrettcountyschools.org. The announcement will indicate the closing date which shall be no sooner than five (5) calendar days following the posting date. Those who wish to apply must do so through the application process within the advertised time period.</p>
<p>XV. Salaries</p>	<p>B. <i>“All unit members shall be required to enroll for direct deposit and shall be paid by means of direct deposit.”</i></p> <p>Note: This aligns with our current practice.</p>
<p>XV. Salaries</p>	<p>C. <i>“Unit members employed on an 11 or 12 month basis shall receive the compensation of additional days at a per diem rate based upon the unit members pay, grade, and step.”</i></p> <p>Note: This aligns with our current practice.</p>
<p>XV. Salaries E-2. Employment Outside Normal Contract</p>	<p>E. <i>“Unit members who volunteer to work additional days beyond their normal duty year shall be paid thirty (30) dollars per hour.</i></p>

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<p>XV. Salaries</p>	<p>FY2019 Healthcare Benefits Options with Corresponding Salary Increase</p> <p>XV. Salaries 1 Step WITH 1.0% COLA to Salary Scales effective 7/1/18 New F <i>“The Superintendent and GCEA shall form a Joint Commission to examine the employee compensation packages for GCBOE. This group shall be comprised of three (3) bargaining unit members appointed by the GCEA President and three (3) members appointed by the Superintendent. This group shall make non-binding recommendations to the Superintendent.</i></p> <p>XIII. Fringe Benefits</p> <p>Change to Healthcare: In lieu of the Spousal Surcharge replace the fee with a Risk Distribution Surcharge.</p>
<p>XVII. General Provisions D. Negotiations and Ratifications</p>	<p><i>“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] 2018, remain in effect through June 30, [2018] 2021, until superseded by a successor agreement, except as indicated in the following fiscal years:</i></p> <p><i>For [FY16, FY17, and FY18] FY19, FY20, and FY21, 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.</i></p>
<p>XVII. General Provisions. G. Distribution</p>	<p><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. Each school, central office, and association will be provided five (5) printed copies that will be accessible to</i></p>

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	<p><i>employees. The cost for the printed copies shall be shared equally by the Association and the Board.</i></p> <p><i>Note: Keep this agreement</i></p>
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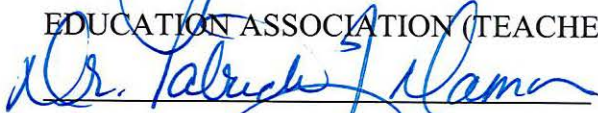
XIX. DURATION

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 31st day of May 2018.

FOR GARRETT COUNTY

EDUCATION ASSOCIATION (TEACHERS)

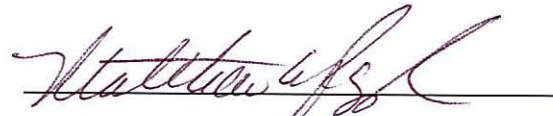


Patrick Damon, President



Robin Spiker, Secretary

FOR GARRETT COUNTY BOARD OF EDUCATION



Matthew Paugh, President



Barbara Baker, Superintendent