

Master Agreement



Between the
Board of Education of Carroll County
and the
Carroll Association of School Employees
(CASE)

2010 - 2011

Smoking, secondhand smoke and smokeless tobacco have been found to pose definite health hazards. As of July 1, 1991, tobacco use is not permitted in any Board indoor facility. This is meant to be sensitive to the needs of everyone in the Carroll County Public Schools.

K. TELEPHONE CALLS

Unit members shall be notified of all emergency telephone calls.

L. ASSAULT OF UNIT MEMBERS

In case of an assault initiated by a student, or non-student on school property, upon a unit member during the performance of his/her duties causing damage to the unit member's personal property, the Board will make equitable financial adjustment with the unit member not to exceed \$500. This includes a unit member's clothing.

M. REST PERIODS

All employees shall have the right to take rest periods as needed during the duty day that do not interfere with the operation of the schools.

ARTICLE V - ASSOCIATION RIGHTS

A. ASSOCIATION MEETINGS

The Association shall have the right to use school buildings in compliance with the established Guidelines For Use of Facilities in the Carroll County Public School System as fifth priority users.

B. BULLETIN BOARDS

There will be bulletin board space or bulletin area reserved for the Association in each office or school with location to be approved by the principal; but in such areas as to allow easy access to all members, for the purpose of displaying its official notices, circulars and other such materials.

C. ASSOCIATION COMMUNICATIONS

The Association will have the right to place official notices, circulars and other materials in members' mail boxes, so long as it does not interfere with the distribution of the materials of the school system. All Association materials intended for distribution in schools or in the school system must be approved by the local Association President or the local Association's President's designee before distribution. The Association shall

F. ILLNESS IN FAMILY

A leave of absence without pay for up to one (1) year shall be granted for the purpose of caring for a sick member of the unit member's immediate family. Additional leave may be granted on the approval of the Board.

G. PERSONAL ILLNESS

After two (2) years of continuous employment in the Carroll County School System, a unit member shall be granted a leave of absence, without pay, up to one (1) year for health reasons. Request for such leave shall be supported by appropriate medical evidence.

H. CIVIL LEAVE

A unit member who is subpoenaed as a witness in a civil case relating to his/her Board of Education employment or is called and serves on a jury shall be granted leave at full pay. Application for such leave shall be made as far in advance as is reasonably possible.

This clause will not apply in the event that a unit member is a named defendant resulting from an alleged criminal act on his/her part.

I. WORKERS' COMPENSATION LEAVE

Whenever an employee is absent from work as a result of personal injury occurring in the course of his/her employment, he/she will be paid his/her full salary for a compensable injury for a period not to exceed 90 duty days* and with no loss of fringe benefits, and no part of such absence will be charged to his/her accumulated personal, annual, or sick leave.

Any Workers' Compensation payment made for temporary disability due to said injury and applicable to the aforementioned 90 duty day period shall be endorsed over to the Board. After an employee has been absent from work for 60 duty days due to a compensable injury, his/her position may be filled with a contracted employee. The injured employee will be administratively placed in a medical leave of absence status.

If the employee is continued on temporary total disability from Workers' Compensation beyond the 90 duty day period, these options shall be available to him/her:

1. He/she may elect to use his/her earned leave or sick leave, (if said leave time is available to him/her) during which period(s) he/she shall receive his/her full regular salary, less any amount paid as temporary disability under Workers' Compensation benefits and not use any of his/her accrued sick leave. Workers' Compensation checks may be retained by the employee for those periods of time on annual leave.

2. When there is no other leave time available for the employee to use he/she must apply for a non-compensatory leave of absence. If an employee goes on Workers' Compensation, the Board agrees to continue paying its share of Medical Insurance premiums during the period of disability.
3. While on a non-compensatory leave of absence he/she will not receive salary payments. Any Workers' Compensation payment for temporary disability due to said injury may be retained by the employee.

The 90 day period means 90 days per injury. If there is an aggravation of the same injury, and a temporary total award is reinstated, the employee is under the initial 90 day period. The employee does not begin a new 90 day period with the aggravation of a pre-existing compensable injury.

J. REINSTATEMENT

All benefits to which a unit member was entitled at the time leave of absence commenced, including unused accumulated sick leave shall be restored upon the unit member's return, and the unit member shall be assigned to the same position which the unit member held at the time said leave commenced, if available, or if not, to a substantially equivalent position when such a position becomes available. All requests for extended leaves of absence, extensions or renewals of such leaves shall be made in writing and the Board shall make a written response to all such requests.

K. OTHER LEAVES OF ABSENCE

Other leaves of absence without pay may be granted on the approval of the Board.

L. LEAVE BY THE HOUR

Unit members requiring a substitute: Instructional Assistants, Special Education Assistants, Paraprofessionals, and LPN's.

- On an emergency basis, unit members who are less than full time, but at least .500 FTE or above may be charged sick leave on an hour-to-hour basis, if approved by the cost center administrator.

Unit members not requiring a substitute: clerical employees.

Unit members may be charged leave-by-the-hour under the following conditions:

- Unit members may take leave over one (1) hour in two (2) hour increments (1, 1.5, 2, 2.5, 3 . . .)