

# DENVER TEACHERS' CLUB VOLUNTARY PAYROLL PROTECTION PLAN

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## Rules & Regulations

### PART I

#### Eligibility for Membership

Any full-time employee of the Denver Public Schools who is not hourly and whose annual salary is paid in equal installments throughout the year is eligible for membership.

### PART II

#### Protection Provided Members

In consideration of the payment of an annual premium, the member so paying shall be entitled to receive Forty-Five Dollars (\$45.00) per day for each day of absence from regular duty where one or both of the following are true:

1. Such **absence is due solely to illness or injury of the member** and has been reported to the DPS payroll department using reporting code 3050, and such absence is attested to by the member's physician or practitioner on the claim form referred to in clause 5 below.
2. The member is on a leave approved by DPS Health Services **due solely to illness or injury of the member**, and such absence is attested to by the member's physician or practitioner on the claim form referred to in clause 5 below.

Such payments are to continue as provided in the following clauses:

**Clause 1.** No compensation shall be paid for the first ten work days of illness for members who work 200 or less days per year, and no compensation shall be paid for the first twelve work days of illness for members who work 201 or more days per year. After using said days, compensation will commence on the 11<sup>th</sup> and 13<sup>th</sup> days of absence respectively. It is not necessary to exhaust all accumulated sick leave prior to filing a claim. No member shall receive benefits of more than 100 days total in any one school year.

**Clause 2.** Maternity leave is not covered under the provisions of the Voluntary Payroll Protection Plan. Normal pregnancy, up to and including delivery and recovery, is not considered an illness. However, if a member suffers complications during pregnancy, delivery or recovery, which require additional time off either before delivery or subsequent to the first six weeks of recovery, and this is documented by the member's physician, the member may receive benefits as described above for the additional time.

**Clause 3.** The total number of benefit days paid to any member in a given year shall be limited to 5 days during the 1<sup>st</sup> year of membership, 10 days during the 2<sup>nd</sup> continuous year of membership, 15 days during the 3<sup>rd</sup> continuous year of membership, 20 days during the 4<sup>th</sup> continuous year of membership, 25 days during the 5<sup>th</sup> continuous year of membership. During the 6<sup>th</sup> continuous year of membership and each year thereafter, a member's benefits shall be limited to 100 days per year, not to exceed 200 benefit days in any five year period.

**Clause 4.** Should an individual's membership be interrupted in any given year, except for approved leave, such individual will be considered a new member and the limitations above shall again be applicable.

**Clause 5.** Payroll Protection includes only work days of the current school year, which for the purposes described herein, shall commence on July 1 and culminate on June 30. All claim forms must be received in the Denver Teachers' Club office no later than September 1. Claim forms may be obtained from your representative or from the Denver Teachers' Club office. A claim form must be complete with regard to information requested in parts A & B of the form, and must be signed by the applicant and the applicant's physician at the time it is received in the office. If for any reason, a claim is received after the

stated deadline (September 1) or the claim is received by the deadline but is incomplete and remains so at the time the deadline passes, the claim will be denied.

**Clause 6.** Absences covered under Workers' Compensation will not be reimbursed by the Voluntary Payroll Protection Plan.

### **PART III**

#### **Admission to Membership**

3. A new applicant must be a full-time employee who is not hourly and whose annual salary is paid in equal installments throughout the year at the beginning of the year in which said applicant first applies for membership.
4. Any person who has been a member of the Voluntary Payroll Protection Plan prior to the current year, but whose membership has been interrupted because of personal illness or injury, may be accepted as a continuing member. Such membership is contingent upon:
  - a. The interruption having been no longer than one year in duration.
  - b. Receipt of a new membership application, accompanied by physician's documentation.
  - c. Payment in full of any portion of the year's premium which went unpaid as a result of the illness or injury, either in cash or through authorized salary deduction.

### **PART IV**

#### **Revocation**

Requests for revocation of membership will be accepted only during the period of May 1 through May 31 of the current year, becoming effective July 1 of the following school year. Revocation forms may be obtained from the Denver Teachers' Club office and must be completed, signed, and returned to the Denver Teachers' Club office no later than May 31 of the current year.

### **PART V**

#### **Effect of Resignation, Retirement, and Leaves of Absence**

1. Notwithstanding anything contained in parts I through IV to the contrary, any member who resigns, retires, or obtains an approved leave of absence for reasons other than personal illness or injury, including maternity, automatically ceases to be eligible for benefits from the Voluntary Payroll Protection Plan from the beginning date of such action.
2. A member returning to regular full-time employment with the district at the beginning of the school year after an approved leave of one year or less, shall be eligible for continued protection upon completion of a new membership application and payment of any portion of the annual premium due for the period of leave.

### **PART VI**

#### **Payment of Annual Premium**

1. Members may elect to pay the annual premium either through authorized payroll deductions in monthly installments equal to 1/12 the year's premium, or by payment of the entire year's premium on or before September 15 of the current year.
2. First time members joining through authorized payroll deduction will receive a discount on the current year's premium equal to 1/12 of the annual premium.
3. Any portion of an annual premium which is owed by a member at the time a claim is paid will be deducted from the total balance due the member as a result of the claim.