



Title: **Family and Medical Leaves**

Code: 335

Book: Policy Manual

Section: 300 Employees

Purpose

The purposes of this policy concerning leaves governed under the Family and Medical Leave Act of 1993 are:

1. To balance the demands of the workplace with the needs of families, to promote the stability and economic security of families, and to promote national interests in preserving family integrity.[\[1\]](#)
2. To entitle employees to take reasonable leave for medical reasons; for the birth or adoption of a child; and for the care of a child, spouse, or parent who has a serious health condition.
3. To accomplish the purposes described in paragraphs (1) and (2) in a manner that accommodates the legitimate interests of employers.
4. To accomplish the purposes described in paragraphs (1) and (2) in a manner that, consistent with the Equal Protection Clause of the Fourteenth Amendment, minimizes the potential for employment discrimination on the basis of sex by generally ensuring that leave is available for eligible medical reasons (including maternity-related disability) and for compelling family reasons, on a gender-neutral basis.

5. To promote the goal of equal employment opportunity for women and men, pursuant to such clause.

Authority

It is the intention of the Central Greene School District Board of Education to adhere to the requirements of the FMLA as they are applicable with certain sections of the collective bargaining agreements. Those sections include:

1. Maternity Leave
2. Adoption Leave
3. Family Illness
4. Unpaid Leave of Absence

Guidelines

Entitlement

The FMLA specifies that an eligible employee shall be entitled to a total of twelve (12) work weeks of leave during any 12-month period for one or more of the following:

1. Because of the birth of a son or daughter of the employee and in order to care for such son or daughter.
2. Because of the placement of a son or daughter with the employee for adoption or foster care.
3. In order to care for the spouse, or a son, daughter or parent of the employee, if such spouse, son, daughter or parent has a serious health condition as defined by the Act.

4. Because of a serious health condition, as defined by the Act, that makes the employee unable to perform the functions of the position of such employee.

Continuation of Health Benefits

The FMLA requires employers to provide, maintain and pay for, group health plan coverage for eligible employees during the duration of the twelve (12) week leave period.

Maternity Leave

If an expectant employee requests to use any of her accumulated sick days while on maternity leave, those sick days shall be taken as an uninterrupted block at the onset of the maternity leave. At the conclusion of the usage of those accumulated sick days, the employees shall be granted up to twelve (12) additional weeks of unpaid FMLA leave. At the conclusion of the 12 week FMLA leave, any continuation of the leave becomes an unpaid maternity leave of absence.

Expectant employees choosing not to use any of her accumulated sick days while on maternity leave shall be granted up to twelve(12) weeks of unpaid FMLA leave, to be used as an uninterrupted block at the onset of the maternity leave. At the conclusion of the 12 week FMLA leave, any continuation of the leave becomes an unpaid maternity leave of absence.

All other provisions of the Maternity Leave section of the collective bargaining agreement remain unchanged.

Adoption Leave

If an employee requests to use accumulated sick days (not to exceed forty (40) days) while on adoption leave, those sick days shall be taken as an uninterrupted block at the onset of the adoption leave. At the conclusion of the usage of those accumulated sick days, the employee shall be granted up to

twelve (12) additional weeks of unpaid FMLA leave. At the conclusion of the 12 week FMLA leave, any continuation of the leave becomes an unpaid adoption leave of absence; however, the total leave, including that part of which accumulated sick days are utilized, the FMLA leave, and any unpaid leave, shall not exceed the time limits imposed by the collective bargaining agreement.

Employees choosing not to use any accumulated sick days while on adoption leave shall be granted up to twelve (12) weeks of unpaid FMLA leave, be taken as an uninterrupted block at the onset of the adoption leave. At the conclusion of the 12 week FMLA leave, any continuation of the leave becomes an unpaid adoption leave of absence; however, the total leave including the FMLA leave, and any unpaid leave, shall not exceed the time limits imposed by the collective bargaining agreements.

All other provisions of the Adoption Leave section of the collective bargaining agreement remain unchanged.

Family Illness

If the employee requests to use any accumulated sick days (not to exceed twenty (20) days) while on Family Illness leave, those sick days shall be taken at the onset of the Family Illness leave. When all accumulated sick days have been used, the employee shall be granted up to twelve (12) additional weeks of unpaid FMLA leave. The FMLA leave may be used as either an uninterrupted block, or, intermittently, totaling 12 weeks; however, an employee wishing to take the leave on an intermittent basis must submit supporting certification from his/her attending physician. Said supporting certification must meet the requirements of the Act. At the conclusion of the 12 week FMLA leave, any continuation of the leave becomes an unpaid leave of absence, as defined below.

Employees choosing not to use any accumulated sick days while on Family Illness leave shall be granted up to twelve (12) weeks of unpaid FMLA leave, to be used as either an uninterrupted block at the onset of the Family Illness leave, or as an intermittent leave totaling 12 weeks, provided the employee submits supporting certification from his/her attending physician as described above. At the conclusion of the 12 week FMLA leave, any continuation of the leave becomes an unpaid leave of absence as defined below.

All other provisions of the Family Illness leave section of the collective bargaining agreement remain unchanged.

Unpaid Leave of Absence

Any employee who has exhausted all sick leave available, and who is unable to work because of a personal illness/disability or, any employee who must care for his/her spouse, son, daughter, or parent with a serious health condition, shall be granted up to twelve (12) weeks of unpaid FMLA leave, to be taken as an uninterrupted block at the onset of the leave of absence. At the conclusion of the 12 week FMLA leave, any continuation of the leave will become an unpaid leave of absence; however, the total leave including the FMLA leave, together with any unpaid leave, shall not exceed the time limits imposed by the collective bargaining agreements.

All other provisions of the Leave of Absence section of the collective bargaining agreements remain unchanged.

Adopted: **October 21, 1981**

Last Revised: **September 20, 1994**
