

Book	Policy Manual
Section	300 Employees
Title	Sick Bank
Code	334.1
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### **Article I. Authority**

**§1.1 School District** employees are generally entitled to sick leave. Said sick leave is subject to specific limits earned by employees and may not sufficiently cover the length of time needed by an employee. At the request of employees, the **School Board** has agreed to provide for a voluntary sick leave bank ('the Bank') that allows employees to contribute to the Bank and utilize sick leave from the Bank under the terms, conditions and limitations stated in this **Policy**.

### **Article II. Delegation of Responsibility**

**§2.1** Provided that a Memorandum of Understanding is executed by each of the following employee representatives, the Bank shall be administered by a committee ('the Committee') composed of representatives from the following employee groups:

**§2.1.1** The Coatesville Area Teachers' Association ('CATA');

**§2.1.2** The Act 93 Certified employees;

**§2.1.3** The Act 93 Non-Certified employees;

**§2.1.4** Teamsters Local Union No. 384 ('Teamsters'); and

**§2.1.5** The Coatesville Area Federation of Educational Employees ('CAFEE').

**§2.2** The Committee shall have the following number of representatives on the Committee:

**§2.2.1** Two (2) representatives from CATA;

**§2.2.2** Two (2) representatives from Teamsters;

**§2.2.3** One (1) representative from CAFEE;

**§2.2.4** One (1) representative from Act 93 Certified Administrators; and

**§2.2.5** One (1) representative from Act 93 Non-Certified Employees.

**§2.3** There shall be a Chair and a Co-Chair of the Committee. The Chair shall be a representative of CATA appointed by CATA's President. The Co-Chair shall be selected by vote of the Committee. The initial terms of the Chair and Co-Chair shall begin at the start of the first Committee meeting. The terms shall be staggered. The initial term for the Co-Chair shall expire on June 30, 2024, and the initial term for the CATA Chair shall expire on June 30, 2025. Beginning on July 1, 2024 for the Co-Chair and July 1, 2025 for the CATA Chair, the terms of the Chair and Co-Chair shall be for two (2) years. From then on, the term for the Co-Chair shall begin on July 1 of even numbered years, and the term of the CATA Chair shall begin on July 1 of odd numbered years.

**§2.3.1** All Committee members excluding the Chair shall have one (1) vote. The Chair only votes in the event of a tie vote.

**§2.4** The Committee shall elect a recording secretary from among its members whose duty shall be to keep accurate minutes of the meetings of the Committee. The recording secretary's term shall be one (1) year beginning July 1 of each year, or until a replacement is elected by the Committee. In the absence of the recording secretary, the Committee shall designate someone to keep the minutes.

**§2.5** The minutes shall contain, at a minimum, the following information:

**§2.5.1** The date and time of the meeting;

**§2.5.2** The location of the meeting;

**§2.5.3** The Committee members and substitutes present, noting if any participated remotely; and

**§2.5.4** The motions made and the votes of the Committee members on each motion.

**§2.6** The formal approved minutes shall not contain the name(s) of participants who have applied for an award of days from the Bank. Names and other personally identifiable information shall be redacted from the official minutes as approved. The Department of Human Resources may keep a copy of a draft of the minutes that does not contain redactions, provided said draft minutes are kept in a confidential manner by the Department of Human Resources.

**§2.7** Committee members must be active employees of the **School District**. Termination of employment from the **School District** shall result in removal from the Committee.

§2.8 There will also be a non-voting member of the Committee from the **School District's** Human Resources Department. This non-voting member shall have the right to speak at meetings, but not vote.

§2.9 Committee meetings require a quorum of four (4) or more voting members of the Committee. If any member of the Committee cannot attend a Committee meeting, s/he can send a substitute from his/her bargaining unit or employee group, who shall have all of the rights to participate in the meeting and access necessary records as if s/he were a member of the Committee. A member of the Committee may participate in person or electronically.

### **Article III. Guidelines**

#### **§3.1 Participation in the Sick Leave Bank.**

§3.1.1 The Bank is voluntary for all employees of the **School District** and only employees who are active participants may be awarded sick leave days from the Bank. An employee may become an active participant if s/he makes contributions to the Bank in accordance with the following terms and conditions:

§3.1.1.1 Newly hired employees will have thirty (30) days from date of hire to join the Bank. They must donate one (1) day at time of enrollment as well as submit the attached form (Attachment 'A') in order to participate in the Bank.

§3.1.1.2 Employees who wish to participate in the Bank after the initial enrollment date will need to wait for the open enrollment period to become a participant in the Bank. The enrollment date will be effective July 1st of each year. The Committee shall establish the open enrollment period each year.

§3.1.1.3 Employees deciding to participate in the Bank after the initial enrollment date must donate an equal number of days that what would have been donated had they enrolled in the Bank from their initial hire date. Said employees will not be eligible for benefits from the Bank for ninety (90) calendar days. Employees must use their own sick days to join the Bank.

§3.1.2 Participation in the Bank will end upon termination of employment with the **School District**. Days contributed to the Bank by the participant shall not be refunded.

§3.1.3 If at any time the number or available days in the Bank falls to a level equal to one half of the number of active participants, each active participant must contribute one (1) day to the Bank within thirty (30) days after receiving notification from the Committee. If a participant does not donate a day, his/her participation will terminate effective thirty (30) days after notice has been issued; provided, however, that if a participant does not have a day to contribute, s/he will be placed in an inactive status until such time that s/he does have a day to contribute and contributes said day within thirty (30) days of having the day available. While on inactive status, the participant cannot request or be awarded any days from the Bank.

#### **§3.2 Qualifications for Use of the Sick Leave Bank.**

§3.2.1 An employee who is an active participant of the Bank may apply for days from the Bank due to a personal catastrophic or serious illness, such as major surgery (not elective), cardiovascular or respiratory illnesses, malignancy, injury resulting from an accident, or any other illness or accident which causes major disability.

§3.2.2 In order to be eligible for days from the Bank, all accumulated sick leave, eligible personal days per CBA or agreement, vacation days, and other paid days must have been used and exhausted before an individual is eligible to apply for and to be awarded days. Only those who contribute to the Bank can receive days from the Bank.

§3.2.3 Written application for days from the Bank is required from a participant prior to the anticipated date of usage and must be accompanied by documentation from the participant's treating physician or practitioner specifically indicating the cause and nature and time frame as to the reason for the 'personal catastrophic or serious illness, such as major surgery (not elective), cardiovascular or respiratory illnesses, malignancy, injury resulting from an accident, or any other illness or accident which causes major disability' and an estimated time or period of recovery. In any case where the Committee needs clarity, a second opinion may be required of the participant by a doctor of the Committee's choice and will be the financial responsibility of the participant.

§3.2.4 A participant who is receiving Workers' Compensation weekly wage loss payments or any disability plan payments does not qualify to receive any day(s) from the Bank. Days awarded by the Bank prior to the receipt of Workers' Compensation weekly wage loss payments or any disability plan payments will terminate upon the participant's receipt of such payments. Participant must advise the Committee whether s/he has applied for Workers' Compensation payments or disability payments and when such payments are received.

#### **§3.3 Authorization for Release of Medical Records; Confidentiality.**

§3.3.1 Any participant requesting use of days from the Bank shall complete an authorization form for the release of records to the Committee as deemed necessary by the Committee so that the Committee may make a determination. Any participant who fails or refused to execute an authorization or who revokes an authorization before the Committee has received all records that it deems necessary shall be deemed to have withdrawn his/her request for days, and no determination will be made by the Committee.

§3.3.2 The Committee shall maintain the records as confidential medical records, and the records shall be maintained by the Human Resources Department in the employee's confidential medical record. No member of the Committee may disclose any medical records received by the Committee or any of the information contained in the medical records. Any medical information or records received by the Committee may be used only for purposes of administering the Bank and for no other purpose by any member of the Committee; provided, however, that the **School District** may use any records or information received as necessary under **Applicable Law**.

§3.3.3 Each member of the Committee shall acknowledge his/her duty to protect the confidentiality of the information presented by signing a confidentiality agreement, attached hereto as Attachment "B".

#### **§3.4 Review of Claims.**

**§3.4.1** The Committee shall promptly convene a meeting to review all claims for final decisions. The decisions shall be rendered in a timely manner.

**§3.4.2** Disputes involving the Bank shall not be subject to the grievance and arbitration provisions of any collective bargaining agreement.

**§3.4.3** The decision of the Committee shall be final and binding.

### **§3.5** *Distribution of Days.*

**§3.5.1** Distribution of days is subject to a five (5) day waiting period and will commence on the sixth day of unpaid leave following the exhaustion of all paid leaves.

**§3.5.2** A completed 'Request for Sick Leave Bank Days Form' shall be submitted to the Committee. The Committee may grant up to the maximum number of scheduled workdays, until reaching the sixty-first (61st) calendar day from the last credited day plus five (5) unpaid days.

**§3.5.3** No participant may be granted more than ninety (90) sick days from the Bank for any one claim or medical condition. No sick days from the Bank will be provided once the participant begins receiving payments from a disability plan or Workers' Compensation. Any sick days awarded from the Bank that are not used will be returned the Sick Leave Bank.

**§3.5.4** The Committee shall notify the Business Office and the participant of the number of sick leave days granted within six (6) workdays of the meeting when the claim was considered.

**§3.5.5** Copies of the 'Request for Sick Leave Bank Days Form' with the final determination shall be sent to the **School District's** Human Resources Office.

### **§3.6** *Reporting Procedures.*

**§3.6.1** The Committee shall keep accurate records of its activities, including minutes of meetings and an accounting of the contributions to and distributions from the Bank. The minutes of each meeting shall be provided to the **Director of Human Resources** promptly after having been approved and a full accounting of the contributions and distributions in July of each year to the Business office and the **Director of Human Resources**.

**§3.6.2** The Committee shall distribute the accounting to participants, including former participants who were employed during the applicable year, no later than July 31 each year.

### **§3.7** *Contribution Certifications.*

**§3.7.1** Upon receipt of a certified list of contributors from the Committee, the payroll department shall deduct one (1) day of sick leave from the accumulated sick leave record of each contributor.

**§3.7.2** If participants must contribute additional sick leave days, the Committee shall provide the **School District** with a certified list of contributors and the number of additional days contributed. The **School District** will deduct the additional contributions for the accumulated sick leave record of each contributor.

### **§3.8** *Accounting.*

**§3.8.1** In recognition that the scheduled workday of different employee classifications is different, the accounting of contributions and distributions shall be made in hours reflecting the number of hours, or portions of hours, that an employee is scheduled to work per day. Days distributed to employees shall be in hours awarded and then converted to the applicable number of days for the particular employee.

**§3.8.2** The Human Resources Department shall maintain all records pertaining to the operation of the Bank.

**§3.9** *Benefits.* During the period in which sick leave days from the Bank are being used, an employee who is participating in the Sick Leave Bank shall be entitled to contractual and/or legal benefits subject to the terms, conditions and limitations set forth in the applicable administrative compensation plan, contract or collective bargaining agreement or **Applicable Law**.

### **§3.10** *Hold Harmless.*

**§3.10.1** Members of the Committee shall be entitled to defense and indemnity in accordance with the terms, conditions and limitations contained in the Political Subdivision Tort Claims Act as it is deemed that the work of the Committee conducted in accordance with this **Policy** shall be within the scope of their employment with the **School District**.

### **§3.11** *Termination of Sick Leave Bank.*

**§3.11.1** If the Committee deems there is serious misuse of the days being granted or there is a lack of continued interest, the Committee may vote to terminate the Bank with notice to the **School Board** and to all participants of the Bank. If a participant has already been granted days, said participant shall continue to receive the days awarded. If the Bank is terminated, the Committee will decide the manner in which the days remaining in the Bank will be distributed or returned to the active participants at the time of termination.

## **Article IV. Definitions and Construction**

**§4.1** When capitalized in bold font herein, the following terms shall have the following definitions unless the context clearly indicates otherwise:

**§4.1.1** "**Applicable Law**" means any applicable federal, state or local law, regulation, ordinance, **Policy**, or the holding of any court decision that is applicable to the matters addressed herein.

**§4.1.2 "Policy"** means any **Policy** as adopted by the **School Board** and that is contained either in the **Policy Manual** as published on the **School District's** website or that is contained in or approved by any action of the **School Board** at a public meeting.

**§4.1.3 "School Board"** and **"Board"** means the Board of School Directors of the Coatesville Area School District and the members of same, individually or in combination, as the situation demands.

**§4.1.4 "School District"** means the Coatesville Area School District.

**§4.2 Construction Generally.** This **Policy** shall be interpreted in accordance with the following terms and conditions.

**§4.2.1** Except as expressly provided otherwise in this **Policy**, (a) the words "include," "includes" and "including" are deemed to be followed by the words "without limitation"; (b) the word "or" is not exclusive; and (c) the words "herein," "hereof," "hereto," and "hereunder" refer to this **Policy** as a whole.

**§4.2.2** Unless the context clearly otherwise requires, references herein: (a) to sections, mean the sections and subsections of this **Policy**; (b) to this **Policy** means this **Policy** as amended, supplemented, and modified from time to time to the extent permitted by the provisions thereof; and (c) to a statute means such statute as amended from time to time and includes any successor legislation thereto and any regulations promulgated thereunder.

**§4.2.3** Whenever the masculine is used in this **Policy**, the same shall include the feminine and whenever the feminine is used herein, the same shall include the masculine, where appropriate.

**§4.2.4** Whenever the singular is used in this **Policy**, the same shall include the plural, and whenever the plural is used herein, the same shall include the singular, where appropriate.

**§4.2.5** The headings used in this **Policy** are for reference and convenience only, do not in any way define, limit, describe, or amplify the provisions of this **Policy** or the scope or intent of this **Policy**, are not a part of this **Policy**, and will not enter into the interpretation of this **Policy**.

**§4.3** All references to "days" in this **Policy** mean calendar days unless otherwise stated. The term "business day" or "working day" means Monday through Friday, excluding holidays observed by the **School District**.

**§4.4** Whenever an administrator is referenced herein, the reference shall include the administrator's designee, substitute, acting or interim administrator.

Legal

[45 CFR Part 160](#)

[45 CFR Part 164](#)

Pol. 334

Pol. 335

Pol. 336

Pol. 337

**ATTACHMENT "A"**  
**COATESVILLE AREA SCHOOL DISTRICT**  
**SICK LEAVE BANK PARTICIPATION APPLICATION**

I am in the following bargaining unit or employee group: (check one)

- Act 93 Certified
- Non-Certified
- Coatesville Area Teachers' Association
- Coatesville Area Teamsters Support Staff
- Coatesville Area Federation of Educational Personnel

Intending to be legally bound hereby, I hereby apply for participation in the Sick Leave Bank. My application for participation is given freely and voluntarily and in accordance with the terms and condition of the Policy 334.1 ("the Policy"), a copy of which I have been given.

I have read the Policy and understand it. I agree that sick day(s) will be deducted and used as explained in the Policy. I understand that all decisions made by the Sick Leave Bank Committee are to be considered final.

I understand that I have the option to cancel my participation in the Bank anytime with full knowledge that days donated to the Bank are NOT refundable and will NOT be returned.

Employee Name \_\_\_\_\_  
Last First Initial

Position/Assignment \_\_\_\_\_  
\_\_\_\_\_

Date of Employment \_\_\_\_\_ Hours per day \_\_\_\_\_

Employee Signature \_\_\_\_\_ Date \_\_\_\_\_

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**WAIVE COVERAGE:**

*If you elect to waive your option to apply for participation in the sick bank, please sign and date below. You will have the option to request participation at a later date as stated in §**Error! Reference source not found.** of Policy 334.1.*

Employee Signature \_\_\_\_\_ Date \_\_\_\_\_

\_\_\_\_\_  
Sick Bank Committee Secretary

\_\_\_\_\_  
Sick Bank Committee Co-Chair