

Teacher/Instructional Sick Leave Bank Guidelines

The Collective Bargaining Agreement between the School Board of Broward County, Florida (SBBC) and the Broward Teachers Union-Education Professionals (BTU-EP) provides for a Sick Leave Bank for seriously ill employees who have exhausted their sick leave.

If an employee chooses to enroll, one day of accrued sick leave will be deducted from their accrued sick leave balance. These hours will be converted into a dollar amount, which will be transferred to the existing sick bank. These funds are then available for withdrawal by eligible member of the Bank. The Sick Leave banks open each year in October for new members.

Please note:

A sick day is not taken on a yearly basis. One day is donated in order to join the Sick Leave Bank. Thereafter, if the balance falls below the minimum balance requirement, all current members of the Bank will be notified that another one day donation is required to maintain membership in the Bank. If an employee opts out of the additional donation, written notification must be provided to the Employee & Labor Relations Department and will result in the termination of the employee's Sick Leave Bank membership. Otherwise, a day of sick leave will be deducted from the member's sick leave balance in order to maintain membership in the Bank. All members are notified prior to the deduction of an additional day.

SICK LEAVE BANK REGULATIONS

The Bank shall be governed by the following procedures:

Membership Requirements

Full-time employees who have been employed full time for at least one (1) full year, and who have sick leave accrual of ten (10) days at the time of enrollment, may enroll in the Sick Leave Bank by contributing one (1) day of sick leave to the Bank. At the time of the contribution, the sick leave day shall be converted to a monetary sum by multiplying the day donated times the donor's daily rate of pay when contributed.

Sick Leave Bank Committee

The Committee shall be appointed by the BTU-EP for the purpose of administering the Sick Leave Bank. The Committee shall:

1. Maintain adequate records relative to all functions of the Bank.
2. Meet periodically with a designated administrator of the county to review BTU-EP Sick Leave Bank records.
3. Operate the Bank in accordance with rules and procedures mutually agreed to by the parties.
4. Not grant more sick leave days than are available in the Bank.

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Withdrawal Rights and Procedures

Participating Bank members may request sick leave days from the Bank within the following limitations:

1. A withdrawal may be approved only upon the total depletion of the respective employee's accumulated sick leave and vacation leave. In addition, the affected employee must have exhausted or be ineligible for any type of leave granted by the Board related to the accident, illness or injury, including but not limited to leave granted for disability or for illness or injury on the job.
2. The maximum withdrawal for any employee for one (1) illness or injury or complications thereof shall be fifty (50) days.
3. An employee may apply to the Committee for a withdrawal in advance of the depletion of such employee's accumulated sick leave, to be granted, if needed, upon such depletion. However, applications must be made no later than ten (10) working days after the participant returns to work.
4. Withdrawals shall be in full day units and must be for catastrophic illnesses or injuries that extend for a minimum of eight (8) consecutive days. Withdrawals for absences that extend beyond thirty (30) days shall not be granted if the employee is receiving disability benefits nor shall it be granted for absences for which the employee is being reimbursed for loss of wages under an individual insurance policy.
5. All applications for withdrawal shall be in writing and shall be verified by the Committee.
6. The salary of a teacher participating in the Bank will be reduced by any benefits drawn from Worker's Compensation.
7. When days are awarded from the Bank, they will be withdrawn at the receiving party's daily rate of pay.
8. The Committee may request a second medical opinion from the applicant at his/her expense.
9. Withdrawals shall be granted only for the illness, accident or injury of the Bank participant.
10. The Bank may not be used for elective surgery which can be planned to occur during non-work time. The question of elective or necessary surgery shall be determined by the physician in charge. A second doctor's diagnosis may be required, at participant's expense.

Maintenance of the Bank

1. Once the Bank is established, there shall be no requirement for an employee to replace sick leave days withdrawn from the sick leave bank, except as equally required of all other participating employees. If the Bank is depleted to a point where only seventeen thousand dollars (\$17,000) remains, all members of the Bank shall contribute one (1)

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day each time the Bank is depleted to this level. All members are notified prior to the deduction of an additional day.

2. A participating employee who chooses to no longer participate in the Sick Leave Bank shall not be allowed to withdraw any sick leave already contributed to the Sick Leave Bank.

Please see Article Twenty-Three, Section R of the School Board of Broward County (SBBC) and The Broward Teachers Union-Education Professionals (BTU-EP) Collective Bargaining Agreement for additional details.

Applications and instructions for withdrawal may be obtained by accessing the BTU website at <http://btuonline.com/>, the Leaves Department web site at <http://www.broward.k12.fl.us/benefits/leaves/index.html>. Or you may call the BTU at 954-486-6250.

**BROWARD TEACHERS UNION
SICK BANK WITHDRAWAL APPLICATION FORM**

TO BE COMPLETED BY APPLICANT

Circle One: Teacher ESP

Applicant: _____ Work Location: _____

Home Address: _____

Personnel Number: _____ Contact/Cell Number: _____

Catastrophic Illness/Injury: _____

Date of Disability due to Catastrophic Illness/Injury: _____

Number of Days Requested: _____ Date Expected to Return to Work: _____

TO BE COMPLETED BY SCHOOL SITE/OFFICE ONLY

Last Day of Work: _____ Last Day Covered by Applicant's Sick/Personal Leave: _____

Principal/Director Verifying Signature: _____

READ AND INITIAL

_____ By submission of this application for consideration of sick leave withdrawal from the sick leave bank, I hereby agree that any dispute over the decision by the sick leave bank committee shall be resolved through binding arbitration conducted by the American Arbitration Association.

_____ I further authorize the sick leave bank committee to share with the district any medical information relevant to the consideration of my application which may be shared electronically or via hard copy. I also agree to release any and all medical information concerning my condition relevant to the sick leave requested.

_____ I understand that I must exhaust my available accrued leave time to be eligible to withdraw sick bank days. In addition, I understand sick bank days shall not be granted if I am eligible for or receiving disability, which provides benefits ninety (90) days after I become disabled, nor shall they be granted for absences for which I am being reimbursed for loss of wages under an individual insurance policy.

_____ If you anticipate you will be unable to return to work for an extended period of time, it is HIGHLY recommended that you contact the District's Leaves Department for information on applying for disability benefits and Family Medical Leave. The Leaves Department can be reached at 754-321-3130. The department's website is: <http://www.broward.k12.fl.us/benefits/leaves/index.html>

_____ I understand that failure to comply with these conditions may result in a delay or denial of my application.

Applicant's Signature

Date

SICK BANK COMMITTEE DISPOSITION

Date Application Received: _____ Date Action Taken: _____

Disposition of Application: _____ Approved _____ Denied

Number of Days Approved: _____ Start Date: _____ End Date: _____

Comments: _____

Authorized Signature

INSTRUCTIONS FOR APPLYING FOR THE SICK BANK

Please complete the application form including your name, work location, home address, personnel number, home phone number, nature of the catastrophic illness or injury, the date when you became disabled, the number of days requested and the date you expect to return to work.

Those items in the second box are items which **you must have completed by the confidential secretary and verified by your principal/director**. It is important that these items be correct so consult with your immediate supervisor and location payroll person in order to ensure accuracy.

It is important to attach a Medical Doctor's Statement (M.D./D.O) that verifies your catastrophic illness or injury. The Medical Doctor's Statement should be on letterhead and as clear as possible to explain: 1) the nature of the catastrophic illness or injury, 2) verification that the condition prevents you from working, and 3) your anticipated return to work date. Please include an explanation of any accidental injury which might be covered by Workers' Compensation or personal insurance.

PLEASE NOTE: Sick bank days shall not be granted if you are eligible for or receiving disability, which provides benefits ninety (90) days after you become disabled.

The original, completed, signed application form and accompanying doctor's statement on letterhead should be sent to:

Broward Teachers Union
6000 North University Drive
Tamarac, Florida 33321
ATTN: Sick Bank Committee

Telephone: 954-486-6250
Fax: 954-739-1803

Please Note: BTU will forward a copy of the completed, signed application and the medical information to the Employee & Labor Relations Department ONLY if you have initialed the application provision that authorizes the release of your medical information. Otherwise, you must provide a copy of those materials to the Employee & Labor Relations Department in order to have your application processed.

The Committee normally meets on the third Wednesday of each month to consider applications. Additional meetings will be held on an "emergency/as needed" basis. **Applications and supporting documents must be received the Friday prior to the meeting by 12:00 Noon.**

Use of the Sick Bank is subject to the withdrawal procedures and limitations, which are set forth in Article 23, Section R of the Collective Bargaining Agreement for Education Professionals and Article 12, Section P for the Education Support Professionals.