



MASTER AGREEMENT

Between the

BOARD OF EDUCATION OF HOWARD COUNTY

and the

**HOWARD COUNTY EDUCATION ASSOCIATION
EDUCATIONAL SUPPORT PROFESSIONALS**

July 1, 2010 – June 30, 2013

This is a Three-Year Agreement

Revised: July 2011

ARTICLE 8
WORKERS' COMPENSATION LEAVE

- 8.1 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 work days and with no loss of fringe benefits, and no part of such absence will be charged to his/her accumulated personal, annual or accumulated sick leave. Any worker's compensation payment made for temporary disability due to said injury and applicable to the aforementioned 90 work-day period shall be endorsed over to the department.

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

- A. The employee may elect to use his/her earned leave or sick leave, during which period(s) he/she shall receive his/her regular salary, plus any amount paid as temporary disability under Workers' Compensation Law.
- B. The employee may apply for General Leave under Article 7 of this Agreement without affecting any benefits which may be due under the Workers' Compensation Law.
- C. The Board will reimburse the employee for the cost of medical, surgical, or hospital services (as covered under workers' compensation insurance) incurred as the result of any compensable injury sustained in the course of his/her employment.

ARTICLE 9
PROTECTION OF MEMBERS

- 9.1 Any physical and/or verbal assault upon an employee by a student, including special education students, shall be investigated by the school administrator and/or Superintendent/designee. The employee shall be informed of the results of the investigation to the extent provided for by statute.
- A. Any physical assault made upon an employee by a student shall result in suspension of said student based on an investigation of the incident conducted by the school administrator. Special education students are exempt from this provision.
 - B. The employee may request a conference with the school administrator and/or Superintendent/designee to discuss such an incident and/or the corrective action taken.

- 9.2 Damage to the personal property of any employee involved in a physical assault by a student shall be reimbursed by the Board for damages up to a reimbursement level established by the Superintendent/designee. The reimbursement will be provided only if not provided by the employee's insurance or other sources of restitution.
- 9.3 Health Room Control (For Nurses only) - Any RN threatened with physical abuse or abused in connection with his/her employment shall immediately report the incident in writing to his/her school administrator and/or Superintendent/designee. Incidents involving verbal abuse shall be reported in a similar manner. The RN may request a conference with the Superintendent/designee to discuss any incidents or the corrective action taken.
- 9.4 In the event of bomb threats against school system property, employees will not be asked to search for bombs.

ARTICLE 10 EMERGENCY CLOSINGS

- 10.1 In the event that central office and schools are closed for an emergency reason by the Superintendent, employees shall not be required to report to work. No leave of any type shall be reduced to cover such employee absence, nor shall any loss of pay or benefits be incurred. If employees are requested to work on such days for emergency reasons, they shall be paid time and a half for all hours worked. Ten-month assistants and Nurses shall not be required to report to school when schools are closed for inclement weather.
- 10.2 If schools are closed for students, but a determination is made to open the central office and school offices, all 12-month employees may report to work up to ninety (90) minutes later than their regular starting time or exercise liberal leave. Liberal leave is the employee's use of existing personal or annual leave. Ten and eleven-month employees will not report to work, except for emergency personnel.
- 10.3 On days of early school closings, school-based employees, including Nurses and student assistants, may be dismissed 30 minutes after the students' dismissal time. The building administrator may extend the dismissal time under extenuating circumstances. Nonschool-based employees shall be dismissed 30 minutes after the dismissal time of the latest school. School-based interpreters may be dismissed at the student's dismissal time.
- 10.4 Delayed Openings
- A. On delayed openings, 10-month school-based secretaries, clerks, paraeducators, health assistants, security assistants, 10/11/12 month nurses, and interpreters may report twenty minutes before the scheduled student starting time on said day.
- B. Twelve-month school-based secretaries may report one hour past their normal reporting time for a one-hour delay. For a two-hour delay, 12-month school-based secretaries may report two hours later than their normal reporting time.