

NEW HAMPSHIRE SCHOOL ADMINISTRATIVE UNIT 29

CHESTERFIELD SCHOOL DISTRICT

GBCA

FAMILY AND MEDICAL LEAVE ACT

If applicable, the Board shall conform with the Family and Medical Leave Act (the Act) and shall establish and follow procedures to address questions in the Act and to coordinate the benefits of the Act with collective bargaining agreements and/or leave policies of the District.

Approved: C-6/28/94

ADMINISTRATIVE PROCEDURE TO ACCOMPANY POLICY GBCA
FAMILY AND MEDICAL LEAVE ACT

1. **Notice and Scheduling.** An employee must comply with the notice and scheduling requirements as set forth in the Act.
2. **12-month period.** The "12-month period" during which an employee is entitled to a total of 12 weeks of unpaid leave shall be the period from July 1 to June 30.
3. **Substitute vacation and personal leave.** An employee must first substitute accrued vacation leave and accrued personal days for leave under the Act.
4. **Sick and/or disability leave.** An employee must first substitute accrued sick leave or disability leave for leave under the Act if the purpose of the leave is such that the employee would be entitled to use sick leave irrespective of the Act. An employee is not permitted to substitute accrued sick leave or disability leave otherwise.
5. **Husband and wife.** If a husband and wife both work for the District, then the combined total leave permitted them under the Act during the period from July 1 to June 30 for the birth or placement of a son or daughter or the care of a parent shall be 12 weeks.
6. **Medical certification.** All requests for leave for a serious health condition shall be supported by timely and sufficient medical certification as set forth in the Act. A required form shall be provided by the Personnel Office. Second and/or third opinions and/or recertifications as set forth in the Act may be required by the District as determined on a case-by-case basis.
7. **Intermittent or reduced leave.** It is inherent in the business of education, as recognized in the Act, that intermittent leave or a reduced leave schedule is particularly disruptive. Such requests must be in strict compliance with the Act, and while such requests will be considered on an individual basis, it will generally be required that the request conform to the Special Rules set forth for Local Educational Agencies.
8. **Life and disability insurance.** Under present conditions, the District intends to maintain for an employee on leave under the Act his/her group life and disability insurance benefits at no cost to the employee. However, the District does not guarantee that the carriers will agree to provide life or disability coverage for an employee on leave. If the costs of life or disability insurance coverage for an employee on leave become unreasonable as determined by the Board, then the Board may elect to terminate such benefit to the employee on leave with reasonable notice to the employee such that the employee may elect to maintain and pay for the benefit during the leave.

9. **Employee's share of health premium.** The employee's contribution to the group health benefit shall be made at least at the same time as it would have been through payroll deduction. If the required payment is more than thirty days in arrears, the District may discontinue the group health benefit without notice to the employee. The District may instead elect - but has no obligation to elect - to continue the group health plan benefit by paying the employee's share of the premium, in which event the employee on leave shall be presumed to have authorized reimbursement through payroll deduction from the paycheck of the employee after return to work.

10. **Seniority.** Seniority for salary placement purposes will continue to accrue during a leave under the Act; but if seniority vis-a-vis another employee is a factor in job-related decision making, credit will not be given for the time of leave.

11. **Verification of intention to return to work.** The District reserves the right to require that an employee on leave shall periodically verify in writing his/her intention to return to work. If the employee refuses to respond or provides unequivocal notice that there is no intention to return to work, the employee shall have no further rights under the Act.

12. **Fitness for Duty Certification.** An employee on leave under the Act for a period of two weeks or longer for reason of the employee's serious health condition shall not be entitled to return to work until the employee has provided certification from his/her health care provider that such health condition no longer prevents the employee from performing the functions of his/her position.

13. **Reimbursement upon failure to return to work.** A failure to return to work for thirty calendar days after expiration of the leave must be accompanied by sufficient medical certification as set forth in the Act or by verification that the failure results from circumstances beyond the control of the employee, else the employee shall reimburse the District for all costs of benefits paid by the District during the leave.

14. **Restoration to position.** Upon return from leave, the employee shall occupy the position held prior to the leave if it remains vacant or if it has been occupied by a short-term substitute. Otherwise, the employee shall be restored to a position for which the employee is qualified, meaning for certified employees a position within the employee's certification or for which the employee is certifiable.

15. **Failure to comply.** The employee's failure to comply with the Act and/or these procedures shall be cause for denial of the benefits of the Act, including the right to reemployment and the right to District contributions to continued health insurance coverage.

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