

# **MASTER AGREEMENT**

**between the**

**Board of Education of  
Baltimore County**

**and the**

**Teachers Association Of  
Baltimore County  
(TABCO)**

**July 1, 2007 – June 30, 2012**

**ARTICLE IX - Protection of Teachers  
(Personal Injury Benefits and Property Loss)**

**Procedure in Case of Threat (Assault) and/or Physical Attack (Battery)**

**9.1** Any case of threat (assault) and/or physical attack (battery) upon a staff member while acting within the scope of his/her duties shall be promptly reported to the principal/office head. The scope of the employee's duties, in such cases, shall be defined to include any extra-curricular activity or duty, whether school-sponsored or PTA-sponsored.

**9.1.1** 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.***

**9.1.2** 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 teacher at any consequent hearing.

**9.1.3** 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.

**Property Loss-Battery**

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

**Property Loss-General**

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

**9.3.1** In the case of personal property, supplies, or materials brought to school to be used as an adjunct to instructional activities, a written request to use the article(s) must have been approved by the principal prior to the loss. Each request shall include an accurate description along with appropriate serial numbers and/or model numbers and cost. Such request must be renewed annually.

**9.3.2** No coverage shall exceed six hundred fifty dollars (\$650).

**9.3.3** Such coverage shall not apply if the negligence of the teacher contributes to the loss.

**ARTICLE X - Teaching Conditions**

**General**

**Health & Safety**

**10.1** The Board agrees that it shall maintain safe, sanitary, healthful working conditions.

determining these holidays, the Superintendent will request from appropriate religious authorities, verification of the requirement for teachers to be absent from work to fulfill religious obligations. Should religious authorities verify that more than five (5) days are needed by the teacher, the teacher shall have the option of paying a substitute teacher's pay for the additional day(s). This day(s) shall not be subtracted from the teachers' accumulated sick leave. The teacher is required to submit one (1) week in advance, to the appropriate administrator, a letter stating the intent to be absent on a duty day to observe a religious holiday.

### **Court-related Leave**

**12.16** Teachers may be absent without loss of pay to serve on a jury or to obey a summons issued by a legally established court unless he/she is a defendant in court proceedings. Such absence is not charged to sick leave. A teacher receiving compensation for this duty shall receive his/her regular salary, less any compensation for such day.

**12.16.1** If a teacher defendant is not found to be guilty or, in a civil case, disposition is in favor of the defendant by the court, he/she shall be paid retroactively for time lost because of the summons, provided verification of the verdict is provided within thirty (30) days of the absence. A teacher pleading nolo contendere shall not be paid.

### **Sick Leave Bank**

**12.17** The purpose of the Sick Leave Bank is to provide sick leave to contributors to the bank after the member's accumulative sick leave has been exhausted.

**12.17.1** The definition of sick leave covered by this bank shall be that leave that is granted to a teacher who through catastrophic personal illness, injury, or quarantine is unable to perform the duties of his or her position. Sick leave from the bank may also include other excused absences, such as medical, dental, or optical examination or treatment impossible to schedule on non-duty days when required as a result of a qualifying illness or injury. Sick leave from the bank may not be granted for the period of disability when monies are paid to the teacher under Workers' Compensation Law.

**12.17.2** A three-member approval committee, consisting of members selected by the Association, shall have the responsibility of receiving requests, verifying the validity of requests, approving or denying requests, and communicating its decision to the member and the Office of Risk Management. The committee shall have reasonable discretion in requiring a doctor's certification of disability and in establishing special limits or provisions for certain disabilities. The committee shall develop its rules of procedure and general criteria for approval. Upon approval of the rules and criteria by the Association and the Superintendent, the committee shall give the rules wide distribution.

**12.17.3** The Office of Risk Management shall approve bank grants as being within the limits of the bank balance; that the illness is covered under Section 12.17.1; and that sick leave is exhausted. Requests meeting the above will be forwarded to the Office of Payroll as authorization for payment.

**12.17.4** The bank may be used only by the individual contributor for his or her personal disability.

**12.17.5** The bank may not be used for disabilities of other members of the contributor's family.

**12.17.6** The bank may not be used by the contributor to remain away from his or her position in order to assist a member of his or her family who is ill.

**12.17.7** Only earned or anticipated sick leave may be contributed to the bank; vacation and personal leave may not be contributed.

**12.17.8** Contributions can be made between July 1 and September 30 of any given year. Teachers returning from leave will be permitted to contribute to the bank on approval of the committee. New teachers will not be eligible to join during the first school year in which they are employed, and, if laid off, may contribute within the first thirty (30) days after the effective day of reassignment. A new teacher who was a Board employee in another bargaining unit in Baltimore County and who was a member of a sick leave bank in the other unit at the time of receiving a teacher's contract shall be eligible to join the bank immediately. A new teacher who was a teacher in another Maryland school system and is transferring in twenty-five (25) or more days of sick leave shall be eligible to join immediately. The Association will notify the Office of Payroll so that an exception entry can be made. Teachers returning to the system shall be eligible to join the bank immediately if they are eligible to receive previously earned accumulated sick leave and if the amount of previously accumulated sick leave is at least fifteen (15) days.

**12.17.9** All teachers on active duty in the Baltimore County Public Schools for which the Association is the exclusive agent are eligible to contribute to the sick leave bank.

**12.17.10** The rate of contribution for members shall be based on the following schedule:

0 to 120 days of accumulated sick leave--1 1/2 days

121 to 180 days of accumulated sick leave--1 day

181 or more days of accumulated sick leave--1/2 day

The initial contribution to the bank will be made at the time of joining the bank and future contributions will be based on need as agreed upon by the Board of Directors of the Association and the Superintendent.

Contributors must use all accumulated sick leave before applying for leave from the bank. The total time a person may draw on the sick leave bank is one (1) year including duty days, holidays, and CNDWD or vacation days but does not include the other days the teacher does not normally work.

**12.17.11** A contributor will lose the right to utilize the benefits of the bank only by:

- (a) Termination or suspension of employment in the Baltimore County Public Schools.
- (b) Cancellation of participation by the member on the proper form at any time.
- (c) While on approved leave of absence.
- (d) Transfer to a position in another unit within the school system.

**12.17.12** The existence of the bank and participation by a teacher in the bank does not negate or eliminate the rights of individual teachers who participate in the bank to other sick leave benefits as specified by this Agreement.

**12.17.13** All donations will remain in force and cannot be returned even upon cancellation of a membership.

**12.17.14** Members shall be permitted to use the bank for personal illness. After sick leave is exhausted, the bank can be used on the fourth duty day of absence during the member's disability. The three (3) days deductible will apply to each disability but will be waived for relapses of the same disability. The maximum number of sick days that can be granted in any one (1) fiscal year will be the remaining number of duty days a member is scheduled to work plus included holidays and CNDWD or vacation days they would normally accrue during this period. In no case will the granting of leave from the bank cause a member to receive more than his or her annual salary.

**12.17.15** The number of accumulated sick leave days available to a member at any time for any purpose, will not include the number of days which the teacher has contributed to the bank.

**12.17.16** An individual eligible for disability retirement may not use the provision of the sick leave bank to postpone that retirement.

**12.17.17** All unused sick leave days in the bank at the end of a fiscal year shall be carried over to the next fiscal year.

**12.17.18** When it is known that a teacher will be out on sick leave for an extended period of time the teacher may agree to have his/her position filled by a contractual teacher. In such cases the teacher will be placed upon his/her return in accordance with Sections 12.1 and 12.1.1 of this Article, except that the deadline for requesting September placement will be June 1.

**12.17.19** When it is known that a teacher will be out on sick leave through the sick leave bank for a period of three (3) months or more, the Board may fill the position with a contractual teacher for the remainder of the school year. In such cases the teacher will be assigned to his/her previous position at the beginning of the next school year, unless the teacher has voluntarily relinquished the position. If the teacher is able to return to work before the end of the school year, the teacher will be guaranteed his/her full salary for the remainder of the year. The Board may assign such teacher to an appropriate position for the remainder of the school year.

**12.17.20** Should the provisions of the sick leave bank be terminated the bank balance shall be returned to the then current members of the bank proportional to the rates established in Section 12.17.10 of this Article, excluding those individuals who have utilized the bank in the previous three (3) years.

### **Workers' Compensation Leave**

**12.18** When a teacher is absent from school as a result of personal injury caused by an accident or an assault 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 teacher will be paid as close to his/her normal net salary as possible for the period of such absence up to twelve (12) months. No part of such absence will be charged to the teacher's sick leave. If disability persists after the twelve (12) month period, the teachers shall be placed on Leave of Absence and disability payments will commence consistent with amount covered by the Workers Compensation Laws. Any teacher who terminates his/her service with the Board must reimburse the Board for any advanced personal injury leave pay for which he/she is indebted to the Board.

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