

Chelsea Teachers' Union

LOCAL 1340

MFT, AFT, AFL-CIO



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Sick Leave Bank Process/Rules

(Adopted April 3, 1986)

(Corrected March 5, 2008)

(Revised on March 4, 2015)

(Process applies to Clerical and Paraprofessional Units as well except as noted in the Agreement shown as attachments 4 & 5)

Article I

Membership / Open Enrollment / Withdrawal Period

- A. Membership in the Sick Leave Bank shall be available to each status teacher who elects to participate between the first day of school and November 30th of each academic year by signing the "Authorization Card" (see attachment 1) for the donation of one day of such accrued sick leave. Teacher will receive receipt of Sick Bank membership to retain in personal records. During such academic year any replenishment shall be automatic pursuant to such authorization with written notice to the members by the coordinating committee (Chelsea Teachers' Union Executive Board). Such authorization shall continue unless and until revoked by such teachers as provided in paragraph C of Article I.
- B. In the case of a teacher who returns to employment during an academic year from a leave of absence:
 1. If such teacher was a member of the Sick Leave Bank prior to the commencement of such leave, then the teacher shall be permitted to become a member of the Sick Leave Bank within thirty days of his/her return to service by signing an "Authorization Card" for the donation of one day of his/her accrued sick leave.

2. If such a teacher was not a member of the Sick Leave Bank prior to the commencement of such leave, then such teacher shall be eligible to become a member of the Sick Leave Bank during the open enrollment period at the beginning of the next academic year.
- C. Any member of the Sick Leave Bank may elect to withdraw from participating by revoking his/her prior authorization at any time between the first day of school and November 30th of any academic year.

Article II Eligibility for Sick Leave Bank Benefits

- A. Every teacher receiving status will be notified by Chelsea Human Resources Department that he/she is eligible for membership in the Sick Leave Bank. A written response accepting membership will be required using the "Authorization Card" (see attachment 1).
- B. Any status teacher, who elects to participate in the Sick Leave Bank upon attaining status, shall be eligible for Sick Leave Bank benefits.
- C. Any status teacher, who elected not to participate in his/her status year and elects to participate in a subsequent year, a one-year waiting period shall be imposed before the member is eligible for Sick Leave Bank benefits. (Adopted September 1986).
- D. A status teacher who is diagnosed with a life-threatening illness that requires long term treatment with chemotherapy, radiation, or other recognized debilitating procedures, but is willing and able to continue with teaching duties either on a part-time or full-time basis, will be eligible to draw from the Sick Leave Bank as needed, subject to fulfilling the prerequisites as described in Article III, A. (Adopted January 2001).
1. If the teacher falling under the provisions of Article II, D should need to leave work prior to working a half day, the teacher shall draw one full day from the Sick Leave Bank to receive a full day's pay without loss.
 2. If the teacher falling under the provisions of Article II, D should work equivalent of a half day, the teacher shall draw one half day from the Sick Leave Bank to receive a full day's pay without loss.

Article III
Sick Leave Benefits

- A. Ten days prior to the exhaustion of personal accumulated sick leave directly due to the cited medical condition and confirmed by a physician, a bona fide member who anticipates a sick leave that exceeds his/her accumulated sick leave shall **first** apply for an extension beyond the stated sick leave to the Superintendent of Schools (per Agreement Article VII, A, 7), providing the Superintendent appropriate medical documentation and proof that such extended leave is critical to their health and well-being. Subsequent to the Superintendent's approval and filing of the Family Medical Leave Act (attachment 2) form such individual shall make written application to the president of the Chelsea Teachers' Union for the use of the Sick Leave Bank during that extended leave. The application must reflect a serious health condition denoting illness, injury, impairment, or physical or mental condition.
- B. Such a written application shall be addressed by the Chelsea Teacher's Union President and shall state that the requirements of Article III, A, have been met by providing the following to the Chelsea Teachers' Union President:
- a copy of the Superintendent's approval letter
 - a written request to the Union President for use of the Sick Leave Bank, subject to the provisions of the Sick Leave Bank Rules
 - provide a copy of the medical documentation submitted to the Superintendent. This documentation must include the nature of the illness and the doctor's anticipated return to work date of the member
 - provide a copy of the Family Medical Leave Act form that was submitted to the Superintendent.
 - Please note Chelsea Human Resources or the Superintendent's offices cannot supply the Union President copies of these documents under HIPAA laws. The applicant must make the copies.
- C. Upon receipt of such documentation, the Chelsea Teachers' Union President shall verify eligibility and membership according to Article I. Upon such verification the Chelsea Teachers' Union President shall raise the application at the next Chelsea Teacher's Union Executive Board meeting.

- D. The Chelsea Teacher's Union Executive Board, which is the approving committee for Sick Leave Bank requests, will review all the documentation and vote accordingly to approve or deny the use of the Sick Leave Bank. This committee reserves the right to request a second opinion by a physician chosen by the Chelsea Teachers' Union Executive Board.
- It is to be understood by the Chelsea Teachers' Union Executive Board that any documentation provided by the member will be held in confidence, not to leave the meeting and the Board will follow all HIPAA requirements of confidentiality. Our minutes will only reflect the name of the member and the outcome of the vote.
- E. Upon such approval by the Chelsea Teachers' Union Executive Board, the eligible member shall be entitled to draw Sick Leave Bank benefits according to this article.

Article IV
Continuing Benefits / Participation

- A. If, during the period of time an eligible member is drawing benefits from the Sick Leave Bank, replenishment of such Sick Leave Bank shall be necessary, then such eligible member must present a written request to the superintendent to be permitted to draw on day of future personal sick leave benefits for the purpose of replenishment of the Sick Leave Bank. If such request is followed, the member shall be entitled to continue drawing benefits without interruption.
- B. If the Superintendent denies the request, the member shall only be permitted to continue drawing benefits if the member presents to the Chelsea Teachers' Union President a written authorization for the donation to the Sick Leave Bank of one day personal sick leave effective the following September.
- C. If the drawing member at the time of the replenishment does not make the request to the Superintendent as required by Article IV, A, or in the event such request is denied, does not present the written authorization required by Article IV, B, then the drawing member's eligibility for continued Sick Leave Bank membership shall cease upon two weeks written notice to the drawing member and to the Superintendent.
- D. For the purposes of the provisions of Article IV, the drawing member shall be permitted to authorize another individual, in writing, to act in his/her behalf in making the necessary requests and/or authorizations.

Article V
Documentation of Continued Disability

- A. In addition to the physician's statement required by Article III, B, upon the expiration of each 40 consecutive school days of illness or injury for which an eligible member is receiving Sick Leave Bank benefits, the member shall be notified in writing by the Chelsea Teachers' Union President that a further physician's statement verifying continued disability and the doctor's anticipated return to work date of the member must be submitted to the Union President and the Superintendent within ten school days from the receipt of such notice then:
- a. Upon receipt of the new documentation the Chelsea Teachers' Union Executive Board will be notified and vote according to Article III, D for another 40 days or an amount agreeing with the Doctors recommendation for returning to work whichever is less. The Chelsea Teacher's Union President shall notify the Superintendent of the Union Executive Board's vote.
 - b. In the event that the Chelsea Teacher's Union President does not receive the appropriate documentation and therefore cannot request a vote from the executive board he/she shall notify the Superintendent and the drawing member that benefits shall cease immediately.

Article VI
Limitation of Benefits

- A. No eligible member shall be permitted to draw more than 155 days from the Sick Leave Bank in any academic year.
- B. No eligible member shall be permitted to draw more than 183 days from the Sick Leave Bank. (see agreement Article VII, 13 - attachment 3)
- C. Before drawing from the (Sick Leave) Bank, an eligible teacher must first exhaust his/her own accumulated sick leave and further lost ten consecutive days of pay due to illness or injury. (see agreement Article VII, 13 - attachment 3)