



2022-2024

## COMPREHENSIVE AGREEMENT

WITH THE GARRETT COUNTY BOARD OF EDUCATION  
AND THE GARRETT COUNTY EDUCATION ASSOCIATION (SUPPORT PERSONNEL)  
GCPS 40 South 2nd Street, Oakland, MD 21550

# DIRECTORY

GARRETT COUNTY EDUCATION ASSOCIATION  
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## **GCEA EXECUTIVE BOARD 2015 - 2018**

President: Patrick Damon  
Vice-President: Lois Lipscomb  
Secretary:

Regional Office:  
UNISERV Director  
13145 Warror Drive, SW  
Cresaptown, Maryland 21502  
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140 Main Street  
Annapolis, Maryland 21401  
Phone: 1-800-448-6782

NEA Headquarters (DC)  
1201 Sixteenth Street, N.W.  
Washington, D.C. 20036  
Phone: 202-833-4000

# SCHOOL PHONE NUMBERS

Accident Elementary  
301-746-8863 & 301-895-5040

Broad Ford Elementary  
301-334-9445

Crellin Elementary  
301-334-4704  
Cafeteria 301-334-3601

Central Office  
301-334-8900

Friendsville Elementary  
301-746-5100  
Cafeteria 301-746-5953

Grantsville Elementary  
301-746-8662 & 301-895-5173

Hickory Environmental Educational Center  
301-746-8461  
Planetarium 301-746-7038

Northern High  
301-746-8668 & 301-895-5434  
Cafeteria 301-746-8166  
Guidance 301-746-8669

Northern Middle  
301-746-8165 & 301-895-5075  
Cafeteria 301-746-8140

Route 40 Elementary  
301-689-6132  
Cafeteria 301-687-0254

Southern High  
301-334-9447  
Cafeteria 301-334-9449  
Career Employability 301-334-1310  
Food Service 301-334-9470  
Guidance 301-334-1660  
Vo-Ag 301-334-1580

Southern Middle  
301-334-8881  
Guidance 301-334-8882

Swan Meadow School  
301-334-2059

Warehouse  
301-334-2863

Yough Glades Elementary  
301-334-3334  
Cafeteria 301-334-3612

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# **ARTICLE 1     DEFINITION**

## **1.1     THE BOARD:**

The Board of Education of Garrett County is hereinafter referred to as the "Board", and the Garrett County Education Association Support Personnel is hereinafter referred to as the "Association".

## **1.2     UNIT MEMBERS:**

The term "bargaining unit members," when used in this agreement, shall hereinafter refer to all non-certificated employees in Unit 3 of the Board of Education, other than supervisory employees, in accordance with § 6-510 of the Education Article to the Annotated Code of Maryland. The unit shall comprise all non-certified employees of the Board of Education of Garrett County with the exceptions of the following:

1. All Supervisory Personnel
2. Part-Time Employees [defined as any employee who works less than thirty (30) hours per week].
3. Confidential Employees

# **ARTICLE 2     RECOGNITION**

## **2.1     RECOGNITION:**

The Board recognizes the Association as the sole and exclusive representative of unit members, as defined in Article 1.3 of this Agreement, pursuant to § 6-510 of the Education Article to the Annotated Code of Maryland.

# **ARTICLE 3     ASSOCIATION RIGHTS**

## **3.1     DUES CHECK-OFF:**

- B. 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.
- B. The Board will forward to the Association within five (5) days all dues so collected. Such dues deductions shall be made in twenty-six (26) equal installments beginning with the salary check issued for the payroll reporting period ending on September 15. The Board will provide the Association with a list of those employees who are currently on dues deduction each month.

## **3.2     BULLETIN BOARDS:**

Bulletin board space shall be provided by the employer in each work site for the purpose of displaying Association notices and information.

## **3.3     ACCESS TO INFORMATION FOR NEGOTIATIONS:**

Upon prior notice, the Board agrees to provide the Association with all available information necessary to prepare for and conduct negotiations. This information shall include, but not be limited to, pay and fringe benefits data available to the Board. A list of all unit members' names, building assignment, position

assignments, and dates of hire shall be sent to the Association by the Board each October. The Board shall provide a copy of all policies and procedures and any revision of the policy manual to the Association.

### **3.4 EMPLOYEE LISTS:**

As soon as possible, but no later than October 15 of any school year, the Board shall provide the Association with a list of all unit members which shall include their names, home addresses, job titles and building assignments. During the school year the Board shall provide the Association with a list of all changes including resignations, promotions and new appointments (after the Board has taken action).

### **3.5 ASSOCIATION MEETINGS:**

- B. The Association shall have the right to use school facilities for meetings, without costs, after the regular student's day. Prior notice must be given to the principal/designee.
- B. The Association shall be provided an opportunity to address new employees at an orientation session and take part in the fall county-wide meeting.

### **3.6 ACCESS TO SCHOOLS:**

In order for the Association to properly administer its Agreement, Association officers and their consultant will have access to all school buildings and all unit members, provided that the exercise of this right will not interfere with the educational program and the principal of the school is given notice.

### **3.7 NO DISCRIMINATION:**

The Board and the Association may not discriminate against any unit member because of his/her membership or lack of membership nor participation or lack of participation in the Association.

### **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.
- B. The Association shall notify the Office of Human Resources and Employee Relations at least three (3) days in advance of use of this leave and shall attempt to give as much notice as possible.

### **3.9 BOARD MEETINGS:**

- A. 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) 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.
- B. The Association may refer to the Garrett County Public Schools website for BoardDocs for Board meeting agendas and minutes. The agendas are not available until the Board approves them at the following Board meeting.



### **3.10 EXCLUSIVITY:**

The rights and/or privileges granted to the Association in this article will not be granted to any rival employee organization.

### **3.11 REPRISALS:**

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.

### **3.12 EMPLOYEE ORIENTATION MEETINGS:**

The Association will be permitted to participate in any new employee orientation meetings at the beginning of each school year.

### **3.13 SUBCONTRACTING:**

- B. 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.
- B. Prior to the Board making a request for proposal (RFP) relative to the subcontracting of a bargaining unit classification, written notification shall be provided to the Association at least thirty (30) calendar days in advance.

## **ARTICLE 4 GRIEVANCE PROCEDURE**

### **4.1 DEFINITIONS:**

- A. "Grievance" shall mean a complaint by a unit member or group of unit members that there has been a violation, misinterpretation or misapplication of this agreement.
- B. The purpose of this procedure is to secure, at the lowest level possible, equitable solutions to the allegations which may arise. Both parties shall strive to first informally resolve differences.
- C. Days shall mean duty days.
- D. General Principles:
  - 1. It shall be the policy of the Board to assure every unit member the unobstructed use of this grievance procedure without fear of reprisal or without prejudice in any manner to his/her employment status.
  - 2. Unit members may seek and use the assistance of a designated representative of the employee association in the representation and/or appeal of any grievance. Such assistance shall include,

but not be limited to, the direct representation of a unit member at all steps of the grievance procedures.

3. Nothing contained in this grievance procedure shall be construed to deny any unit member his/her constitutional rights or his/her rights under the laws of the State of Maryland.
4. A grievance may be withdrawn at any level, without prejudice. Failure to appeal to the next level within the time prescribed herein shall constitute withdrawal of the grievance. The time limit may be extended by mutual agreement and placed in writing.
5. Failure to render a decision within the time prescribed herein shall be understood to be a decision in favor of the grievant. The time limit may be extended by mutual agreement and placed in writing.
6. Copies of all decisions of grievances shall be provided to the grievant and to the Association up to the local Board level.
7. Forms for filing and processing grievances shall be designed by the Association and approved by the Superintendent or his designee. (See Addendum II)
8. For the purpose of establishing the date for steps in the grievance a mutually acceptable form will be attached to each grievance which will require the signature of acceptance and date of receipt. The counting of days will begin with the following day.

#### E. Procedures

Since it is important the grievances be processed as rapidly as possible, the number of days indicated at each level should be considered as maximum and every effort should be made to expedite the process. It is hereby understood that time is of the essence in the processing of grievances hereunder.

#### Step 1

- A. Any employee may present a grievance to his/her immediate supervisor within thirty (30) days after the occurrence of the alleged grievance. Such grievance must be in writing and must state specifically that the grievance procedure is being invoked as well as what specifically has been violated.
- B. Within ten (10) days of the receipt of the grievance, the immediate supervisor shall inform the employee of the decision.
- C. Should the employee not appeal to the next step within ten (10) days the grievance shall be considered settled.

#### Step 2

- A. The aggrieved employee may, within ten (10) days of the receipt of an adverse decision at Step 1 level, appeal to the proper supervisor immediately below the Superintendent. The appeal shall be in writing on the proper form and shall set forth with specificity the grievance asserted and its disposition at Step 1. If a representative is to appeal on behalf of the grievant his/her name shall be designated in the written appeal or initial complaint.
- B. Within ten (10) days of receipt of said appeal the designated supervisor shall conduct a hearing. The aggrieved employee and his/her representative, if any, shall be given prior notice of the hearing date and place. The employee shall be relieved of his/her responsibilities, if necessary, without the loss of salary, for the purpose of attending the hearing.

- C. Within ten (10) days following the hearing, the designated supervisor shall inform the employee and/or the representative of the written decision.
- D. Should the employee not appeal to the next step within ten (10) days the grievance shall be considered settled.

### **Step 3**

- A. The aggrieved employee may, within ten (10) days of receipt of notification of the disposition of the grievance under Step 2, appeal the decision to the Superintendent of Schools.
- B. Within fifteen (15) days of the hearing before the Superintendent, the Superintendent shall inform the employee and/or the representative of the decision.
- C. Should the employee not appeal to the next step within ten (10) days the grievance shall be considered settled.

### **Step 4**

- A. The aggrieved employee may, within ten (10) days of the receipt of notification of the disposition of his/her grievance under Step 3, request a hearing by the Board.
- B. Within ten (10) days of the hearing before the Board, the Board shall inform the employee and/or his/her representative of its decision. The Board's decision shall be final.

## **ARTICLE 5 WORKING HOURS & WORKING CONDITIONS**

### **5.1 DUTY YEAR:**

- A. The duty year for media, instructional, nursing and cafeteria assistants will not exceed 187 work days. The duty year for Secretary VI will not exceed 197 work days.
- B. The duty year for Custodian IV will not exceed 210 work days.
- C. The duty year for other Secretaries, Custodian IIIs, Maintenance I, and Media Technicians will not exceed 250 work days.
- D. Non-Work Schedule for Maintenance and Custodians: for 12 month Maintenance and 12 month Custodians - whenever any of the non-work days listed below fall on a weekend, a mutually agreed upon date will be selected for the non-work day.

Non-workdays shall include:

Independence Day, Labor Day, Autumn Glory (if schools are closed), Thanksgiving Day, Day After Thanksgiving, Christmas Eve (if schools are closed), Christmas Day, New Year's Eve, New Year's Day, Martin Luther King Day (if schools are closed), Presidents' Day (if schools are closed), Good Friday, Easter Monday (if schools are closed), Memorial Day (if schools are closed), and Primary and General Election Days (if schools are closed)

Work on any non-workday shall reduce bargaining unit members' contractual duty year for each day worked.

- E. The below employee classifications will follow the ensuing work schedule:

School Calendar Holidays: Media assistants, instructional assistants, nursing assistants, cafeteria assistants, case managers; and nurses

School Calendar Holidays plus 4th of July: 12 month Secretaries

- F. Bargaining unit members individually requested, as opposed to bargaining unit members who voluntarily participate in an activity open to all unit members or a defined segment of bargaining unit members, to work beyond their normal duty year shall be paid their per diem rate for each day worked. If the additional day of employment is for less than a normal workday, the bargaining unit member shall be paid an hourly rate equal to his/her regular per diem pay divided by his/her total workday hours.
- G. Workload Committee – The Superintendent and GCEA shall form an advisory workload committee to discuss workload-related issues. This committee shall be comprised of five (5) employees bargaining unit members appointed by the GCEA President and five (5) employees (either bargaining unit members or administrative employees) appointed by the Superintendent. Not later than January 31<sup>st</sup> of each calendar year, the committee should make non-binding written recommendations to the Superintendent for potential action.
- H. In the event that essential bargaining unit member is designated as essential by the Superintendent, or a designee for the purpose of addressing weather-related or emergency situations, an additional day of annual leave shall be granted each fiscal year.

## **5.2 WORK DAYS:**

- A. Workdays for nurses; media, instructional, and nursing assistants; case managers; designated food service assistants and workers; and school-based Secretaries shall be seven hours and thirty-six minutes (7.6 hours), inclusive of a paid thirty (30) minute duty-free lunch period. 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.
- B. Workdays for all 12-month secretarial, maintenance, and custodial employees shall be no longer than eight (8) hours, inclusive of a forty-five (45) minute paid duty-free lunch period. 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.
- C. All unit members scheduled to work on a non-student day or during non-student hours shall have a forty-five (45) minute duty-free lunch period.
- D. 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 early and two other early dismissal days determined by Supervisor.

### **5.3 HEALTH AND SAFETY:**

- A. It is the responsibility of the Board to provide a safe environment free from hazardous conditions. Employees shall be provided adequate training and equipment enabling them to perform assigned duties without endangering their health or safety. Employees are expected to report any unsafe working conditions to the administration.
- B. 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.
- C. 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.

### **5.4 PROTECTION OF EMPLOYEES**

- A. The Board assures bargaining unit members that it shall put its full support behind the discipline procedures and policies hereinafter recommended and adopted by the Board. It is also agreed that such policies will be enforced fairly and consistently pursuant to its anti-discrimination policy.
- B. Any case of assault upon a unit member that had its inception in a school-centered problem shall be promptly reported to the Superintendent or designated representative. The administration shall promptly investigate the matter and render assistance to the unit member in connection with the handling of the situation.
- C. Any unit member who has suffered loss, damage or destruction of clothing or personal property while on duty in the school, on school premises or during school sponsored activities may refer the loss to the proper legal authorities for appropriate action. School officials shall render all reasonable assistance.
- D. An employee of the Board who is absent due to physical disability that results from an assault while in the scope of Board employment shall be kept on full pay status instead of sick leave during the period of absence.
- E. A bargaining unit member, absent from work as a result of assault or personal injury occurring in the course of his/her employment, may apply for Worker's Compensation. In accordance to State Law pertaining to Workers' Compensation, the bargaining unit member shall be paid for the period of such absence without loss of sick leave.
- F. 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.

### **5.5 CONSULTING TIME:**

An instructional assistant shall have time scheduled during the duty day for consulting with his/her teacher(s) when possible.

## **5.6 SATELLITING:**

A Cafeteria Assistant assigned as Person in Charge shall be paid one dollar (\$1.00) per hour over and above the salary of a regular cafeteria assistant. The employment term of the PIC shall be one hundred eighty-five (185) days.

## **5.7 WORKING CONDITIONS:**

Every effort will be made to ensure that bargaining unit members have the ability to perform their primary work functions above any other duties as assigned.

- A. When a teacher does not report for duty and a support staff member is used as a substitute teacher to cover instructional responsibilities, the compensation is as follows. An instructional assistant/clerical employee will receive forty-five dollars (\$45.00) if they substitute for more than half of their workday or twenty-five dollars (\$25.00) for a class/half day. This amount will be in addition to the employee's regular pay for that day. Compensation will be the same if they serve as substitute teacher in non/emergency situations, including IEP meetings.

Instructional Assistants, Clerical Employees, will be selected on a rotational basis within each school where practical. Instructional Assistants, Clerical Employees will be sought on a volunteer basis.

Special Education Instructional Assistants may be used as long as they substitute for a special education teacher. Special Education Instructional Assistants who have the assignment of a one-on-one with a student may be used to substitute when their assigned student is absent, if they continue to serve students with disabilities.

## **5.8 COMPENSATION TIME:**

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.

## **5.9 PROFESSIONAL DEVELOPMENT COMMITTEE:**

The Superintendent and GCEA shall form an advisory Professional Development Committee to examine professional development opportunities for bargaining unit members. This committee shall be comprised of seven (7) bargaining unit members appointed by the GCEA President and seven (7) employees (either bargaining unit members or administrative employees) appointed by the Superintendent. Not later than January of each calendar year, the committee shall make non-binding recommendations to the Superintendent for potential action.

## **5.10 TELEWORK**

- 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.

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.

- 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.
- 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.

## **ARTICLE 6      EMPLOYEE RIGHTS**

### **6.1      DISCIPLINE AND DISCHARGE:**

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. 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.

### **6.2      PERSONAL LIFE:**

The Board agrees that nothing shall be deemed to deny or restrict any unit member from full individual rights or personal freedom except as it may directly impair performance as a unit member during duty hours.

### **6.3      REDUCTIONS IN FORCE:**

- A. General Provisions: Seniority is the deciding factor in reduction in force within an employee classification. Reduction in force will be initiated as follows:
  - 1. Affected unit member(s) and the Association shall be notified, if possible, prior to the reduction in force.
  - 2. The least senior unit member(s) in the employee classification being reduced shall be the first to be laid off until the total number of unit member(s) necessary are laid off.
  - 3. The unit member(s) in the position(s) being eliminated will have the right to replace the unit member(s) with the less seniority in the same employee classification. However, first assignment will be in any vacant or newly created position(s) in the same employee classification. When more than one position is being eliminated, replacement will be done in accordance with seniority, with the individual with greatest seniority having first selection.
  - 4. The unit member(s) having no position to accept shall be placed on the recall list.

5. When a unit member is permanently assigned to a lower-paying position, the unit member shall be paid the wage rate of that employee classification.
6. Unit member(s) may decline to bump and will be placed on the recall list.
7. The right to recall shall exist for a two (2) year period. Unit members on layoff will keep the Office of Human Resources and Employee Relations informed of current address and status of employment.
8. When a position becomes available for which a unit member on layoff is qualified, the position will be offered by verbal notification with the unit member, and will be documented with a follow-up letter to the appropriate unit member on the basis of seniority. The offer is valid for a period of ten (10) days. Failure of the unit member to respond to such an offer within that period will be regarded as a refusal. Unit members refusing such an offer will be removed from the recall list.
9. A person who is on the recall list is eligible to continue insurance benefits in accordance with the Consolidated Omnibus Budget Reconciliation Act (COBRA).

**B. Seniority:**

1. 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 Superintendent, 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.
2. Upon completion of the probationary period, a unit member shall acquire seniority computed from the date of hire.
3. Seniority shall be maintained, but shall not accrue during periods of layoff or leave without pay.
4. Unit members will lose seniority for the following reasons:
  - a. If a unit member voluntarily resigns.
  - b. If a unit member is discharged and the discharge is not reversed through an appeals process.
  - c. If a unit member retires.
  - d. If a unit member who is on recall fails to return to work within ten (10) days of notification.
  - e. Abandonment of position (not reporting off work except in an emergency situation).

## **6.4 PERSONNEL FILES:**

Unit member files shall be maintained in accordance with the following procedures:

- A. No negative materials, except for letters of reference, related to a unit member's conduct, service, character, or personality shall be placed in the file unless it is signed by the person submitting the information. The unit member shall be given the opportunity to acknowledge that he/she has read the materials by affixing his/her signature on the actual copy to be filed, with the understanding that such signature merely signifies that he/she has read the material to be filed and does not necessarily indicate agreement with its contents. A unit member's refusal to sign will be noted by an administrator and a witness, and the material will be placed in the file so noted. If the item has been sent to the unit member by "Certified Restricted Mail", then the certified mail receipt may be attached to the item in lieu of the unit member's signature.
- B. The unit member shall have the right to answer any material filed and his/her answer shall be attached to the file copy.



- C. A unit member shall be permitted to examine his/her file, with the exception of confidential materials, by appointment at the Office of Human Resources and Employee Relations. A designee of the Superintendent shall be present at all times.
- D. A unit member's file shall be open to inspection by only those persons whose official responsibilities require such inspection.
- E. Adverse material properly placed in a unit member's file and not acted upon within two (2) years may be removed upon request by the unit member unless it relates to a substantiated issue involving the abuse or sexual harassment of either a student or fellow employee or an issue involving drug abuse or alcohol abuse that has a direct impact upon job performance. Materials related to abuse or sexual harassment or drug abuse or those involving drug abuse or alcohol abuse related to job performance may be removed upon request by the unit member if not acted upon within five (5) years. All materials related to the unit member's evaluation process and properly signed by the principal, supervisor, or other administrative or supervisory personnel and the unit member shall be exempt from this provision.

## **6.5 BREAKS:**

A bargaining unit member shall be entitled to a break of ten (10) minutes each morning and ten (10) minutes each afternoon, to be scheduled by the bargaining unit member's immediate supervisor. The unit member's immediate supervisor may provide one (1) twenty (20)-minute break during the workday if both parties are agreeable. For media and classroom assistants, these breaks should be during the student day. Breaks shall not require the supervision of students.

## **6.6 EMPLOYEE RIGHTS:**

Unit member(s) 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.

## **6.7 PLANNING/WORKLOAD/EVALUATION COMMITTEE**

The Superintendent and GCEA shall form an advisory work group to examine 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 the GCEA President.

# **ARTICLE 7 ASSIGNMENTS AND TRANSFERS**

## **7.1 INVOLUNTARY TRANSFER:**

- A. An employee may be involuntarily transferred only when the number of positions in an employee classification at a work site is to be reduced, to meet a documented need of the school system, or for such other reasons as the Superintendent deems that the needs of the schools require.
- B. In the event of an involuntary transfer to reduce staff at a work site, the least senior qualified unit member in the employee classification at that work site shall be transferred.

## **7.2 VOLUNTARY TRANSFER:**

A unit member may request a voluntary transfer to another specific position and such a request shall be considered. Voluntary transfers within the same pay classification will be made on the basis of these factors: the needs of the schools and work locations as determined by the Superintendent, qualifications, work experience, past job performance, intent form requests, and seniority. When the Superintendent determines that all factors are substantially equal, preference may be given to the current employee with the most seniority.

### **7.3 ASSIGNMENTS:**

All unit members on duty at the close of the school year will be notified in writing no later than June 30 of their tentative assignment for the forthcoming year.

### **7.4 ORDER OF FILLING VACANCIES:**

In the event of a reduction of force, assignment of employees to available positions will take place in the following order:

1. Unit members being involuntarily transferred.
2. Unit members being voluntarily transferred.
3. Unit members on recall list.
4. Return from a leave of absence.
5. New hires.

## **ARTICLE 8 VACANCIES**

### **8.1 POSTING:**

When a vacancy occurs, a vacancy announcement will be posted on the designated secure site linked to the GCPS website at [www.garrettcountyschools.org](http://www.garrettcountyschools.org). 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.

### **8.2 PROMOTIONS:**

- A. Consideration may be given unit members in all promotions. Promotion within the unit may be made on the basis of a variety of factors as determined appropriate by the Superintendent to meet the needs of the schools including, but not limited to: qualifications, work experience, past job performance, and seniority.
- B. The Board agrees to interview up to three (3) of the most senior qualified current employees with at least three (3) years of experience with the Board who apply for promotions when job vacancies occur.
- C. If an employee not currently assigned to the job category of the posted vacancy, and is one of the three most senior applicants for the posted vacancy, and has been interviewed within the past 12 months and found to lack the necessary qualifications for a position in the vacant category, he or she need not be interviewed for future vacancies in that category.

### **8.3 PLACEMENT ON SALARY SCALE:**

Promotions within the unit, from one pay grade to the next consecutive pay grade, shall be made in such a manner that the unit member promoted shall move to the lowest step in the new pay grade necessary to give him/her a pay increase.

#### **8.4 RESIGNATIONS:**

Any unit member wishing to resign his/her employment with the Board of Education shall provide the Board with written notice two (2) weeks prior to the effective date of resignation.

## **ARTICLE 9 LEAVES**

### **9.1 SICK LEAVE:**

- 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. 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.

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.

Sick leave may be used in accordance with the FMLA policy.

- B. Unused sick leave shall accumulate without limit. Unit members will be notified of the number of sick leave days on the employee portal.
- C. The Board reserves the right to require a physical examination, at Board expense, of unit members on extended sick leave without pay.

### **9.2 PARENTAL LEAVE OF ABSENCE:**

- A. A female unit member 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.
- B. A unit member using a leave of absence without pay for pre-natal care, adoption, post-natal care and/or child 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.

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

### **9.3 EXTENDED ILLNESS LEAVE:**

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. 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. 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 Office of Human Resources and Employee Relations 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.

### **9.4 SICK LEAVE BANK:**

Unit members will be permitted to join a GCEA (Support Personnel's) Sick Leave Bank by contributing two days. Days will not be accepted from any unit member who has less than ten (10) accumulated or earned days. Contributors will be eligible to receive benefits. The contribution will be authorized by the member on the appropriate form. If the number of contributed days falls below thirty (30), unit members who wish to continue their participation in SLB will be required to contribute two days. If a current member does not have the sufficient number of days to contribute during the fiscal year in which the bank drops below thirty (30) days, they may maintain their membership by contributing the two (2) days, which will be deducted during the next open enrollment period. The annual rate of contribution shall not exceed two (2) days of sick leave per fiscal year. Contributions for new membership shall be made during an open enrollment of July 1 to September 30 of each year. Sick leave contribution to the bank, properly authorized for a given fiscal year, will not be returned if the member effects cancellation. The plan will be administered by a joint committee composed of two members selected by the President of the GCEA and two (2) members selected by the Superintendent.

(See Addendum I)

## **ARTICLE 10 OTHER LEAVES**

### **10.1 PERSONAL LEAVE:**

- 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.
- B. The maximum number of personal leave days a bargaining unit member may use in a school year shall be seven (7), providing they have 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 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.

- C. Personal leave may be taken immediately preceding or following a school holiday if the bargaining unit member notifies his/her supervisor within two (2) weeks of the intended start date of the desired leave if applicable.

## **10.2 FAMILY ILLNESS LEAVE:**

- D. 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.

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.

## **10.3 FLEX TIME:**

- A. To the extent possible, an employee may flex up to two (2) hours within a work week for the transaction of personal business which cannot be attended to during any other time. Flex time shall not reduce the total number of hours of a regularly scheduled work week or be used to create overtime.
- B. Should an employee wish to flex his/her time, as described above, he/she must submit a written request to the Superintendent or designee within one (1) week of the desired leave. Said request must have administrative approval prior to being taken.
- C. It is understood that a flex time request is intended to be an exception within a regularly scheduled work week and shall not be misconstrued to permanently adjust an employee's work schedule. A flex time request cannot negatively affect the workload or productivity of co-workers either by shifting burdens or creating delays and additional steps in the work flow.
- D. Additionally, flex time is not appropriate for all positions, or in all settings, or for all employees. Employees who have administratively-identified concerns with punctuality, attendance, and/or other performance concerns, or who require close supervision, shall not be eligible for flex time.

## **10.4 BEREAVEMENT LEAVE:**

A unit member may have five (5) successive duty days without loss of salary to travel to and from and to be present at the funeral of a child, parent (natural, foster, or in-law), brother, sister, husband, wife or of anyone who has lived regularly in their household. A unit member shall have a maximum of two (2) duty days without loss of pay to attend the funeral of a brother-in-law, sister-in-law, son-in-law, daughter-in-

law, grandparent, grandchild, aunt, uncle, nephew, niece, or spouse's grandparents. In the event of unusual travel, memorial service or personal problems in connection with the use of bereavement leave, additional leave days or a reconfiguration of consecutive duty days may be granted by the Superintendent.

### **10.5 CIVIL LEAVE:**

- A. A bargaining unit member subpoenaed to appear in court for a work-related matter 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 bargaining unit member's presence must be submitted to administration.
- D. When a bargaining unit member is scheduled to be absent and such appearance in court is negated or the bargaining unit member is excused in such time to return to his/her work site for the remainder of his/her workday, the bargaining unit member is required to do so.

### **10.6 LEAVES OF ABSENCE WITHOUT PAY:**

- 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, 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. 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 Office of Human Resources and Employee Relations 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.

#### **Professional Leave:**

A leave of absence without pay, not to exceed one (1) year, may be granted to a unit member for the purpose of study, 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. 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.

#### **Political Leave:**

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 Office of Human Resources and Employee Relations at least thirty (30) days in advance of the requested leave date.

### **10.7 FAMILY MEDICAL LEAVE ACT:**

The Board shall pay its share of the premiums for up to a total of twelve (12) weeks per year during an approved, qualifying leave in accordance with the Family Medical Leave Act.

## **10.8 SABBATICAL LEAVE:**

Upon written request, the Superintendent of Schools may recommend to the Board that such leave be granted to not fewer than one (1) bargaining unit member during a given school year for full-time study, including study in another area of specialization, or for travel, research or other educational endeavors that will be of value to the school system, subject to the following conditions:

1. If there are sufficient qualified applicants, sabbatical leave shall be granted to not less than one (1) bargaining unit member during a given school year.
2. Requests for sabbatical leave must be received by the Superintendent in writing, in such form as may be required, no later than March 1 of the school year preceding the year for which the sabbatical leave is requested. An applicant who intends to pursue a program other than formal study must present a comprehensive proposal of the proposed program.
3. The bargaining unit member has completed at least five (5) full years of service in the Garrett County School System.
4. A bargaining unit member on sabbatical leave [either for one-half (1/2) of a school year or for a full school year] shall be paid by the Board at one-half (1/2) the salary rate which the bargaining unit member would have received if the bargaining unit member had remained on active duty, provided that such bargaining unit member agrees to return to employment in the Garrett County School System for a period of five (5) years.
5. Upon return from sabbatical leave, a bargaining unit member shall be placed on the salary schedule at the level which the bargaining unit member would have achieved had the bargaining unit member remained actively employed in the system during the period of absence. The bargaining unit member shall be restored to the same position, if requested in writing, by April 1 or thirty (30) days prior to the date of return is less than one (1) year. All other conditions of employment provided to active bargaining unit member shall also be restored.
6. Group hospitalization and medical insurance, including disability income protection and group term life insurance, shall continue while on sabbatical leave.
7. An agreement shall be signed by the participating partners. Successful applicants must indicate within thirty (30) days of being awarded the sabbatical that they plan to accept and agree to the terms of the sabbatical. If an individual should decline the sabbatical before August 1, the sabbatical shall be offered to another qualified applicant. Should the bargaining unit member receiving sabbatical leave voluntarily separate his/her employment or has his/her employment separated for cause within five (5) years after returning from leave, the bargaining unit member shall be required to pay the Garrett County Public Schools a prorated portion (each of the five (5) years shall equate to twenty percent (20%)) of the sabbatical leave amount paid on his/her behalf. Such payment shall be made within one (1) year of his/her separation from employment.

## **10.9 ASSOCIATION LEAVE:**

- A. Elected delegates, not to exceed the Maryland State Education Association (MSEA) formula for delegates, shall be granted one day of professional leave to attend the MSEA convention each year. As long as the county staff development day and the MSEA convention are held at the same time, Association members shall be granted professional leave to attend the MSEA convention. If attendance at the county staff development day is necessary for either a licensing or training requirement, professional leave may be denied by the appropriate supervisor. Requests for

professional leave should be completed two weeks (14 days) prior to the date of the MSEA convention.

- 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.

## **ARTICLE 11 ANNUAL LEAVE**

### **11.1 RATE OF EARNING:**

- A. Twelve (12) month unit members earn the following annual leave:

Years of Satisfactory Service	Days
1 - 2	5
3 - 4	10
5 - 19	15
20 +	20

- B. Annual leave may be accumulated to a maximum of forty (40) days. Unused annual leave may be converted to sick leave for retirement purposes.
- C. A maximum of five (5) years credit will be accepted for previous Board employment for the purpose of placement on the annual leave scale for unit members changing job titles effective July 1, 1987.
- D. If school is held on a non-workday for twelve-month employees, all twelve (12)-month employees shall be granted one (1) additional day of annual leave.

### **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 FRINGE BENEFITS**

### **12.1 FRINGE BENEFITS:**

- A. 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 the age of 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 or retired under the age of 65) may earn six hundred dollars (\$600.00) toward their cost share for participating in certain activities within the Garrett County Employee Health Care Plan Wellness Program. In addition, their enrolled spouses may earn three hundred dollars (\$300.00) toward their share cost 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 timeframes:

1. CHRA (Clinical Health Risk Assessment) through current healthcare provider: and
2. Biometric health screenings or
3. Venture in Vitality Programs
4. Tobacco Cessation requirements

B. Prior to the Board of Education entering into an agreement with the Board of Garrett County Commissioners and Garrett College to alter any of the following, the Board will enter into negotiations with GCEA on the issues being considered for modification:

1. Increase of the percentage of the employee's share of the premium for coverage
2. Increase of employee co-pays for doctor's visits
3. Increase of percentage paid by employees for covered services
4. Increase of co-pay for prescription drugs
5. Reduction or elimination of retiree insurance benefits

C. The Board shall provide term life insurance in the amount of \$25,000 for each unit member (Double Indemnity included) and \$1,000 for each dependent, including spouse and children.

D. A Health and Wellness Committee shall be appointed by the Superintendent 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 members. 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.

E. 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. 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. The President of the Association, or 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.

F. 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.

G. Effective July 1, 2022, dental care will be unbundled and the premium rates will be a 50/50 split between Board & Employee. For Medical/Rx coverage, all plans will have a premium rate increase of 11.3% and the gold plan will change to a Defined Contribution Model. The design plan will include Prudent Rx.

## **12.2 RETIREE BENEFITS:**

- A. Upon a unit member's retirement, he/she shall receive thirty (\$30.00) for each unused day of sick leave accumulated up to two hundred and nine (209) days. Should the unit member die while in active service, the designated beneficiary shall receive the amount of thirty dollars (\$30.00) for each unused day of sick leave accumulated up to two hundred and nine (209) days. At the option of the bargaining unit member, all or a portion of the stipend may be placed into a tax deferred or sheltered annuity plan.

Note: Unused days of sick leave will also be converted to months of creditable service by the Maryland State Retirement and Pension System.

- B. Effective for those retiring July 1, 2006, and thereafter, the Board will pay toward the cost, as defined in the Terms and Conditions of the Garrett County Health Care Plan and the Plan Provisions for other post-employment benefits.
- C. Individuals must be eligible for retirement under the Maryland State Pension and Retirement System--Individuals must go directly into retirement after employment with the Garrett County Board of Education, to maintain Board of Education sponsored group health insurance coverage. There cannot be any time break between the last day of employment with the Garrett County Board of Education and the commencement of receiving retirement benefits from the State of Maryland Retirement and Pension system.
- D. Individuals must be eligible for retirement under the Maryland State Pension and Retirement System. Individuals must go directly into retirement after employment with the Garrett County Board of Education, to maintain Board of Education sponsored group health insurance coverage. There cannot be any time break between the last day of employment with the Garrett County Board of Education and the commencement of receiving retirement benefits from the State of Maryland Retirement and Pension System.

## **ARTICLE 13 SALARIES**

### **13.1 SALARIES:**

- A. Longevity is separate from and paid in addition to the base salary (see amounts listed on attached Salary Scales).
- B. The Board shall provide means for unit members to participate through payroll deductions in tax-deferred or tax-sheltered annuity plans, with a minimum of five (5) carriers with a goal to maintain ten (10) carriers, and credit union transactions.
- C. A twenty-six (26) check pay schedule shall be used to distribute pay every two (2) weeks, except in those years when the financial calendar requires a different pay schedule. The Board shall provide bargaining unit members with timely notification of the pay schedule via a payroll calendar.
- D. All unit members shall be required to enroll for direct deposit and shall be paid by means of direct deposit.

- E. Unit members who volunteer to work additional hours/days beyond their normal duty day/year shall be paid twenty-one (21) dollars per hour.
- F. Full year Step with 1% COLA to the Salary Scales effective 7/1/2018.
- G. 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).
- H. For 2022-2023, effective 7.1.22, unit members will receive \$1,075 applied to salary scales, and will receive a late-year step, which is modeled as a step being applied to the last eight (8) pay periods of the duty year.

### **13.2 EDUCATIONAL CREDITS:**

- A. Unit members will receive additional pay for college credit as listed below. The college degree must be earned from an accredited four-year college/university.
- B. Unit members, with the exception of those assistants that have passed the paraprofessional assessment will receive additional pay for college credit as listed below:

15 hours	\$200
30 hours	\$400
60 hours	\$600
90 hours	\$800
College Degree (4 years)	\$1,000

- C. Assistants who have passed the paraprofessional test will receive additional pay for passing the assessment and for college credit as listed below:

Passing score on the paraprofessional assessment	\$600
90 hours	\$800
College Degree (4 years)	\$1,000

### **13.3 TUITION REIMBURSEMENT:**

- A. Unit members will be reimbursed for the cost of college courses up to 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.

Effective 7.1.21, should a bargaining unit member currently receiving tuition reimbursement voluntarily separate his/her employment or has his/her employment separate 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.

- B. All fees incurred by bargaining unit members to obtain or retain licenses necessary for employment shall be reimbursed in total by the Board.

### **13.4 Conditions of Tuition Reimbursement:**

In order to be entitled to reimbursement, the bargaining unit member must meet the following conditions:

- A. The bargaining unit member must be under contract with the Board of Education and actively employed to receive reimbursement for classes taken during the summer.
- B. Credits must be earned at an accredited institution.
- C. A grade of "B" or better must be earned in the course or a passing grade in a pass/fail course.
- D. 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.
- E. Any courses not covered in Item-D. must have prior approval, in writing, from the Office of Human Resources and Employee Relations.
- F. Claims for reimbursement must be submitted by September 15, January 15, and June 15 of each school year. Reimbursement shall be made during the following month.
- G. Any financial assistance or allowance received for tuition from any source shall be deducted from the amount the unit member would have been reimbursed according to the guidelines above.
- H. 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.

### **13.5 OVERTIME:**

- A. When deemed necessary by a designated supervisor, a bargaining unit member may be asked to work overtime. Overtime is defined as working hours of bargaining unit member requested by a supervisor, which are in addition to those of the regular schedule. Unit members asked to work during their off-duty hours shall be paid for a minimum of two (2) hours, as long as such time is not an extension of his or her regular work day or extending the beginning or ending time of the shift. All work up to forty (40) hours per week will be paid at the regular hourly rate. Work in excess of forty (40) hours per week shall be compensated in accordance with the Fair Standards Labor Act. Overtime must be authorized in advance.
- B. In accounting for authorized compensatory time, the appropriate area of the unit member's time sheet must be completed and approved by the appropriate supervisor. Credit for actual compensatory time will be to the nearest half hour. The time sheet, with actual compensatory time, will be submitted to the Financial Secretary.

### **13.6 WORK-RELATED TRADE LICENSE:**

Bargaining unit members who are classified as maintenance and operations and hold a valid work-related trade license, as recognized by the Superintendent or designee, shall receive an annual stipend of \$200 per license. No more than three (3) license shall be recognized for compensation in any given year.

### **13.7 COMPENSATION COMMITTEE:**

The Superintendent and GCEA shall form a Joint Commission to examine the employee compensation packages for Garrett County Board of Education. 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.

## **ARTICLE 14 GENERAL PROVISIONS**

### **14.1 SEVERABILITY:**

If any provision or application of this agreement is held contrary to law, such provision or application shall not be valid and subsisting except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.

### **14.2 SUCCESSOR AGREEMENT AND REOPENERS:**

Negotiation sessions shall not begin later than December 1 of any given year in which bargaining is an option.

### **14.3 DISTRIBUTION:**

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.

### **14.4 DURATION:**

- A. For FY22, FY23, and FY24, 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, 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.
- 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).


**GCBOE/GCEA (Unit III: Support)**  
**Amendments for the 2022-2024 Comprehensive Agreement**  
**June 14, 2022**

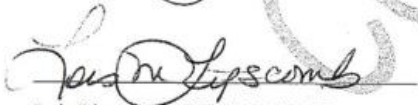
**XIX. DURATION**

The undersigned acknowledge that tentative agreement was reached during FY 2023 negotiations between the authorized representatives of the Garrett County Education Association (Unit I) 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, 2022, 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 14, 2022.


IN WITNESS WHEREOF, the Parties hereto have caused this document to be executed by their duly authorized officers on this 14th day of June 2022.

FOR GARRETT COUNTY  
EDUCATION ASSOCIATION (TEACHERS)

  
Patrick Damon, President

  
Lois Lipscomb, GCEA Unit III Representative

FOR GARRETT COUNTY BOARD OF EDUCATION

  
M. Tom Woods, President

  
Barbara Baker, Superintendent

# Addendum I

## SICK LEAVE BANK

- A. GCEA (Support Personnel) Sick Leave Bank (SLB) members on active duty in Garrett County may use bank days for prolonged, catastrophic, incapacitating personal illness, injury or quarantine of the unit member during regular scheduled duty days.
- B. Eligibility for Benefits:
  - 1. SLB benefits are available only when the unit member personally has a severe medical hardship (catastrophic illness or serious accident).
  - 2. Benefits can be received only after all accumulated sick leave and annual leave days have been exhausted.
  - 3. Any unit member receiving Worker's Compensation or disability benefits is not eligible to receive benefits from the SLB
  - 4. A unit member who is on leave of absence, suspended, or terminated from the Garrett County Board of Education is not eligible for SLB benefits.
  - 5. The form "Request for Sick Leave Bank Benefits" and physician's statement are required before the SLB Review Committee will consider a request for benefits. The physician's statement shall include a history of the illness, date the illness began, a diagnosis and prognosis, and any other related information.
  - 6. Approval by the SLB Review Committee is required prior to the receiving of benefits.
  - 7. Normal pregnancies, childbirth, childcare, or child adoption shall not be considered as eligible reasons for SLB benefits.
  - 8. A four (4) -member committee, consisting of two (2) members appointed by the President of the Association and two (2) appointed by the Superintendent, shall have the responsibility of receiving requests, verifying the validity of requests and approval or denial of requests. Any approval of a request must have the support of at least three (3) members of the committee. The committee shall develop its rules of procedure and shall give wide distribution to said rules upon approval of the President of the Association and the Superintendent.
- C. Operation of SLB
  - 1. The following criteria shall be used by the SLB Review Committee in determining eligibility and benefits:
    - a. Documented medical evidence of serious illness and injury;
    - b. Prior utilization of all sick leave and annual leave days;
    - c. Propriety of previous sick leave;
    - d. Any other information the SLB Review Committee deems appropriate.
  - 2. When approved by the SLB Committee, a maximum of thirty (30) sick leave days will be deposited in the unit member's sick leave account. The use of these days will be reviewed by the SLB Review Committee.
  - 3. The unit member receiving benefits may submit to the SLB Review Committee additional requests for a maximum of twenty (20) days per request as their present grant expires. The request application shall be accompanied by an updated physician's statement.
  - 4. Once a unit member is eligible for retirement benefits, including disability retirement from the State's Retirement Board, all SLB benefits will stop.

5. The maximum number of SLB days available per unit member per fiscal year is one hundred (100).
  6. The contribution forms for any unused days shall be returned to the Association.
  7. The existence of the SLB and participation by a unit member in the SLB does not eliminate any other benefits provided through law, policy or contract.
  8. Unit members shall not use SLB days to extend medical or life insurance coverage.
- D. GCEA shall be responsible for providing the Board the name(s) of the person(s) choosing to participate in the Sick Leave Bank. GCEA shall also provide the Board with an authorization form signed by each person contributing days authorizing the Board to deduct the donated days from their accumulated sick leave.
- E. Representatives of the Board and the Association shall review the provisions set forth in B and C annually or as needed.



# Addendum II

## GARRETT COUNTY EDUCATION ASSOCIATION – SUPPORT PERSONNEL AND GARRETT COUNTY BOARD OF EDUCATION

Grievance Report \_\_\_\_\_  
Grievant's Name \_\_\_\_\_ Position \_\_\_\_\_  
Work Location \_\_\_\_\_

### STEP 1

Date of Occurrence \_\_\_\_\_ Date Grievance Filed \_\_\_\_\_  
Statement of Grievance (cites Contract sections \_\_\_\_\_  
\_\_\_\_\_

Remedy Requested \_\_\_\_\_

Grievant's Signature \_\_\_\_\_

Date of Receipt by Immediate Supervisor (Step 1) \_\_\_\_\_

Supervisor's Signature \_\_\_\_\_

Supervisor's Response (Step 1) \_\_\_\_\_  
\_\_\_\_\_

Signature \_\_\_\_\_ Date \_\_\_\_\_

Position of Grievant \_\_\_\_\_

Signature \_\_\_\_\_ Date \_\_\_\_\_

### STEP 2

Date of Receipt by Immediate Supervisor (Step 2) \_\_\_\_\_

Supervisor's Signature \_\_\_\_\_

Supervisor's Response (Step 2) \_\_\_\_\_  
\_\_\_\_\_

Signature \_\_\_\_\_ Date \_\_\_\_\_

Position of Grievant \_\_\_\_\_

Signature \_\_\_\_\_ Date \_\_\_\_\_

### STEP 3

Date of Receipt by Immediate Supervisor (Step 3) \_\_\_\_\_

Supervisor's Signature \_\_\_\_\_

Supervisor's Response (Step 3) \_\_\_\_\_

Position of Grievant \_\_\_\_\_ Date \_\_\_\_\_

Signature \_\_\_\_\_ Date \_\_\_\_\_

### STEP 4

Date of Receipt by Board of Education (Step 4) \_\_\_\_\_

Board of Education's Response \_\_\_\_\_  
\_\_\_\_\_

Signature \_\_\_\_\_ Date \_\_\_\_\_

NOTE: Should additional space be needed at any of the above steps, see attachments as noted.

# Addendum III

Appendix E.2

## Garrett County Board of Education Support Salary Scales Fiscal Year 2023

	Nurse*	Sec III	Sec IV	Sec V	Sec VI	Maint- enance	Custodial III	Custodial IV	Media Asst**	Inst Asst**	Nursing Asst	Caf Asst***	Caf Asst - PIC***	Case Manager	Media Technician
1	45,339	36,118	34,404	33,579	28,646	41,456	36,053	30,845	26,590	24,609	24,609	24,543	26,571	45,488	46,209
2	46,361	36,899	35,144	34,298	29,259	42,367	36,832	31,507	27,156	25,126	25,126	25,060	27,137	46,516	47,237
3	47,079	37,449	35,664	34,804	29,690	43,007	37,379	31,973	27,553	25,490	25,490	25,424	27,535	47,240	47,961
4	48,283	38,049	36,224	35,348	30,140	43,714	37,974	32,464	27,963	25,861	25,861	25,795	27,913	48,389	49,110
5	49,524	38,659	36,793	35,902	30,600	44,436	38,579	32,968	28,386	26,240	26,240	26,174	28,297	49,535	50,256
6	50,804	39,276	37,377	36,465	31,076	45,170	39,193	33,485	28,816	26,624	26,624	26,558	28,689	50,681	51,402
7	52,122	39,910	37,974	37,039	31,553	45,924	39,835	34,011	29,253	27,021	27,021	26,955	29,091	51,830	52,551
8	53,965	40,550	38,583	37,630	32,040	46,684	40,468	34,548	29,700	27,419	27,419	27,353	29,498	52,978	53,699
9	54,876	41,210	39,198	38,227	32,542	47,464	41,128	35,092	31,158	27,833	27,833	27,767	29,918	54,129	54,850
10	56,310	41,881	39,829	38,842	33,054	48,259	41,795	35,648	30,617	28,249	28,249	28,183	30,341	55,274	55,995
11	57,795	42,566	40,471	39,466	33,571	49,072	42,476	36,217	31,091	28,675	28,675	28,609	30,774	56,420	57,141
12	59,326	43,727	41,590	40,563	34,564	50,364	43,632	37,259	32,037	29,574	29,574	29,508	31,680	58,035	58,756
13	60,894														
14	62,516														
15	64,183														
16	65,904														
17	67,674														
18-21	69,959														
22-26	71,834														
27+	73,768														
Duty Year	197 days	12 month	12 month	12 month	197 days	12 month	12 month	210 days	187 days	187 days	187 days	182 days	185 days	187 days	12 month
Duty Day	7.6 hours	8 hours	8 hours	8 hours	7.6 hours	8 hours	8 hours	8 hours	7.6 hours	7.6 hours	7.6 hours	8 hours	8 hours	7.6 hours	8 hours

### Additions to Base:

#### Longevity

10 years - \$488  
15 years - \$977  
20 years - \$1,465  
25 years - \$1,954

#### Educational Credits

15 Hours College Credit - \$200  
30 Hours College Credit - \$400  
60 Hours College Credit - \$600  
90 Hours College Credit - \$800  
Bachelor's Degree - \$1,000

\* Nurses are not eligible for longevity and they must have 10 years & 15 years service to GCPS to be eligible for Step 20 & 25 respectively

\*\* Assistants who have passed the paraprofessional assessment receive \$600 and are not eligible for 15, 30 or 60 hour college credit amount

\*\*\* Cafeteria Staff scale based on 40 hour work week, but may be prorated depending upon duty day