

## 4432 SICK LEAVE

On or about September 1 of each year, employees shall receive a notice detailing the amount of sick leave which had accumulated by the prior June 30.

Commencing on September 1 of each school year, ten-month employees shall be entitled to ten sick leave days for each school year as of the first day of school. Commencing on July 1 of each school year, twelve-month employees shall be entitled to twelve sick leave days for each school year. Employees who join the staff after the beginning of the fiscal year shall be entitled to one sick leave day for each month or remaining portion thereof remaining in that school year. Unused sick leave shall accumulate from year to year with no maximum limit.

If an employee is absent four consecutive work days, a doctor's certificate concerning the illness shall be presented to the Superintendent. The employee shall notify the Principal, or the Principal's representative of anticipated absence due to illness as early as possible, but not later than one hour before school opens on the day of absence. When possible, notification should be made prior to 10:30 p.m. the evening preceding the absence. Such notification also is required the day prior to taking any approved leave. Daily call-in shall not be required in a case of extended illness. A ten-month employee who fails to comply with notification procedures to anticipated absence shall suffer a loss of wages equal to 1/200 of the employee's annual salary for each day notification is not provided. A twelve-month employee shall suffer a loss equal to 1/220 of the employee's annual salary for each day notification is not provided.

### Reimbursement for Unused Sick Leave at Retirement

If support staff members work continuously in the district for fifteen years or more and apply for and are granted an official retirement by the New Jersey Division of Pensions, the Board will pay .002 of the previous year's salary up to \$75.00 per day for each day of unused sick leave up to one hundred fifty days. The support staff member must notify the Board of the intent to retire by November 1 of the year prior to the fiscal year in which retirement will take place. In emergent circumstances, a later notice will be accepted by the Board; however, payment shall be deferred one year to allow for budgeting by the Board. Payment shall be made on July 15 for anyone retiring on or prior to June 30, or thirty days after the actual retirement date for employees retiring between June 30 and November 1.

### Temporary Leave of Absence

1. Personal Leave



Employees shall be entitled up to three days for personal leave. Application for personal leave shall be made five school days before taking such leave, except in emergencies. The applicant shall certify, as required by the form, that the reason for leave is an urgent personal matter which cannot be reasonably met during non-school hours.

Personal leave may not be granted for days which fall immediately prior to or immediately after a school closing date (not including Saturday or Sunday) or an extended recess period. In emergency circumstances, the Superintendent may exercise discretion to waive this restriction provided a written explanation for the need for leave accompanies the request and provided the Superintendent finds the reason to fall within the intended use for personal leave.

~~Personal leave is not cumulative as sick leave. After three years of continuous employment, unused personal leave shall be accumulated as sick leave.~~

## 2. Bereavement Leave

Employees may be granted up to five days at any one time in the event of the death of an employee's immediate family member, i.e. parent, spouse, child, son-in-law, daughter-in-law, father-in-law, mother-in-law, brother, sister, brother-in-law, sister-in-law, grandparent, grandchild, surrogate parent which could include a grandparent who actually raised the employee, or a member of the employee's immediate household. Employees also shall be granted up to one day in the event of the death of an employee's relative outside the immediate family as defined above. Where additional absence due to family death is required because of the emotional disability, such absence may be charged to accumulated and authorized sick leave, upon request of the employee. Where additional absence due to family death is required because of geographic distance to the funeral site, such absence may be requested and granted as personal leave.

### Extended Leaves of Absence

#### 1. Family Illness Leave

See Family Leave Policy 4431.1.

#### 2. Public Office Leave



The Board may grant a leave of absence without pay to an employee to serve in an elected or appointed public office for the term to which the employee is elected, appointed, re-elected or reappointed.

3. Military Leave

Military leave without pay for the period of induction or initial enlistment shall be granted to any employee who is inducted or who enlists in any branch of the Armed Forces of the United States. Extensions of military leave may be granted by the Board at its discretion.

Time necessary for persons called into temporary active duty or any unit of the U.S. Reserves or State National Guard shall be granted provided such obligations cannot be fulfilled on days when school is not in session. For the purpose of this policy, the determination of what constitutes 'temporary active duty' shall be made by the Board at its discretion. In no event shall the term apply to service rendered by an individual beyond the initial military obligation as required by Federal Statute. An employee absent because of temporary active military duty shall be paid a salary differential in accordance with the requirements of N.J.S.A. 38:23-1 or N.J.S.A. 38A:4-4.

4. Maternity/Child-Rearing Leave

Child rearing leave without pay and disability leave with or without pay shall be granted in accordance with the conditions outlined hereinafter:

a. Any employee seeking a leave of absence for reasons associated with disability due to pregnancy or for child rearing leave during the first year of the child's life shall file a written request for such leave with the Superintendent at least ninety days in advance of the first day of the anticipated disability or child rearing leave. The written request shall include:

- (1) A physician's certification of pregnancy and the estimated delivery date,
- (2) The date on which the employee intends to return,
- (3) Request for medical disability leave which specifies the anticipated beginning and ending date for disability leave may be necessary. The Board will honor changes of ending



date (It is understood that medical disability is not always predictable and that a change in the date be supported by the attending physician's written recommendation),

- (4) A notice of intent to use accumulated sick leave (It is understood that an employee cannot know how many sick leave days will remain available to her ninety days in advanced therefore, final written notice of how many days will be taken for medical disability leave due to pregnancy need not be submitted until the week of the employee's departure for her disability leave. If sufficient accumulated sick leave is not available to cover the entire period of medical disability, the employee may indicate that she wishes to use all which is remaining to her upon her departure. Requests for use of accumulated sick leave which extend beyond thirty calendar days before and/or after the anticipated delivery date must be accompanied by a physician's certification of the nature of the disability and his/her recommendation with respect to employment.), and
  - (5) A request for child rearing leave without pay, if desired, which includes the ending date. It will be assumed that such leave will begin at the end of the approved medical disability period. In situations where an employee has no available accumulated sick leave or does not wish to use sick leave for the period of disability, the request should so state and should include a beginning date for unpaid leave.
- b. The Board shall honor leave dates so requested if they will not substantially interfere with the effective administration of the educational program to which the employee was assigned, subject to the following conditions:
- (1) As a condition of the employee's return, the Board may require production of a certificate from a physician certifying that the employee is medically able to resume her duties.
  - (2) In no event shall non-tenured employees have such leaves of absence extended beyond the end of the contract year in which leave is requested to commence.



- (3) In no event shall such leaves for tenured employees extend beyond a period of one year from the date on which said leave is to commence.
  - (4) The Board may grant a leave for dates other than those requested upon finding that the grant of leave for the dates requested would substantially interfere with the administration of the school.
  - (5) The Board will honor sick leave requests which meet the requirements and criteria herein, so long as the delivery occurs within the time specified in the employee's request for use of sick leave. If delivery occurs prior to the initially requested disability period, the Board shall permit use of accumulated sick leave for the required absence prior to delivery and for all school days during a thirty calendar day period following delivery.
  - (6) The Board understands that an anticipated delivery date represents a physician's best estimate and that circumstances can cause the estimate to be incorrect. The Board will not act to deny leave under this policy when date estimates are incorrect because of circumstances beyond the pregnant employee's control.
  - (7) When the employee's absence due to disability leave does not extend thirty days before and after delivery and the employee has furnished a prior notice from a physician certifying the pregnancy and the anticipated delivery date, the Board shall not require the physician's notice described under this policy.
- c. The Board reserves the right to remove any pregnant employee from her position or to insist that the employee accept a leave of absence therefrom, if after her pregnancy is confirmed, her work performance has substantially declined in comparison to her performance prior to the medical confirmation of pregnancy, or if her physical condition or capacity is such that her health would be impaired if she were to continue working. Such physical capacity shall be deemed so impaired if any of the following occur:



- (1) The pregnant employee, after written request from the Superintendent, fails to produce a certification from her physician that she is medically able to continue to perform her duties,
  - (2) The pregnant employee's physician and a physician designated by the Board agree that she is not medically able to continue to perform her duties, or
  - (3) If, after a difference of medical opinion by the employee's physician and the Board's physician, a third physician, designated by mutual agreement of the employee and the Board, or, if no such agreement can be reached, the Camden County Medical Society certifies that in his/her opinion, the employee is not medically able to perform her duties. If it becomes necessary to seek the opinion of a third physician, the fee involved shall be shared by the Board and the employee involved.
- d. In the case of termination of pregnancy for any reason other than normal birth, the employee shall notify the Board of such circumstances and the Board shall honor a request to return earlier than the date originally established upon receipt of medical certification by the employee's physician of her physical fitness to work, and if the Board has not contractually obligated itself to a replacement.
- The processes for restoration of medical benefits shall be initiated by the Board upon notification from the returning employee that she wishes to return to her position because of an unanticipated termination of pregnancy.
- e. After the granting of leave to any employee pursuant to the provisions of this policy, the Board will give reasonable consideration to a request from the employee for either the extension or reduction of the period of leave so granted, provided the employee requesting the same makes written application to the Superintendent at least sixty days before the date such extension or reduction will become effective, and submits with that application



a certificate from a physician certifying that said reduction or extension of leave is not medically contraindicated and that the employee is or will be able to resume her duties on the date such resumption is requested and provided a vacancy exists for which the employee qualified to fill.

## Other Medical Disability Leave

Upon the written recommendation of an employee's physician, the Board may grant a medical disability leave without pay for a period not to exceed one calendar year. The Board reserves the right to require such an employee to undergo a medical examination by the Board's medical inspector or by a physician recommended by the medical inspector to determine if the employee is medically able to perform his/her duties. Extensions of medical disability leave may be considered by the Board at its discretion.

## Other Extended Leaves

Other extended leaves of absence without pay may be granted by the Board at its discretion.

## Promotions

A support staff employee may be upgraded from one classification to another upon recommendation of the Superintendent and approval of the Board of Education. When such a promotion takes place, the employee shall not sustain a salary reduction because of placement on a different salary guide.

## Health Benefits Program

The Board shall provide family health care insurance protection for each support staff employee as per the district's master health benefit policy.

1. Nonparticipating Employees

In the event that an employee chooses not to participate in or be enrolled in the health care insurance plan provided by the Board, said employee may make no claim on the Board for payment or other consideration in lieu of participation. The parties agree to establish a Section 125 (IRS Code Plan) for the purposes of making available a cash option.

- a. Any employee otherwise entitled to full family health insurance coverage shall have the option to withdraw from such coverage



and to be paid a sum equal to forty percent of the family premium coverage for each year that the withdraw remains in effect. All withdrawals from health insurance coverage shall be for a minimum of one year corresponding to the benefits period established by the Board's carrier. The cash payment shall be a stipend payable quarterly.

- b. In addition to the family health insurance coverage, the employee shall have the option to withdraw from other insurance coverage available by the Board of Education and to be paid a sum equal to forty percent of the said coverage. All withdrawals from the insurance coverage shall be for a minimum of one year corresponding to the benefits period established by the Board's carrier. The cash payment shall be in the form of a stipend payable quarterly.
- c. Notwithstanding the above, the employees who have a change in status, e.g. termination of employment, divorce (copy of decree required), legal separation (copy of decree required), death (copy of certificate required), group contract/policy terminated, military discharge (Form D0214 required), which causes them to lose coverage elsewhere shall be entitled to re-enroll in the health plan during the plan year providing the employee gives the Board notice of the change in status within sixty days of the event causing the change; otherwise all elections or cash options shall be in effect for the entire twelve month benefit period. The Board's obligation for the cash option shall be pro-rated for those employees subject to a change in status.
- d. Return to benefits plan for reasons other than change of status is subject to the terms of the carrier.

The parties agree that the cash option provision shall be rescinded if there is any tax liability (State or Federal) to employees who continue to choose benefits.

## 2. Description of Coverage

The Board agrees to request that the insurance carrier provide each employee with a description of the health care insurance coverage provided under this article the district's master health benefit policy.

## 3. Dental Insurance





The Board shall provide dental insurance protection for each support staff employee as per the district's master health benefit policy.

4. Prescription Insurance

The Board shall provide prescription insurance protection for each support staff employee as per the district's master health benefit policy.

### Cafeteria Staff

Cafeteria employees and aides shall receive their lunch at no personal expense.

### Included Employees

Support staff employees covered by provisions of this policy include:

1. Office Staff
2. Cafeteria Staff and Manager
3. Custodial Staff, Maintenance Staff, Night Facility Maintenance Supervisor, and Building Supervisor
4. Library and AV/TV Technicians
5. Technology Department
6. Instructional Aides and One-on-One Aides
7. Interpreters

Employees working less than twenty hours per week are not entitled to benefits; however they may elect to purchase benefits. Employees working twenty hours to less than thirty hours per week will be entitled to single coverage for the employee only, which will be paid for by the district. They may elect to purchase family coverage. Employees working thirty hours or more are entitled to full benefits for employees and dependents, which will be paid for by the district. All employees hired prior to, May 1, 2011, who were receiving benefits, will be grandfathered.

Effective May 1, 2011 all new employees hired as Support Staff Members, as indicated within this addendum, will be subject to this revision. Specifically, compensation for Support Staff members identified as General Cafeteria Workers, One-on-One Aide, Job Coach, and Bus Driver will include a minimum hourly wage of \$10/hour, and a



maximum wage of \$19/hour. Support Staff members identified as Instructional Aide will receive a minimum hourly wage of \$15/hour, and a maximum wage of \$25/hour. The determination of new employee's hourly wage will be made by the Superintendent of Schools, who may consider the new employee's experience and/or training when determining the hourly rate.

**Commencing on September 1 of each school year, ten-month full time One-on-One aides and Job Coaches shall be entitled to ten sick leave days for each school year as of the first day of school. One-on-One Aides and Job Coaches will not receive personal or bereavement leave.**

General Cafeteria Workers, ~~One-on-One Aide, Job Coach,~~ and Bus Driver will not receive paid compensation for leaves of absence including, sick leave, personal leave, or bereavement leave. General Cafeteria Workers, One-on-One Aide, Job Coach, and Bus Driver will not be eligible for medical, dental, vision, or prescription drug plan benefits.

29 U.S.C. 2601 et seq.

N.J.S.A. 18A:30-1 et seq.

**1<sup>st</sup> Reading: 7 January 2016**

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