

GCBOE/GCEA (Unit III) NEGOTIATIONS

Amendments for the 2022-2024 Comprehensive Agreement

June 24, 2021

Article	GCBOE/GCEA
3.1 Dues Check-Off	H. A copy of a payroll deduction statement will be submitted to the Finance Office of the Board by the Association. It is understood and agreed that this signed statement will constitute a continuing membership and authorization for dues deduction. Unit members who wish to withdraw their authorization for payroll deduction of membership dues must submit said withdraw notice on forms provided by the Association to the Association between August 20 and September 5 of the school year they wish to withdraw the authorization.
3.8 Association Leave:	B. The Association may draw upon an annual twenty (20) day leave bank, which is cumulative between both GCEA bargaining units. Days will not be charged to leave or result in loss of salary as long as notice is given to the Office of Human Resources and Employee Relations prior to the absence. Substitute's pay will be paid by the Association
3.11 Subcontracting	A. In the event of an emergency or exceptional circumstance, every effort will be made to utilize the services of Bargaining Unit Employees who would normally perform the work required. For purposes of this provision, an emergency or exceptional circumstance shall be defined as an unforeseen circumstance or a combination of circumstances which call for immediate action in a situation which is not to recur and is of limited duration not to exceed six (6) weeks. The Employer agrees that while Bargaining Unit Employees are on layoff, the Employer shall not subcontract any work or services, in whole or part, normally performed by employees of the Bargaining Unit either currently employed or on layoff status
5.3 Health and Safety- New A, B and C: A. Immediately Hazardous, Dangerous, or Infectious Conditions:	A. GCPS will comply with guidance from GCHD/MDH/MSDE/CDC in any immediately hazardous, dangerous, or infectious condition. GCEA will have access to a recovery plan, if applicable. B. GCPS will comply with guidance from the appropriate agencies to fix/upgrade any immediate hazard. GCEA will have access to a recovery plan, if applicable.

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New 5.10- Telework	<p>A. When schools are closed to students (designated virtual student learning day) due to inclement weather, bargaining unit members not designated as [designated essential or essential] may have the option to work on site or to telework, as long as the essential functions of their position can be done effectively and approved by their supervisor. Bargaining unit members will be required to maintain timely communication with their supervisor by means of communication such as telephone messages, email, virtual meetings, etc. Essential unit members may be required to report to a worksite if schools are not physically open for students.</p> <p>A supervisor can deny telework if the employee cannot successfully perform the essential functions of his/her job. If telework is denied, the employee may utilize earned or accrued leave until cleared to return to work or return to work.</p> <p>B. When an employee is required to quarantine or isolate under the direction of the health department, government entity, or by GCPS due to an exposure, the employee may be granted permission to telework only if the essential functions of that employee's job can successfully be performed virtually. If the essential functions are not being implemented successfully, the supervisor can deny telework. If telework is denied, the employee may utilize earned or accrued leave until cleared to return to work or return to work. If applicable, the employee shall provide medical documentation that states the reason for the quarantine or isolation, the expected duration, and a medical note releasing said employee to return to work.</p> <p>C. GCPS will provide the necessary PPE in accordance with GCHD/CDC/MDH/MSDE guidelines; therefore, the bargaining unit member should not have to reuse any PPE without proper cleaning and disinfecting.</p>
9.1 Sick Leave:	<p>A. During the first year of employment in Garrett County, and during each successive year thereafter, each bargaining unit member(s) shall accrue fourteen (14) days of leave per year, in which the bargaining unit member(s) is entitled to the flexibility of using sick leave in the following manner; family illness, self-sick, and up to five (5) personal days. A bargaining unit member may use any or all of the fourteen (14) annual allotted days for illness in the immediate family. As part of a qualifying Family Medical Leave, a bargaining unit member may use up to thirty (30) days of his/her accumulated sick leave for illness in the immediate family, less any annual sick leave days previously used from the current year's appropriation for this purpose. Immediate family shall mean spouse, children, mother, father, or anyone who lives regularly in the household. Any sick leave usage will pull from a bargaining unit member(s) accumulated sick leave first. After accumulated sick leave is exhausted, it will then pull first from their current allotment of nine (9) family illness days, then five (5) personal days, and up to two (2) prior personal days, if they are available.</p> <p>For a first year bargaining unit member(s), the use of a family illness or sick leave day (s) will be deducted from the current allotment of nine (9) family illness days, then five (5) personal leave days, if they are available.</p> <p>Sick leave may be used in accordance with the FMLA policy.</p>

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9.2 Parental Leave of Absence	A. A female unit member may must use any or all 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 in accordance with the Family Medical Leave policy.
9.2 Parental Leave of Absence	B. A unit member using a leave of absence without pay for pre-natal care, adoption, post-natal care and/or child rearing bonding (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.
Parental Leave of Absence: G	G. 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, and have teaching position held prior to such leave.
9.3 Extended Illness Leave	
10.1 Personal Business Leave:	<p>A. 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 prior personal leave days.</p> <p>B. The maximum number of personal leave days a bargaining unit member may use in a school year shall be seven (7), providing he/she they have has accumulated two (2) personal leave days from the prior year. Any accumulated prior personal days will be deducted first. No more than five (5) personal business leave days may be used consecutively without the approval from the Office of Human Resources and employee Relations. Unused personal leave days, aside from the two (2), which may be accumulated, shall revert to sick leave days at the end of the year. 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>C. Personal leave may be taken immediately preceding or following a school holiday if the bargaining unit member notifies his/her supervisor written notification within two (2) weeks of the intended start date of the desired leave, if applicable.</p>

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(new)10.2 Family Illness:	<p>During the first year of employment in Garrett County, and during each successive year thereafter, each bargaining unit member(s) shall accrue nine (9) days of family illness leave per year. After a unit member(s) exhausts their current allotment of family illness days, leave will be deducted from their accumulated sick leave balance. Once the accumulated sick leave balance is exhausted, the bargaining unit member(s) leave will be deducted from the five (5) personal days, and up to two (2) prior personal days, if they are available.</p> <p>For a first year unit member(s), family illness will be deducted from the current allotment of nine (9) family illness days, then five (5) personal days. A leave day for family illness will qualify if taken for an immediate family member, such as a spouse, children, mother, father, or anyone who lives regularly in the household. Family illness leave may be used in accordance with the FMLA policy.</p>
10.2 Flex Time	
10.5 Leaves Of Absence Without Pay:	Professional Leave:
10.10 Other Leaves	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.
10.11[now 11.2] Leave For Essential Bargaining Unit Members	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.
Article 12.1 Fringe Benefits	<p>A. Beginning Effective January 1, 2018, an up to nine hundred dollar (\$900.00) health insurance cost share will become effective through the end of each plan year. Each employee (active or retired under age 65) and their spouse enrolled in coverage through The Garrett County Employee Health Care Plan will be eligible to receive a premium differential incentive to mitigate this premium cost share. Enrolled employees (active and retired under age 65) may earn \$600.00 toward their cost share for participating in certain activities within the Garrett County Health Care Plan Wellness Program. In addition, their enrolled spouses may earn \$300.00 toward their cost share for participating in the same activities within the Garrett County Health Care Plan Wellness Program. Currently the required Activities include the following, which must be completed within certain time frames: in 2017 to earn the incentive for 2018.</p> <ol style="list-style-type: none"> 1. CHRA (Clinical Health Risk Assessment) 2. Biometric Health Screening or Venture in Vitality

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	<p>Programs</p> <p>3. Tobacco Cessation Requirements</p> <p>B. Contingent upon meeting the requirements outlined in section A above, Board shall continue to pay the full premium cost of an individual POS (Point of Service) group hospitalization and medical insurance plan, an individual dental plan, and an individual vision plan for each unit member. Employees may enroll eligible dependents in the POS program, enroll themselves in the PPO (Preferred Provider Organization) program, or enroll themselves and dependents in the PPO program by paying a share of the premium according to the terms and conditions of the Garrett County Employees Health Care Plan. The unit member's share of any premium shall be paid by payroll deduction.</p>
12.1 Fringe Benefits, E.	E. The Board will attempt to make influenza and COVID-19 vaccines available to all bargaining unit members. Every effort will be made to have vaccinations available on worksites. Note: Flex leave can be used as our past practice.
13.2 Retiree Benefits:	Move 4.1 and 13.1c.
13.3 Tuition Reimbursement	<p>Unit members will be reimbursed for the cost of college courses up to six (6) nine (9) hours earned from July 1 of one (1) year to June 30 of the following year. The maximum rate of reimbursement will be adjusted to be the tuition rates set by Frostburg State University for undergraduate and graduate courses. Reimbursement for courses taken through other institutions or agencies may not exceed the Frostburg State University tuition rate or the actual invoiced cost of the course.</p> <p>Effective 7.1.21, should a bargaining unit member currently receiving tuition reimbursement voluntarily separate his/her employment or has his/her employment separated for cause within three (3) years, the bargaining unit member shall be required to repay the Garrett County Public Schools a prorated portion each year that shall equate to thirty-three and one-third percent (33 1/3%) of the total tuition reimbursement on his/her behalf. Such payment shall be made within one (1) year of his/her separation from employment.</p>
13.4 Conditions of Tuition Reimbursement	
14.4- Eliminate entire section	

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14.5 Duration	<p>A. For FY19, FY20, and FY21, FY 22, FY23, and FY24 negotiations may be reopened each year upon written request by a party in accordance with Article 17.5 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.</p> <p>B. The provisions of this Agreement shall become effective July 1, 2021, and remain in full force and effect until June 30, 2024, or until superseded by a new agreement. The Board will collaborate with GCEA to address working conditions that may be impacted, during the COVID-19 pandemic.</p> <p>C. During the recovery efforts from the COVID-19 pandemic, if federal and state funds become available, the Board will collaborate with GCEA on the distribution of those funds that are mandatory subjects of bargaining. When applicable, agreements may be reduced to writing in the form of a Memorandum of Understanding (MOU).</p>
Salary:	For 2021-2022, effective 7.1.21, unit members will advance one full step and the salary scales will increase by a prorated amount determined by the # of days in the duty year. (See salary scale).

XIX. DURATION

The undersigned acknowledge that tentative agreement was reached during FY 2021 negotiations between the authorized representatives of the Garrett County Education Association (Unit I) and the Garrett County Board of Education (hereinafter

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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, 2021, and remain in full force and effect through June 30, 2024, or until superseded by a new agreement in writing. The aforementioned modifications supplement the 2022-2024 Comprehensive Agreement between the Garrett County Board of Education and the Garrett County Teachers Association (Unit I), effectuated June 24, 2021.

IN WITNESS WHEREOF, the Parties hereto have caused this document to be executed by their duly authorized officers on this 24th day of June 2021.

FOR GARRETT COUNTY

EDUCATION ASSOCIATION (TEACHERS)



Patrick Damon, President

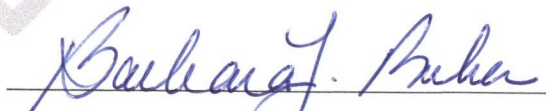


Stephanie Lewis, Vice President

FOR GARRETT COUNTY BOARD OF EDUCATION



M. Tom Woods, President



Barbara Baker, Superintendent