ATTENTION!

Join the Sick Bank Now!!!!

The Sick Leave Bank is designed to provide temporary assistance to its members in the event of unexpected illness, but is no way obligated to any members. Therefore, the Sick Leave Bank is not to be considered a source of income, but a temporary source of insurance.

You only have 30 days from YOUR DATE of HIRE to join the Sick Bank!
Policies and Procedures for the
Baltimore Teachers Union and the Baltimore City Public School System

Sick Leave Bank
Effective: June 17, 2015

PURPOSE

The Sick Bank is designed to provide temporary assistance to members in the event of unexpected illness, but is in no way obligated to any member. The Sick Bank is not to be considered a source of income, but a temporary source of insurance.

SICK LEAVE COMMITTEE

1. A joint committee of six (6) members, half named by the Board of School Commissioners and half named by the Baltimore Teachers Union will administer the Sick Leave Bank and establish specific procedures for its utilization.

2. The Sick Bank Committee will review and forward to the Payroll Department its decision on all requests to draw on the Sick Leave Bank. The Payroll Department shall honor all requests to draw on the Sick Leave Bank. No grant of leave by the Committee shall be used to show that an employee has been excessively absent or otherwise, to impose discipline.

3. The Sick Bank Committee will meet the Wednesday before each pay date beginning with the first full pay in September through the last full pay in June.

4. The Sick Bank Committee will generally meet on Thursday if the Wednesday before the pay date is a holiday.

ELIGIBLE MEMBERS

- All Baltimore City Teachers, and PSRP’s are eligible to join the Sick Leave Bank. Participation is voluntary, but requires a minimum contribution of one (1) sick day for full-time employees, or a pro-rated day based upon the employee’s hours if less than full time, as needed and determined by the Sick Leave Bank Committee.
Eligible employees may join the Sick Leave Bank either within the first thirty (30) days after employment begins, or when a sick leave assessment is made. Any person who has relinquished his or her membership in the Sick Leave Bank may rejoin the Bank at such time and upon such conditions as set by the Committee.

**HOW TO FILE**

1. All requests to draw upon the Sick Bank must be submitted on the approved form and contain the physician’s legibly written statement confirming the diagnosis/impression, cause of confinement and pertinent information certifying the existence of a disability, first date of absence, and expected date of return to duty.

2. Applications must be completely filled out. The application will not be processed if all sections have not been completed.

3. Upon request, an applicant may be required to sign a release of medical information form, authorizing the Sick Leave Bank Committee to contact the attending physician, if needed. Failure to submit the release of medical information form within fifteen (15) days after the request is made will result in a denial of the application. Detailed medical information and an evaluation from the attending physician(s) and/or hospital will be required before any additional applications will be approved.

4. Requests must be accompanied by a copy of the applicant’s most recent pay stub with the initial application.

5. Applications should be submitted no later than five (5) days after all accrued sick leave, personal leave and vacation leave has been exhausted. In cases of medical emergencies, next of kin or someone known to the applicant may submit the application. All applications must be received the Tuesday before the scheduled Wednesday meetings. Failure to submit the application on time may result in non-payment. All requests are to be submitted to the Sick Bank Committee, c/o the Baltimore Teachers Union, 5800 Metro Drive, 2nd floor, Baltimore, Maryland 21215.
TERMS AND CONDITIONS OF SICK BANK GRANTS

1. The applicant may be required to undergo a medical review by a physician of the Committee’s choice at any time, and at the applicant’s expense, unless otherwise covered by health insurance. However, the information received from any such review or examination shall not be used to deny an employee the opportunity to return to work. Further, the Committee may request a second opinion from a physician chosen by the applicant.

2. In the case of Maternity Disability, the pay granted from Sick Bank will not exceed ten (10) weeks from the initial date last worked.

3. Before days can be granted from the Sick Leave Bank on the first request for any illness, the applicant must be out of pay status for five (5) consecutive working days.

4. Sick Bank grants shall be in units as determined by the Committee and not to exceed a total of ten (10) working days (full or pro-rata based upon the employee’s hours if less than full time) for per application. Additional grants of Sick Bank days may be granted at the discretion of the Committee up to a maximum of thirty (30) working days (full or pro-rata based upon the employee’s hours if less than full time) per school year for the same illness. Detailed medical information and an evaluation from the attending physician(s) and/or hospital will be required before any additional applications will be approved. If there is an occasion where an employee develops a secondary illness in the same school year, two additional grants of 10 days (full or pro-rata based upon the employee’s hours if less than full time) MAY BE granted, with proper medical documentation as determined by the Committee.

5. Grants from the Sick Leave Bank may not be used for disabilities, which qualify the member for Workers’ Compensation benefits. Applicants who are disabled by the act of a third party (e.g. automobile accident) who receive money from other sources (e.g. insurance or recovery from third party) shall reimburse the Sick Bank for grants received. Sick Leave Bank grants shall constitute a lien against any recovery from a third party. The Applicant may be required to sign an agreement to reimburse the Sick Leave Bank prior to disbursement of funds from any recovery. The Sick Leave Bank shall have the right of subrogation for grants made for disability caused by a third party.
6. Grants from the bank may not be approved to cover intermittent absences.

7. All Sick Leave Bank contributions will remain in force and cannot be returned even upon cancellation of membership into the Sick Leave Bank. In no case will the granting of leave from the Bank cause an applicant to receive more than his/her annual salary.

8. Sick Bank application grants will not automatically be carried over from one fiscal year to another.

9. **Falsification and/or distortion of information on the application will result in automatic denial of Bank grants.**

10. Applications received for review after the applicant has returned to work will not be honored.

11. Sick Bank grants may only be used for the applicant’s own personal illness. A colleague cannot donate sick days to another employee who is out on sick leave.

12. The Sick Bank Committee is unable to guarantee payment. The dates of payment and amount are determined by the BCPSS’ payroll schedule.

13. One (1) day given to the Sick Bank is not counted as a day used toward the negotiated Sick Leave Conversion.

14. The Sick Bank Committee has the right to change its Policies and Procedures periodically in order to ensure the most effective operation of the Bank.

**TERMINATING MEMBERSHIP**

1. A member will lose the right to utilize the Sick Leave Bank if his or her employment with the Baltimore City Public School System is terminated.

2. Employees may relinquish their membership in the Sick Leave Bank in writing at any time by making their intention known in writing to the Sick Leave Bank Committee.
**Effect:**

1. This statement of policy shall not alter or amend any rights due under the negotiated Labor Agreements.

2. Approval to use leave from the Sick Leave Bank is discretionary and **all decisions of the Committee as to benefits allowed or denied shall be final and binding** on the employee.

Distributed by:

*The Baltimore Teachers Union—It is our pleasure to be of service to you.*
Sick Bank Committee
Baltimore Teachers Union
5800 Metro Drive, 2nd Floor
Baltimore, Maryland 21215

Dear Committee:

I have clearly printed below the information you will need to process this request and affixed my signature to authorize the deduction of one day from my allotted sick time for use in joining the Sick Bank.

___ New Hire       Hire Date: ________________

Position: ________________________________________________________________________
   Example: teacher, paraprofessional, service related personnel, etc.

Payroll Location (School Assignment, etc.) #_______  Employee I.D.#: ________________

First Name: ______________________________________________________________________

Last Name: _______________________________________________________________________

Home Address: ____________________________________________________________________
   (House # & Street Name)

________________________________________________________________________________
   (City)                        (State)                        (Zip)

Home Phone Number: ________________________  Mobile Cell Number: ___________________

Email Address: ____________________________________________________________________

Sincerely,

_____________________________________
Signature