

MASTER AGREEMENT

between the

**Board of Education of
Baltimore County**

and the

**Baltimore (County Instructional)
Assistants & Clerical Employees, Inc.,
(BACE)**

July 1, 2007 – June 30, 2012

employee's duties in such cases shall be defined to include any extracurricular activity or duty, whether school-sponsored or PTA-sponsored.

Administrators shall proceed in accordance with the **Critical Response and School Emergency Safety Management Guide, Workplace Violence: Guidelines for Administrators Dealing with Threat and Physical Attack on a Staff Member.**

6.5.1 The administrator shall share with the employee all information relative to the immediate threat and/or physical attack relating to the persons involved, that is not legally prohibited, and will act in appropriate ways as liaison between the employee(s), the police, and the courts. The administrator, supervisor, Area Assistant Superintendent, or a member of the Superintendent's staff will appear with the employee at any consequent hearing.

Staff members shall report to the appropriate administrator any threats of civil or criminal action against them arising out of and in the course of their employment. Union members are also encouraged to contact their Association.

6.6 Property Loss - Assault

In the event that an employee has any clothing or other personal property damaged or destroyed as the result of an unwarranted assault suffered in the course of his/her employment, the Board shall reimburse the employee the cost of repair or replacement value of such property, less any benefit from Workers' Compensation or insurance. This benefit shall have a five dollar (\$5.00) minimum clause.

6.7 Property Loss - General

The Board shall assume liability for the value of personal property destroyed, lost or damaged on their property as a result of an accident, vandalism, or theft under the following circumstances:

- a. The property was brought to work to be used as an adjunct to employment activities.
- b. Advanced permission to bring the equipment to work for a specified length of time was obtained in writing from the administrator, and such permission is renewed at least annually.
- c. A recent appraisal indicating the value of the item was filed with the administrator in advance.
- d. No coverage shall exceed five hundred dollars (\$500.00).
- e. Such coverage shall not apply if the negligence of the employee contributed to the loss.

6.8 Tuberculin Tests and Flu Shots

The Board shall make available, without cost to the employee, tuberculin tests and flu shots.

6.8.1 The Board shall make hepatitis B vaccine available at no cost to any employee who has been exposed to body fluids of a known carrier or body fluids of a student who has not been tested.

6.9 Health and Safety

The Board agrees that it shall maintain safe, sanitary, healthful working conditions and shall comply with state and federal regulations pertaining to such items.

8.11.1 Family Illness Leave

Employees may use a portion of their personal sick leave for illness in the immediate family. At the start of their leave accounting year, employees will be advanced a maximum of four (4) days from their personal sick leave to be used for illness in the family and they may accumulate up to a maximum of eight (8) days of such leave. The Manager of the Office of Staff Relations may approve additional days of Family Illness leave if the employee has sufficient personal sick leave, and can provide medical documentation of the family member's illness and the necessity for assisting the ill member of the family.

8.12 Unusual or Imperative Leave

Employees may be granted leave up to one (1) year without pay for unusual or imperative reasons where no other leave program is applicable. This leave may be granted by the Board and approval must be secured before absence occurs.

During this leave the employee may continue participation in the Board of Education Employee Insurance Plan by assuming full premium costs. The employee may neither withdraw nor make contributions to the Retirement System.

General Provisions

8.13 Benefit Continuation

While on approved unpaid leave of absence, insurance coverage may be maintained through payment of premium by the employee.

8.14 Reinstatement

Upon the expiration of a leave or written notification that the employee is ready to return from leave the employee shall be returned to his/her prior position if the leave has been for six (6) months or less. If over six (6) months and his/her prior position has been filled, the employee will be included with the employees to be involuntarily transferred or laid off employees and shall, in order of length of service, be offered any and all vacancies which may exist within his/her prior grade for which the employee may qualify. Should no vacancies exist for which the employee qualifies, offers will be extended as soon as they do become available prior to the employment of a new employee. An employee returning from leave shall be assigned no later than the beginning of the next school year. If necessary, the layoff provisions of Article 17 shall be invoked with the newly created vacancy utilized to place the individual being reinstated provided that employee would not otherwise have been laid off. An employee returning from an approved leave of absence shall be reinstated with all the rights, privileges and status accrued at the time of the effective date of leave and not utilized in the course of the leave. Failure to accept one of the positions offered, or the position offered in the case of only one position being available, will mean that the Board will have fulfilled its responsibility and will be under no obligation to make additional offers. The employee's name will be removed from the list.

8.15 Unified Sick Leave Bank

PURPOSE. The Board of Education (BOE) will provide a Unified Sick Leave Bank (USLB) benefit to employees represented by the BOE's bargaining units, and to non-represented administrative assistants and management employees. The purpose of the USLB is to provide a vehicle through which employees may donate their accrued sick leave for other eligible employees to use. This additional paid sick leave may be granted to employees who have exhausted their accumulated sick leave and urgent personal business days.

DEFINITION. The USLB may grant additional paid sick leave to an employee who through catastrophic illness, injury, or quarantine is unable to perform the duties of his/her position. Under a qualifying illness or

injury, sick leave from the bank may also be granted for medical, dental, or optical examinations, or treatments that are impossible to schedule on non-duty days. Only the individual employee may use the USLB for his/her personal illness or injury. The USLB may not be used to be absent from work to care for members of the employee's family. Sick leave from the bank may not be granted when the employee has an active Workers' Compensation claim or when the employee is receiving compensation from Workers' Compensation. The USLB may not be used by an employee who is eligible for disability retirement to postpone that retirement. In no case will the granting of leave from the bank cause an employee to receive more than his/her regular annual salary.

ELIGIBILITY. All bargaining unit-represented employees will be automatically enrolled in the USLB once the following eligibility criteria are met:

TEN (10) MONTH EMPLOYEES. TEN (10) MONTH EMPLOYEES WHO HAVE COMPLETED ONE YEAR OF CONTINUOUS SERVICE AND WHO HAVE ACCUMULATED TWENTY (20) DAYS OF SICK LEAVE WILL BE AUTOMATICALLY ENROLLED IN THE USLB.

TWELVE (12) MONTH EMPLOYEES. TWELVE (12) MONTH EMPLOYEES WHO HAVE COMPLETED ONE YEAR OF CONTINUOUS SERVICE AND WHO HAVE ACCUMULATED TWENTY-FOUR (24) DAYS OF SICK LEAVE WILL BE AUTOMATICALLY ENROLLED IN THE USLB.

Employees meeting the eligibility requirements will be assessed a contribution when enrolled. The initial assessment and subsequent employee contributions will be based upon the needs of the USLB as determined by its governing committee.

OPT OUT - An employee who is eligible for membership in the USLB may 'opt out' for any reason by notifying the USLB in writing of his/her desire to withdraw from the USLB. Employees who opt out of the USLB will remain eligible for membership and may request to be re-enrolled by making a written request to the USLB. Employees who have opted out and request to be re-enrolled must meet the eligibility requirements. Employees who opt out in the fiscal year the initial assessment is made will have that sick leave time returned to them.

USE OF THE USLB. Employees must use all accumulated sick and urgent personal business leave prior to drawing from the USLB. The life time total that an employee may draw from the USLB is one (1) year. One year is equal to the number of duty days for ten (10) month employees and is equal to two hundred forty-five (245) duty days for twelve (12) month employees. The USLB will not be charged for holidays, compensable non-duty week days, or vacation days.

USLB GOVERNING COMMITTEE. Each union will appoint a USLB governing committee from its membership. The committee shall meet as needed to: review and verify employee requests to draw from the bank; recommend the approval or denial of such requests to the employee, to the Office of Risk Management and to other Board of Education (BOE) offices, as necessary; and to review the decision of the Manager of the Office of Risk Management regarding approval or denial of the request to draw from the USLB. Representatives of the committees shall meet with representatives of the BOE to develop procedural rules for the administration of the USLB. After approval by the Superintendent and the bargaining units, the USLB rules shall be distributed to employees. The representatives of the committees shall meet at least once annually with representatives of the BOE to review the rules and procedures of the Unified Sick Leave Bank, and to make recommendations for revisions to the rules and/or procedures.

APPEALS. Appeals of decisions of the Office of Risk Management may be made in writing within ten (10) duty days to the Assistant Superintendent, Department of Human Resources and Governmental Relations. Pending the outcome of the appeal to the Assistant Superintendent, the employee will continue to be paid from the sick leave bank.

8.16 Workers' Compensation

Whenever an employee is absent from work as a result of personal injury occurring in the course of his/her employment, as used and defined in the Workers' Compensation Laws of Maryland, and such lost time is approved by a Board physician the employee will be paid as close to his/her normal net salary as possible for the period of such absence up to twelve (12) months, and no part of such absence will be charged to his/her annual or accumulated sick leave. If disability persists after the twelve (12) month period, the employee shall be placed on leave-of-absence and disability payments will commence consistent with the amount covered by Workers' Compensation Law. The employee, on termination of service with the Board of Education, who has indebtedness for advanced personal injury leave pay, must reimburse the Board for the amount of indebtedness.

8.16.1 The Board will continue to pay its share of the cost of health insurance for an employee receiving Workers' Compensation benefits, including up to twelve (12) months following the expiration of personal injury benefits.

8.16.2 An employee on Workers' Compensation may accrue up to one (1) year of service credit in determining his/her salary, including longevity, or vacation eligibility. These advance credits will become effective upon employee's return to work. Vacation time will be accrued at the normal rate for one year during disability leave. If such disability leave extends beyond one year, vacation time will not be accrued during the extended time.

In the event an employee is declared to have a permanent total disability verified by the Board's physician, he/she shall receive a contribution toward the premium for health and life insurance, commensurate to an employee retiring with thirty (30) years of service.

ARTICLE 9 Insurance Benefits

Basic Plan Life Insurance

9.1 The Board will pay 100% of the premium for \$15,000 life insurance.

Optional Plan Life Insurance

9.2 For active employees, additional life insurance (optional) can be purchased in multiples of basic annual earnings, rounded up or down to the nearest \$1,000 increment. Increments are equal to .25 times the employee's basic annual earnings starting at .50 times the employee's basic annual earnings. The minimum amount available for additional coverage, therefore, equals .50 times the employee's basic annual earnings. The maximum amount available equals the lesser of three (3) times the employee's basic annual earnings or \$400,000. Optional life insurance coverage shall be available to employees by payroll deduction.

Section 125 Plan

9.3 The Board shall provide for employee contributions to life, health, dental insurance programs, and employee premiums for cancer/intensive care insurance, and catastrophic insurance to be made with pre-tax dollars under Section 125 of the IRS Code. The Board shall provide for additional coverage under Section 125 as indicated in the Flexible Benefits Plan described later in this article.

9.3.1 The Section 125 Plan administrator shall be jointly determined by the Board and the employee organization(s) representing covered employee.