

TABCO MASTER AGREEMENT

HOT TOPICS

ISSUE 31

Master Agreement Article XII

All language that addresses leave for Academic Activities, Adoption Leave, Bereavement Leave, Extended Leave of Absence, Absence for Maternity, Child Rearing Leave, Military Leave, Personal Leave, Sick Leave/Family Illness, Study Leave- Academic and Sabbatical, Urgent Personal Business Leave, Special Religious Observance Leave, Court-related Leave, Sick Leave Bank, and Workers' Compensation Leave are located in Article XII.

So what does this mean for you?

All TABCO members are encouraged to read over this section of the Master Agreement to understand their rights in regards to leave and absences. There are myths and in accurate information provided on this topic so you should be in the know yourself.

Some items to keep in mind:

- **Many of the leave provisions refer to “immediate family” in the language. The definition of “immediate family” is in the front of the Master Agreement and reads “Immediate Family - Father, mother, brother, sister, husband, wife, son, daughter, grandmother and grandfather by blood (not marriage), grandson, granddaughter, mother-in-law, father-in-law, daughter-in-law, son-in-law, equivalent step-family members, legal dependent of the employee, a person residing as a member of the household where the employee is making his/her home, or any other person so interpreted by the Manager, Office of Staff Relations.”**
- **On your pay stub, family illness days are part of your sick days. You are allocated 4 days each year for this purpose. This leave accrues up to a maximum of 8 family illness days. If you use all 8 days you must get permission to use sick days for additional family illness. It is important to know how many days you have left in each category to use before coding a day of absence in SEMS.**
- **Teachers are entitled to use up to 3 days per year for urgent personal business. A written letter of intent to use an urgent personal day, not why you are using it or what you’re doing, should be submitted to the principal at least 24 hours prior to the absence. These days do not need to be approved and cannot be denied unless they are before or after a holiday, used consecutively, or are on the last or first day of school. However, in those cases, approval can be granted. Principals can make exception to the 24 hour notice in cases of demonstrated need.**
- **There is no requirement for teachers to turn in a doctor’s note upon return**

after using a sick day or family illness day. BCPS did not negotiate the EAMP program and its provisions with TABCO and we do not support the unilateral punitive nature of the program. We encourage teachers to not abuse their sick leave. If you are sick, we encourage you to stay home and most often that does not require a trip to the doctor. If a principal or his/her designee asks you for a doctor's note, you can provide one if you so choose but you are not required to do so. A principal can call you in after randomly using 5 days of sick leave/family illness and ask you for notes, but you do not have to provide the notes. A principal can call you in again after 8 days and you still don't have to turn in any notes. If you receive any type of reprimand for not turning in a doctor's note or are given a letter stating that you will be considered insubordinate if you don't turn in a note, contact TABCO immediately. Each case is taken individually because if there's a pattern of absence, reasons to believe someone was on vacation or not sick, or consecutive days absent, that all has to be taken into consideration on a case by case basis.

- **When taking child rearing leave, a teacher must complete the "Application for Child Rearing Leave for Absence" prior to the birth of the baby or within 30 days of birth for a premature birth.**

The Master Agreement and the newest Supplement can be found on the TABCO website at www.tabco.org and your TABCO Association Representative should also have a copy. Learning about leaves and other provisions keeps you informed of your professional contractual rights and responsibilities.

If your rights are being violated or if you have questions regarding any items delineated above or in the Master Agreement, please contact your TABCO Association Representative at your site or contact your TABCO UniServ Director at 410-828-6403.

You are a part of TEAM TABCO and together we are strong!