

TABCO SICK LEAVE BANK

BALTIMORE COUNTY PUBLIC SCHOOLS TEACHERS ASSOCIATION OF BALTIMORE COUNTY

Statement of Intent

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 - more specifically to provide such leave from the bank in cases of personal illnesses. **THIS LEAVE IS INTENDED TO PROVIDE LEAVE TO EMPLOYEES WHO WILL BE RETURNING TO WORK.**

Rules

1. The definition of sick leave covered by this bank shall be that leave which is granted to a teacher who through catastrophic personal illness, injury or quarantine is unable to perform the duties of his or her position. In accordance with article 12.17.1 of the master agreement, other excused absences related to the qualifying illness or injury may be granted with proper documentation submitted within one week after the appointment. Sick leave from the bank may not be granted for the period of disability when monies are paid to the teacher under Worker's Compensation Law.
2. The bank may be used only by the individual contributor for his or her personal disability.
3. The bank may not be used for disabilities of other members of the contributor's family.
4. 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.
5. Only earned or anticipated sick leave may be contributed to the bank; vacation and personal leave may not be contributed.
6. 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 earned accumulated sick leave is at least fifteen (15) days.
7. 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.
8. The initial rate of contribution for **FULL-TIME SICK BANK** 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

CONTRIBUTIONS FOR PART-TIME EMPLOYEES SHALL BE PRO-RATED IN ACCORDANCE WITH ARTICLE 16.13 OF THE MASTER AGREEMENT.

This 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.

9. 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.

10. 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 **ANY** approved leave of absence (including a child rearing leave).
 - d. transfer to a position of another unit within the school system.
 - e. fraud
11. 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 in this Agreement.
12. All donations will remain in force and cannot be returned even upon cancellation of membership.
13. 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) day 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.
14. **THE MAXIMUM NUMBER OF DAYS GRANTED TO FULL-TIME 10-MONTH AND 12- MONTH EMPLOYEES SHALL BE EQUAL TO ONE YEAR. THE MAXIMUM NUMBER OF DAYS GRANTED TO PART-TIME EMPLOYEES SHALL BE PRO-RATED IN ACCORDANCE WITH ARTICLE 16.13 OF THE MASTER AGREEMENT.**
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.
16. An individual eligible for disability retirement may not use the provision of the sick leave bank to postpone that retirement.
17. **INDIVIDUALS WHO HAVE RELOCATED OUT OF THE AREA, AND ARE NO LONGER AVAILABLE TO WORK, MAY NOT BE ELIGIBLE FOR SICK BANK BENEFITS.**
18. All unused sick leave days in the bank at the end of a fiscal year shall be carried over to the next fiscal year.
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.
20. When it is known prior to April 1 that a teacher will be out on sick leave through the sick leave bank for the remainder of the school year, 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*.

Procedures

1. Contributions to the bank must be made on a TABCO Sick Leave Bank membership application form by the individual member and shall be continued from year to year until cancelled in writing by the unit member.
2. Unit members must request all appropriate forms from the TABCO office.
3. The Sick Leave Bank Approval Committee will review and act upon the requests to draw upon the bank within fifteen (15) duty days after such requests are received in the TABCO Office.
4. Any recommendation for action must have the support of at least two (2) members of the committee in order to be forwarded to the appropriate Board of Education administrator.
5. Any unit member submitting a request to draw from the bank must have made his or her proper contributions for the fiscal year in which the request is made.
6. All requests to draw from the bank must be made on the approved form and submitted to the Approval Committee within thirty (30) calendar days of the first date bank usage is requested. (Exceptions may be considered by the Approval Committee.)
7. All requests to draw from the bank must include the physician's statement on the Sick Leave Bank claim form. The physician's statement must include the cause of the illness or confinement, treatment, prognosis, return to work date and must be signed by the medical doctor. This information shall be treated in a confidential manner. **Forms that are incomplete, fraudulent or contain inaccurate information will not be acted upon.**
8. **FOR DIAGNOSIS OF A PSYCHOLOGICAL NATURE, FIRST APPLICATIONS MUST BE COMPLETED BY A PSYCHIATRIST. THE CLAIM FORM MUST INCLUDE A BRIEF PLAN OF TREATMENT AND THE NAME OF THE LICENSED PRACTITIONER WHO WILL BE PROVIDING COUNSELING, IF APPLICABLE.**
9. Days granted for a specific illness need not be consecutive. However, usage shall be limited to days stated on the approval form.
10. An applicant may be required to undergo, at his or her expense, a medical review by a physician approved by the Approval Committee at any time. TABCO may assume out-of-pocket expenses for a medical review for an Association member (excluding any insurance deductible that must be met by the applicant). The physician's report is to be sent directly to the Approval Committee before the committee may act upon the application for an extension of use of the bank. Such medical review may be waived by the committee if the applicant has been confined to a hospital or other medical facility throughout the prior twenty (20) days he or she has used the bank.
11. If a member of the bank becomes incapacitated, an application may be submitted to the committee by his or her agent or a family member acting on his or her behalf. The committee may require proof of power of attorney.
12. Days granted from the bank shall be made in units of no more than twenty (20) consecutive duty days for the individual applicant. **Days are granted based on current workplace disability guidelines for disability duration.**
13. It is the responsibility of the applicants to submit requests for extension of sick leave prior to the expiration of their grant. Such applications shall be made on the approved form.
14. In cases where the committee recommends denial of an application for use of the bank or an extension of such use, the applicant may appeal his request in writing to the Board of Directors of the Teachers Association of Baltimore County **within 15 calendar days.**
15. Applicants for grants from the bank will be notified of action taken by the Approval Committee on their request to draw from the bank upon the return of the form from the appropriate Board of Education Administrative Office.
16. The Approval Committee shall maintain the records of all applications, withdrawals and the status of the bank for a period of 3 years.

17. The Baltimore County Public Schools Payroll Department and Data Processing Department shall provide to the committee upon its request any data it has maintained in its files regarding bank balances, membership, etc. as well as an individual member's use of or investment in the bank.
18. The Sick Leave Bank Approval Committee shall be responsible to the Baltimore County Public Schools and the Teachers Association of Baltimore County for the proper administration of the bank. The committee will submit regular reports on the status of the bank to the TABCO Board of Directors.
19. Sick leave days granted will not be carried over from one fiscal year to another. All bank grants will end as of June 30 or the last duty day of the school year and must be renewed through the Approval Committee.
20. If a member of the bank does not use all of the days granted from the bank, the unused days will be returned to the bank.
21. These rules and procedures are to be reviewed annually by representatives of the Baltimore County Public Schools and the Teachers Association of Baltimore County for necessary revision.
22. Days will not be granted for elective surgery or surgery that can be reasonably deferred to non-duty workdays.
23. A maximum six-weeks postpartum period will be granted for absence for maternity for non-cesarean deliveries and eight weeks postpartum will be granted for cesarean deliveries starting the day after the birth of the baby.
24. Days will not be granted for any portion of a Child Rearing Leave. However, days may be granted prior to birth of a child for compelling medical reasons.
25. Subject to the other provisions of the Sick Leave Bank Approval Committee, days may be granted to cover all or any portion of the six weeks postpartum period of a woman who has elected to utilize the provisions of the Family Medical Leave Act of 1993.

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