

Reading Education Association Sick Bank 2019-2020

Statement of Purpose

The Sick Bank was started in the fall of 1985 as a means for Bargaining Unit Members to help colleagues who have extended illnesses. Only REA members are eligible to join the Sick Bank. Each year every member contributes one (1) accrued district sick day to the Sick Bank. Then, members who have used all of their accrued district sick days may apply to use Sick Bank days if their absence from school is ten (10) or more consecutive school days.

The Sick Bank is controlled and operated by Reading Education Association (REA).

The Sick Bank is intended to help prevent financial hardships as a result of prolonged illness, sudden onset of serious illness, or serious accident. It is a means of providing sick time to reach the point where disability insurance coverage becomes available.

Committee:

The Sick Bank Committee will consist of a minimum of three (3) people. The Committee will include the Sick Bank Chairperson, the REA President, and a President's appointee. Any Sick Bank member is eligible to serve on the Committee. The Committee may be comprised of a maximum of five (5) members. Decisions will be made by a majority vote of the entire Sick Bank Committee.

Membership and Resignation:

1. Initial application for membership must be submitted to the Reading Education Association in writing. The form is available on the REA website. Membership forms must be submitted directly to the REA office. Please refer to policy item twenty-four (24) for new member enrollment contributions.
2. Enrolled members may resign only upon written notice to the Sick Bank Committee between May 1st and the last day of the school year, unless the resignation period is extended by the committee. Members will be notified in writing if the resignation period is extended. The form is available on the REA website, www.readingea.com. Resignation forms must be submitted directly to the REA office. Please send them to president@readingea.com.
3. If a member uses Sick Bank in a given year, he or she must remain a member of the Sick Bank for an equivalent period of time – not less than one (1) additional year for every ten (10) days used if the member is not in his or her first five (5) years of membership. For example: Jane Doe is a Sick Bank member. She uses twenty (20) Sick Bank days during the 2013-2014 school year. She must then remain a

member of the Sick Bank for at least the next two (2) consecutive school years, 2014-2015 and 2015-2016.

If the member is within his or her first five (5) years of membership, he or she must remain a member of the Sick Bank for one year for each Sick Leave Bank day used. For example: Jane Doe is in her third year of Sick Bank membership. She has three (3) Sick Bank days available. She uses her three (3) Sick Bank days. Jane Doe must then remain a member of Sick Bank for the next three (3) consecutive school years.

Policies:

1. SICK BANK DAYS WILL NOT BE GRANTED RETROACTIVELY EXCEPT IN SITUATIONS DEFINED IN POLICY ITEM #21.
2. Union dues will continue to be deducted through the Direct Dues system. The time of your leave will not affect your dues deduction.
3. Initial membership in the Sick Bank shall be voluntary for all Bargaining Unit Members of the REA. The Sick Bank will operate only from the first day of the school year to the last day of the school year, and will include all scheduled professional work days therein.
4. Sick Bank benefits will be available for any Sick Bank member who requests an extended sick leave and has a qualified need. An extended sick leave is an illness of ten (10) or more consecutive school days. Sick Bank days will not be granted to care for a family member.
5. Sick Bank days are not able to be donated to another member of the Sick Bank. For example: Jane Doe does not have enough days to cover her absence before going on long-term disability. John Doe, another member of the Sick Bank, is not permitted to give his days to Jane.
6. Sick Bank members will contribute (assessment) a minimum of one (1) day of accrued RSD sick days to the Sick Bank annually. Seven (7) Sick Bank days will be added to each member's individual Sick Bank account on the first day of each school year, but the total number of days in each personal account may not exceed seventy (70) days. All requests are dependent upon the number of days each individual member has in the Sick Bank.
7. Any Sick Bank members with seventy (70) or greater days in his or her Sick Bank account at the beginning of the 2014-2015 school year will retain the number of days in his or her account. However, one is subject to the maximum allowable usage of days per year. For example: Jane Doe has ninety (90) days in her Sick Bank account. She is only allowed to use a maximum of seventy (70) days in a given year. The remaining twenty (20) will carry over to the next school year.

8. In the event the Sick Bank incurs a balance of less than five hundred (500) days at the end of a school year, a two (2) day contribution (assessment) will be taken the immediate following school year. In the event the Sick Bank incurs a balance of over one thousand (1000) days at the end of a school year, assessment will be waived for the following school year. Members will receive written notification via email about the contribution (assessment).

For example: The Sick Bank began the 2013-2014 school year with a balance of one thousand (1,000) days. The Sick Bank used six hundred (600) days during the 2013-2014 school year. A balance of four hundred (400) days remained at the end of the 2013-2014 school year. A two (2) day contribution (assessment) will be taken during the 2014-2015 school year.

For example: The Sick bank began the 2015-2016 school year, after a one day assessment was taken, with a balance of one thousand two hundred fifty (1,250) days. The Sick Bank used two hundred (200) days during the 2015-2016 school year. A balance of one thousand fifty (1,050) days remained at the end of the 2015-2016 school year. Assessment will be waived for the 2016-2017 school year.

9. Contributed days shall remain in the Sick Bank and may not be withdrawn by the employee upon retirement, resignation from Reading School District, resignation from the Reading Education Association, or resignation from the Sick Bank. In the event Reading Education Association dissolves the Sick Bank, all days are lost to the individual employee.
10. The maximum number of days a Sick Bank member may withdraw from the Sick Bank per school year is seventy (70) days. The seventy (70) days do not need to be used consecutively.
11. Initial withdrawal of Sick Bank benefits shall not commence until a member has exhausted all of his or her accrued district sick leave.
12. The Sick Bank Committee will require a physician's statement for *EACH* withdrawal from the Sick Bank, and will require *ADDITIONAL* physician's statements for changes to the original request of number of days.
13. The Request for Days form and physician's statement must state the member's diagnosis. Vague information provided by the member and physician may result in a request for more specific information from the Sick Bank Committee before the request can be processed. All information provided to the Sick Bank Committee is confidential. A member must complete a HIPPA release form in order to apply for Sick Bank days. Forms are available via the REA website. The website is www.readingea.com.

14. Any physician's statements required by the Sick Bank Committee must be dated and received prior to the time of requested leave. A specific return-to-work date must be included on the physician's statement.
15. All non-surgical illnesses exceeding ten (10) work days must have physician documentation provided every two (2) weeks with updates on progress. (This is once per ten (10) days of school.)
16. Surgical procedures must have updated physician's documentation and return-to-work date provided after every appointment. A delay in submission of this paperwork may result in denial of requested days. Those days would become unpaid at-will days.
17. All surgical procedure requests will not be considered unless two (2) physicians provide documentation stating the surgery is medically necessary at this time. In some circumstances, the primary physician is the same as the surgeon. In these cases, the Committee may render a decision as to whether additional physician documentation is necessary.
18. Child Bearing Leave (Child Rearing Leave) covers both non-cesarean and cesarean deliveries. A person is eligible to receive up to thirty (30) days of paid leave for a non-cesarean delivery and up to forty (40) days of paid leave for a cesarean delivery. A person must use all accrued district sick days, regardless of the date of birth, before drawing on Sick Bank days to reach the thirty (30) or forty (40) day limit. If the person does not have accrued district sick days and Sick Bank days to cover this leave, those days will be unpaid Child Rearing Leave days. Any time taken after the thirty (30) or forty (40) days will be unpaid Child Rearing Days. The Sick Bank member must submit a Request for Days form, with accompanying physician documentation, at such time as the pregnancy has been definitely determined and in no event later than the fourth (4th) month of the pregnancy. After delivery the Sick Bank member must submit a completed CRLV form to the REA Office. Paperwork cannot be processed until the CRLV form is received in the REA Office.
19. The Collective Bargaining Agreement by and between the School District of Reading and the Reading Education Association in effect from September 1, 2019 through June 30, 2023 has provisions for Workers Compensation. Page six (6), Article V, Section D, Provision 2c states "Employee shall keep worker's compensation check and claim two (2) sick days per week." The employee must contact Reading School District Human Resources to alert them that he or she has chosen option three of the Workers Compensation provisions. The *employee* must also contact the Reading Education Association office and complete all the necessary paperwork according to the Procedure for Withdrawal of Days.
20. Sick Bank may not be used in lieu of Long Term Disability. An employee must be out of work for at least ninety (90) calendar days. Once a member is eligible for

Long Term Disability, Sick Bank use is no longer applicable, regardless of the number of Sick Bank days a member has in his or her account. All requests for Sick Bank use must be completed according to the Procedure for Withdrawal of Days.

21. Emergency situations (e.g. hospitalization for a car accident, emergency appendectomy, etc.) reflecting a delay of paperwork submission and special circumstances (e.g. medical treatments such as chemotherapy) do occur. The Sick Bank Committee may consider these applications on a case-by-case basis and the request(s) will be evaluated on the basis of extraordinary need or circumstance.
22. If the Committee determines fraudulent usage of Sick Bank, all approved Sick Bank days will be rescinded and may revert to Unpaid At-Will days.
23. Personal Days do not need to be applied to any type of Sick Bank Leave.
24. NEW MEMBER ENROLLMENT CONTRIBUTION & BALANCE SCALE: This only applies to Sick Bank members enrolling in Sick Bank during the 2014-2015 school year and beyond. IF YOU ENROLLED IN SICK BANK PRIOR TO THE 2014-2015 SCHOOL YEAR, THE FOLLOWING SCALE, EXPLAINED BELOW, DOES NOT APPLY TO YOU.

New Sick Bank members will contribute and receive days on a 1:1 ratio for the first five (5) years of membership. They will only have one (1) RSD sick day assessed per year during these five (5) years. Once a member is in the Sick Bank for five (5) years, he or she is now vested and is now assessed at the rate explained in policy item nine (9). During year six (6), the member will have ten (10) days available to use. During years seven (7) and beyond, he or she will have seven (7) days added to his or her availability per year of membership, maximum of seventy (70) days.

For Example: Jane Doe enrolls in Sick Bank during the 2014-2015 school year. Her contribution rate and balance is as follows:

2014-2015 (YEAR 1): Assessed one (1) RSD sick day, has one (1) Sick Bank day available to use
2015-2016 (YEAR 2): Assessed one (1) RSD sick day, has two (2) Sick Bank days available to use
2016-2017 (YEAR 3): Assessed one (1) RSD sick day, has three (3) Sick Bank days available to use
2017-2018 (YEAR 4): Assessed one (1) RSD sick day, has four (4) Sick Bank days available to use
2018-2019 (YEAR 5): Assessed one (1) RSD sick day, has five (5) Sick Bank days available to use

2019-2020 (YEAR 6): Jane Doe is now vested in the Sick Bank. Assessed one (1) or two (2) RSD sick days, has ten (10) Sick Bank days available to use

2020-2021 (YEAR 7): Assessed one (1) or two (2) RSD sick days, has seventeen (17) Sick Bank days available to use

25. **Appealing a Denial:** A Sick Bank member may appeal the decision of the Committee to deny Sick Bank benefits. The appeal will be made to the Executive Board. The Sick Bank member's medical information will remain confidential, with only those having a "need to know" and who are to vote on the appeal having access to the information. To make an appeal, the Sick Bank member must:
- a. Make a written request, addressed to the Sick Bank Chairperson, to appeal the decision. This written request must be submitted to the REA Office.
 - b. Submit any additional medical information that may be relevant to the situation with the written request to appeal the decision.
 - c. The written request to appeal the decision must be received in the REA Office within ten (10) days from the receipt of the denial. If the Sick Bank member is hospitalized and/or incapacitated during these ten (10) days, the time frame may be modified
 - d. The Sick Bank member will appeal the denial at the Executive Board meeting following the receipt of the written request to appeal the denial of a request.
 - e. Appeals shall be handled by reviewing the information presented by a member in light of the Sick Bank Policy and any amendments to the policy.
 - f. Sick Bank Committee members sitting on the Executive Board will abstain from the vote.
 - g. The Sick Bank member will be notified of the result of the appeal in writing, with an explanation as to the reason for the response provided.