



2019 -2021

# COMPREHENSIVE AGREEMENT

WITH THE GARRETT COUNTY BOARD OF EDUCATION  
AND THE  
GARRETT COUNTY EDUCATION ASSOCIATION (SUPPORT PERSONNEL)

# DIRECTORY

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

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

NEA Headquarters (DC)  
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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:**

- 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.
- H. 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 president or designee shall be permitted to draw upon a maximum of fifteen (15) full duty days annually for use in Association Business. The unit member will not suffer any loss of pay or annual leave while on Association leave.
- 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. If the person designated to attend the meeting is a unit member and if a substitute, as determined by the Board, is necessary to replace such unit member during his/her absence, the Association shall reimburse the cost of such unit member's substitute.

### **3.9 BOARD MEETINGS:**

- E. 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.



- E. 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:**

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:**

- G. "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.
- G. 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.
- G. Days shall mean duty days.
- G. 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.

#### **G. 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.
- E. 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. The duty day may be extended by no more once a month for a maximum of forty-five (45) minutes monthly for the purpose of school-based meetings to be held by supervisors, building administrators, or teacher leaders. The duty days for the remainder of the pay period in which the meeting is held will be shortened by a total of forty-five (45) minutes to compensate. Every effort will be made to ensure that all unit members can attend without affecting their duty day beyond this extension.
- H. Workdays for all twelve (12)-month secretarial, maintenance, and custodial employees shall be no longer than eight (8) hours, inclusive of a paid lunch period. School-based secretarial and custodial employees shall have a thirty (30) minute duty free lunch period, while central office secretaries, custodians and maintenance employees shall have a forty-five (45) 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.
- H. 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.

- H. 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.
- H. Administration will make every effort not to modify unit member's daily work schedule and to notify unit members of those changes in a timely manner.

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

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.

### **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.
- H. When GCPS is informed that a student engaged in reportable offenses, or when a student is transitioning to a school from an outside facility, that information will be shared with staff who have supervisory responsibility for that student unless prohibited by law. Opportunity for feedback on

behavior, safety and individualized education plans will be provided for the affected staff prior to implementation.

- H. When a student's behavior seriously disrupts the instructional program to the detriment of other students, the classroom teacher may remove the student from class and refer the student to the principal or designee. The principal will determine the time of return to class, but such determination shall only be made after consultation with the teacher. Any affected unit member with supervisory responsibility for the student will be provided information pertinent to the student's instructional needs. A copy of the student's disposition will be provided to the referring unit member. Any unit member may request a conference with the administrator prior to the student's readmission. Additionally, any unit member with supervisory responsibility will be made aware of the disposition of that student as soon as possible.

## **5.5 CONSULTING TIME:**

- A. An instructional assistant shall have time scheduled during the duty day for consulting with his/her teacher(s) when possible.
- B. Prior to the behavior meeting, any unit member involved with the implementation of a student behavior intervention plan will have the opportunity for input and the ability to share concerns. The unit member will also be provided the necessary professional development to implement the plan with fidelity.

## **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.

## **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.

# 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 SICK LEAVE**

### **9.1 ANNUAL ALLOWANCE:**

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 is entitled to the flexibility of using sick leave in the following manner (family illness, self-sick, and up to five (5) personal days).

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

- A. Female unit members may 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.
- B. Unit members desiring to use any or all accumulated leave during a period of pregnancy or post-natal care should state this in writing to the Office of Human Resources and Employee Relations using the FMLA paperwork.
- C. Unit members who use any or all accumulated leave as a temporary disability during pre- and post-natal care must return to active service as soon as her physical health permits according to her physician; unless she requests a leave of absence without pay or she resigns.
- D. Any non-probationary female unit member who does not wish to use any or all accumulated *[sick]* leave during pre- and/or post-natal care shall be granted a leave of absence without pay provided that a reasonable notice in writing to the Office of Human Resources and Employee Relations is made in advance.
- E. Unit members using a leave of absence without pay for pre-natal care, adoption, post-natal care and/or child rearing (not to exceed a period of one (1) year in duration and taken within the first year after birth or adoption) shall have the opportunity to continue benefit programs provided to unit members. Unit members with at least one (1) year of experience with the Garrett County Board of Education will be required after the first twelve (12) weeks to assume the Board's share of the premium in addition to any premiums he/she theretofore paid for dependent coverage. Provided that a written, advanced request is made to the Office of Human Resources and Employee Relations the employee on such leave will be offered employment upon expiration of the leave in the first available position in their classification for which they are qualified. The request should be made at least thirty (30) days prior to the return and should include the anticipated date of return. If the return is within ninety (90) duty days and such return is stipulated at the beginning of the leave, the same position shall be offered.
- F. 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.
- G. If using combined sick leave and leave without pay teachers who have at least one (1) year experience with the Garrett County Board of Education will have premiums paid for a total of twelve (12) weeks per year in accordance with the terms of the FMLA, and have their position held prior to such leave.

## **9.3 ANNUAL NOTIFICATION:**

The Board agrees that unit members will be notified as to the number of accumulated sick leave days annually via their employee portal.

## **9.4 ILLNESS IN IMMEDIATE FAMILY:**

- A. 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.

- B. 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.

## **9.5 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 BUSINESS 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 personal leave days.
- B. The maximum number of personal leave days a bargaining unit member may use in a school year shall be six (6), providing he/she has accumulated two (2) personal leave days from the prior year. No more than five (5) personal business days may be used consecutively without approval from the Office of Human Resources and Employee Relations. Unused personal days, aside from the two (2) which may be accumulated shall revert to sick 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 provides his/her supervisor written notification within two (2) weeks of the intended start date of the desired leave. Failure to provide the minimum two (2)-week notification shall require administrative approval from the Office of Human Resources and Employee Relations. No more than two (2) personal days may be taken immediately preceding or following a school holiday during any given work year.

## **10.2 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.

## **10.3 CIVIL LEAVE:**

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. 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.

## **10.4 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.
- B. A leave of absence without pay, not to exceed one (1) year, may be granted to a unit member for the purpose of study, 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.

- C. Political leave shall be for a period not to exceed one (1) year or the length of the elected office and be for a continuous time period. The unit member on leave will be offered the first available position for which he/she qualifies upon written notice by June 1 or 30 days prior to the date of return. Save in emergencies, requests for such leave must be submitted to the Office of Human Resources and Employee Relations at least thirty (30) days in advance of the requested leave date.

### **10.5 SEVERANCE PAY UPON RETIREMENT:**

Upon a unit member's retirement, he/she shall receive thirty dollars (\$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 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 sick leave will also be converted to months of creditable service by the Maryland State Retirement and Pension System.

#### **Stipend for Early Notification of Retirement**

If funding is available, GCBOE will offer members of this bargaining unit a stipend for early notification of retirement, notification date and stipend amount are determined by the Superintendent.

### **10.6 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.

### **10.7 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.

## **10.8 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. GCEA may grant Association leave to any Association member from its total allotment of twenty (20) days. It is understood that Unit I and Unit III shall share the aforementioned total allotment of twenty (20) Association days.

## **10.9 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.

#### **10.10 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 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 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.

## **ARTICLE 12 FRINGE BENEFITS**

### **12.1 FRINGE BENEFITS:**

- A. Beginning 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 Garret 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 in 2017 to earn the incentive for 2018.

1. Biometric health screening; and
  2. CHRA (Clinical Health Risk Assessment through UMR)
- B. Contingent upon meeting the requirements outlined in section B above, the Board shall 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.
- C. Beginning January 1, 2018, a nine hundred dollar(\$900.00) employee health insurance cost share will become effective through 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.
- 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.
- E. 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
- F. 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.
- G. 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.

- H. 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.

## **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. A full step increment for 2019-2020, effective 7/1/2019 with a COLA applied to each step to achieve a 5.75% increase when combined with the step increase.
- H. Effective 7/1/2020, 4.5% blended step increase.

### **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 REIMBURSEMENT:**

- A. Employees will be reimbursed for six (6) college credits from July 1 of one year to June 30 of the following year. The maximum rate of reimbursement at a four-year institution will be adjusted to be the tuition rate set by Frostburg State University for undergraduate or graduate courses. The maximum rate of reimbursement at a two-year institution will be adjusted to be the tuition rate set by Garrett College. Reimbursement for courses taken through other institutions or agencies may not exceed the maximum rates of reimbursement or the actual invoiced cost of the course.
- B. All courses taken must have prior approval of the appropriate supervisor.
- C. In order to be entitled to reimbursement, the bargaining unit member must meet the following conditions:
1. The bargaining unit member must be employed with the Board of Education. He/she must be actively employed to receive reimbursement for classes taken during the summer.
  2. Credits must be earned at an accredited institution.
  3. A grade of "B" or better must be earned in the course or a passing grade in a pass/fail course.
  4. Credits earned must contribute toward the securing a Bachelor's Degree and/or obtaining of a Maryland teaching certificate.
  5. Any courses not covered in Item 4 must have prior approval, in writing, from the Office of Human Resources and Employee Relations.
  6. 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.
  7. Any financial assistance or allowance received for tuition from any source shall be deducted from the amount the bargaining unit member would have been reimbursed according to the guidelines above.
  8. Should the bargaining unit member receiving tuition reimbursement for a Bachelor's Degree or a Maryland teaching certificate voluntarily separate his/her employment or has his/her employment separated for cause within five (5) years of degree completion, 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 tuition reimbursement paid on his/her behalf. Such payment shall be made within one (1) year of his/her separation from employment.
- D. 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 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.

### **13.5 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.

### **13.6 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 REPRESENTATION FEE:**

- A. As of July 1, 2011, pursuant to Section 6-504 of the Education Article of the Annotated Code of Maryland, and as a condition of employment, all members of the bargaining unit shall be required to either join the Association or pay a representation fee in the amount not to exceed the membership dues in the Association and its affiliates. Any unit member electing not to join the Association shall be required to pay the representation fee. The Association shall notify the Board of Education of those unit members that have elected not to join the Association and for which the Association notified the Board of Education to deduct a representation fee. The Association shall indemnify and save the Board harmless against any and all claims, demands, suits, and any other form of liability that shall arise out of or by reason of action taken or not taken by the Board for the purposes of complying with any of the provisions of this paragraph. If any provision of this paragraph is held to be in violation of any state or federal law, said provision shall be deemed to be modified to bring it into compliance with said law.
- B. A unit member employed for the 2010-2011 school year who is not a member of the Garrett County Education Association Support Personnel is exempt from the fee provided under this article.
- C. Any unit member employed after July 1, 2011 or thereafter, receiving a salary in excess of twenty two thousand five hundred dollars (\$22,500.00) who does not join the Garrett County Education Association Support Personnel is liable for the fair share fee provided under this article.
- D. Any unit member having a bona fide religious objection to paying a representation fee to an organization designated as the exclusive bargaining agent for unit members shall be exempt from paying the representation fee. In lieu of paying the representation fee, the unit member shall pay the amount of the representation fee to a nonreligious, nonunion charity or to another charitable organization as may be mutually agreed upon by the employee and the exclusive representative, and furnish to the public school employer and the exclusive representative written proof of such payment. If written proof of payment is not furnished to both parties by December 31 of each year, the full representation fee shall be deducted from the remaining checks in the fiscal year.

## 14.5 DURATION:

- A. For FY19, FY20, and FY21, 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, 2018, and remain in full force and effect until June 30, 2021, or until superseded by a new agreement.

### GCEA (Support) NEGOTIATIONS

#### Amendments to 2018-2021 Comprehensive Agreement

6/12/2020

#### XIX. DURATION

The undersigned acknowledge that tentative agreement was reached during FY 2020 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, 2020, and remain in full force and effect through June 30, 2021, or until superseded by a new agreement in writing. The aforementioned modifications supplement the 2018-2021 Comprehensive Agreement between the Garrett County Board of Education and the Garrett County Teachers Association (Unit I), effectuated June 9, 2020.

IN WITNESS WHEREOF, the Parties hereto have caused this document to be executed by their duly authorized officers on this 9th day of June 2020.

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

# 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 2021

	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	41,683	31,872	30,158	29,333	24,990	37,171	31,768	27,019	23,065	21,084	21,084	21,084	23,072	41,963	41,963
2	42,705	32,653	30,898	30,052	25,603	38,082	32,547	27,681	23,631	21,601	21,601	21,601	23,638	42,991	42,991
3	43,423	33,203	31,418	30,558	26,034	38,722	33,094	28,147	24,028	21,965	21,965	21,965	24,036	43,715	43,715
4	44,627	33,803	31,978	31,102	26,484	39,429	33,689	28,638	24,438	22,336	22,336	22,336	24,414	44,864	44,864
5	45,868	34,413	32,547	31,656	26,944	40,151	34,294	29,142	24,861	22,715	22,715	22,715	24,798	46,010	46,010
6	47,148	35,030	33,131	32,219	27,420	40,885	34,908	29,659	25,291	23,099	23,099	23,099	25,190	47,156	47,156
7	48,466	35,664	33,728	32,793	27,897	41,639	35,550	30,185	25,728	23,496	23,496	23,496	25,592	48,305	48,305
8	50,309	36,304	34,337	33,384	28,384	42,399	36,183	30,722	26,175	23,894	23,894	23,894	25,999	49,453	49,453
9	51,220	36,964	34,952	33,981	28,886	43,179	36,843	31,266	26,633	24,308	24,308	24,308	26,419	50,604	50,604
10	52,654	37,635	35,583	34,596	29,398	43,974	37,510	31,822	27,092	24,724	24,724	24,724	26,842	51,749	51,749
11	54,139	38,320	36,225	35,220	29,915	44,787	38,191	32,391	27,566	25,150	25,150	25,150	27,275	52,895	52,895
12	55,670	39,481	37,344	36,317	30,908	46,079	39,347	33,433	28,512	26,049	26,049	26,049	28,181	54,510	54,510
13	57,238														
14	58,860														
15	60,527														
16	62,248														
17	64,018														
18-21	66,303														
22-26	68,178														
27+	70,112														

<b>Duty Year</b>	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
<b>Duty Day</b>	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