

EMPLOYEE LEAVE OF ABSENCE

The Centennial School District recognizes its responsibility to provide District employees with a fair and equitable leave of absence program.

The Superintendent is responsible for the implementation of this policy.

Policy: 2.15
Adopted:.....05/13/80
Amended:10/14/86
 11/13/90
 04/12/94
 03/10/98
 04/08/03
 12/15/09

EMPLOYEE LEAVE OF ABSENCE AND LEAVE BENEFIT PROGRAM

I. Definitions:

- A. Hourly Employee(s). The term “hourly employee(s)” shall mean all employees of the school district other than salaried employees.
- B. Salaried Employee(s). The term “salaried employee(s)” shall mean and be limited to professional employee(s), temporary professional employee(s), and salaried administrators employed by the school district, and any other employees, and who qualify as being exempt employees under the Fair Labor Standards Act.
- C. Permanent Employee. A “permanent employee” is an employee who is hired for an indefinite duration who is not a casual employee, a substitute employee, an employee hired for a fixed term, or a temporary employee. The reference in this policy to the employee being a “permanent” employee is not intended to guarantee that any employment will be permanent.
- D. Immediate Family. The term “immediate family” shall mean and be limited to the employee’s spouse, child, parent, parent-in-law, brother, sister, stepchild or grandparent.
- E. Near relative. The term “near relative” shall mean first cousin, grandparent, grandparent-in-law, aunt, uncle, niece, nephew, brother-in-law, sister-in-law.

II. Availability of Leaves of Absence

- A. Subject to the terms, conditions, limitations and exclusions of this policy and of law, the School District shall offer the following leaves to regular school district employees:
 - 1. Sick Leave
 - 2. Paid Extended Sick Leave
 - 3. Unpaid Extended Sick Leave
 - 4. Family and Medical Leave Act (hereafter “FMLA”) Leave
 - 5. Child Rearing Leave for Employees Not Eligible for FMLA
 - 6. Other Leaves of Absence
 - a) School Business Leave
 - b) Legal Proceedings Leave
 - c) Bereavement Leave
 - d) Undefined Leave
 - e) Unpaid Leave of Absence
 - f) Other Leave provided for by the Collective Bargaining Agreement

- B. The Board of Directors reserves the right to rescind, revoke, or amend this policy, in whole or in part, without prior notice.
- C. Effect of Collective Bargaining.
 - 1. Nothing in this policy shall be construed in a way to conflict with any applicable collective bargaining agreement. In the event that there is a conflict between anything in this policy and any term of any collective bargaining agreement, the terms of the collective bargaining agreement shall apply to any employee in the applicable collective bargaining unit.
 - 2. In the event that any leave is eliminated through collective bargaining with respect to a particular bargaining unit, the same or similar leave reflected in this policy shall be deemed not to be applicable to the employees in said bargaining unit.
- D. Notwithstanding anything herein to the contrary, the School District shall have the right at any time it deems proper to require any employee on a leave of absence, returning from a leave of absence, or requesting a leave of absence, to submit relevant documentation to the School District or if appropriate, be subjected to a medical examination.

III. Paid Leaves of Absence Excluding Sick Leave

Absences granted under this section are not deductible from sick leave.

- A. All staff requesting absence from duty for a reason requiring prior approval shall submit an "Application for Pay for Absence" form to their supervisor at least 2 weeks prior to the date of intended absence.
 - 1. The supervisor will indicate approval or disapproval and enter the absence into the time management/attendance system.
 - 2. One copy will be retained at the building/department level and one copy will be given to the staff member.
- B. Legal Reasons – Prior Approval Required
 - 1. Jury Duty - Persons assigned to jury duty may serve without pay deduction, but are expected to work any part of a day or days when not required to be present for jury duty.
 - 2. Child Adoption - One day's absence will be allowed for adoption proceedings.
 - 3. Compulsory Court Appearance *
 - 4. Voluntary Court Appearance *
 - 5. Home purchase closing
 - 6. Internal Revenue Service audit

*If not at fault

- C. Death – Application for Pay for Absence” form to be completed by employee upon return from absence.

Three days are granted for death in the immediate family. This period may be extended as the exigencies of the case may warrant.

2. Absence shall be granted for impending death in the immediate family, the length of time allowed dependent upon the individual case.
3. A single day’s absence may be used to attend the funeral of a near relative. This period may be extended as the exigencies of the case may warrant (for factors such as distance, etc.).
4. Absence shall be allowed for the settlement of family affairs, i.e. executor of estate, following the death in the immediate family, the length of time allowed dependent upon the individual case.

- D. Undefined Absences – Prior Approval Required

1. Requests for absences not covered by policy should be submitted to immediate supervisor.
2. The supervisor will recommend decision to Superintendent who will act upon request.

IV. Sick Leave

A. Salaried Employees.

1. An eligible employee who is prevented by illness or injury from performing his or her position shall be entitled to a sick leave of absence subject to the terms, conditions and limitations of this policy. The sick leave of absence shall be with pay provided the employee has not exhausted the accumulated paid sick leave available to the employee and the employee meets all other conditions for sick leave with pay.
2. Allotment of Paid Sick Leave Days
 - a) Fifteen (15) days shall be granted annually to 10-month employees effective September 1 of each year to all such employees who begin service as of September 1 of any year.
 - b) Eighteen (18) days shall be granted annually to 12-month employees effective July 1 of each year to all such employees who are employed as of July of any year. Full-time twelve month support staff employees who begin service on or after July 1, 2001 receive twelve (12) days per year.
 - c) A 12-month employee who begins employment with the school district after July 1 and a 10-month employee who begins employment with the school district after September 1 shall be allotted 1 ½ sick days for each month to be employed between the initial date of employment and the following June 30.

- d) Any professional or temporary professional employee who has accumulated sick leave days in accordance with Section 1154(a) of the School Code with a different school district in Pennsylvania and who is employed by the Centennial School District may transfer said unused and accumulated sick leave days to their account with the Centennial School District to a maximum of twenty-five (25) such days.
 - e) The school district shall maintain accurate records of the allotment, use, accumulation and depletion of all paid sick leave days for each employee.
 - f) Any unused sick leave shall be cumulative from year to year in the school district without limitation.
3. Medical Certification. Each employee utilizing sick leave, whether paid or not, shall furnish a certificate from a physician certifying that said employee was unable to perform his or her duties during the period of any such absence commencing with the fourth (4th) day of consecutive absence.
 4. Notice and Application for Pay for Absence. Any employee who is out of work as a result of sickness or injury shall provide notice of the absence to the school district as soon as possible and in accordance with the school district's notice requirements. In addition, immediately upon return to service after the absence, all employees shall file an "Application for Pay for Absence" in accordance with school district practice.
 5. Family Illness. Provided that the employee has accumulated sick leave, up to five (5) sick days may be used per year for illness in the employee's immediate family.
 6. Limitation of Use of Paid Sick Leave. No sick leave shall be paid if the employee is unable to perform his or her position as a result of an accidental injury that was incurred while the employee was engaged in remunerative work unrelated to school duties.
 7. Coordination with FMLA. Whenever an employee is absent due to a serious health condition as defined in the FMLA and the employee is eligible under law for FMLA leave, said absence shall be designated as a FMLA leave.
 8. Effect of Exhaustion of Paid Sick Leave. If any employee who has exhausted all rights to any leave of absence under law, collective bargaining agreement, administrative compensation plan or this policy, continues to be prevented by illness or injury from performing his or her position, said employee may be discharged from employment in accordance with law.
- B. Hourly Employees
1. An hourly employee who is prevented by illness or injury from performing his or her position shall be entitled to a sick leave of absence subject to the terms, conditions and limitations of this policy, and applicable approved Personnel Practices and Compensation Plan. The sick leave of absence shall be with pay provided the employee has not exhausted the accumulated paid sick leave available to the employee and the employee meets all other conditions for sick leave with pay.

2. Eligibility is defined in the applicable approved Personnel Practices and Compensation Plan.
3. Medical Certification. Each employee utilizing sick leave, whether paid or not, shall furnish a certificate from a physician certifying that said employee was unable to perform his or her duties during the period of any such absence commencing with the fourth (4th) day of consecutive absence.
4. Notice and Application for Pay for Absence. Any employee who is out of work as a result of sickness or injury shall provide notice of the absence to the school district as soon as possible and in accordance with the school district's notice requirements. In addition, immediately upon return to service after the absence, all employees shall file an "Application for Pay for Absence" in accordance with school district practice.
5. Limitation for Use of Paid Sick Leave. No sick leave shall be paid if the employee is unable to perform his or her position as a result of an accidental injury that was incurred while the employee was engaged in remunerative work unrelated to school duties.
6. Coordination with FMLA. Whenever an employee is absent due to a serious health condition as defined in the FMLA and the employee is eligible under law for FMLA leave, said absence shall be designated as a FMLA leave.
7. Effect of Exhaustion of Paid Sick Leave. If any employee who has exhausted all rights to any leave of absence under law, collective bargaining agreement, administrative compensation plan or this policy, continues to be prevented by illness or injury from performing his or her position, said employee may be discharged from employment in accordance with law.

V. Paid Extended Sick Leave

An eligible employee who is prevented by illness or injury from performing his or her position may be granted a paid extended sick leave of absence for up to sixty (60) work days subject to the terms, conditions and limitations of this policy.

Eligibility Criteria. An employee of the School District must satisfy each of the following criteria in order for the Board to consider, on a case by case basis, an extended paid sick leave.

1. The employee must be employed on a full-time basis by the Centennial School District at the start of the absence leading to the application for a paid extended sick leave.
2. The employee must have completed a minimum of five (5) consecutive years of full-time service in the Centennial School District.
3. The employee must have exhausted all available accumulated paid leaves of absence before a paid extended sick leave will be granted.
4. The employee's inability to work does not result from a work related injury or disease incurred by the employee while engaged in remunerative work unrelated to school district duties.

5. The employee is not receiving workers' compensation and is not making any claims or assertions that the employee is entitled to workers' compensation from the school district.
6. The employee is not actively working outside of the school district.
7. The employee has complied with the application process set forth in this policy.

C. Application Procedures

1. The employee shall submit a written request for paid extended sick leave to his/her immediate supervisor when it is obvious that an extended absence will exhaust the employee's accumulated sick leave.
2. The employee's application shall specify the number of days being requested. Such a request shall be consistent with a doctor's indication of length of illness. The District retains the right to have the employee examined by a physician of its choice for a second opinion.
3. The supervisor receiving the request shall immediately submit the request, along with a recommendation, to the Human Resources office.
4. The Director of Human Resources shall forward the request immediately to the Superintendent with a recommendation.
5. Applications from employees in the collective bargaining unit represented by the Centennial Education Association (CEA) shall be placed on the agenda of a CEA/Administration committee for discussion. The recommendation of that committee shall be forwarded to the School Board by the Superintendent.
6. The School Board shall consider any application and recommendation for paid extended sick leave that is brought to it for consideration. The right to grant or deny, in whole or in part, a paid extended sick leave to any eligible employee shall rest solely and exclusively with the School Board. The approval by the School Board shall be for a maximum of sixty (60) workdays.
7. In the event that the School Board approves a paid extended sick leave of absence for a period of time less than sixty (60) workdays and it becomes apparent that the employee will need additional days for his/her illness, the Superintendent may, at his/her discretion, grant such additional days of paid extended sick leave as he/she shall deem proper, provided, however, that in no event may the total number of days approved by the School Board and Superintendent combined be in excess of sixty (60) workdays. The Superintendent will notify the School Board of any such action, including the number of additional days granted to the employee, at the next regularly scheduled Board meeting.

D. Additional Terms and Conditions Applicable to Paid Extended Sick Leave

If recovery and return to work occurs before the employee's full utilization or exhaustion of the days granted either by the School Board or by the Superintendent, the balance shall be held in "escrow" to be used only for a subsequent absence relating to the illness, injury, or sickness for which the paid extended sick leave was originally granted. The employee shall not be able to use "escrowed" extended paid sick leave for unrelated illness or injuries.

2. Whenever an employee on an extended sick leave is absent due to a serious health condition as defined in the FMLA and the employee is eligible for FMLA, said absence shall be designated as an FMLA leave

VI. Unpaid Extended Sick Leave

- A. An eligible employee who is prevented by illness or injury from performing his/her position may be granted an unpaid extended sick leave of absence for up to two hundred seventy (270) consecutive calendar days subject to the terms, conditions and limitations of this policy.
- B. Eligibility Criteria. An employee of the school district must satisfy each of the following criteria in order for the Board to consider, on a case by case basis, an unpaid extended sick leave.
 1. The employee must be employed on a full time basis by the Centennial School District at the start of the absence leading to the application for an unpaid extended sick leave.
 2. The employee must have completed a minimum of two (2) consecutive years of full-time service in the Centennial School District prior to the start of the leave necessitating the request for an unpaid extended sick leave.
 3. The employee must have exhausted all available accumulated paid leaves of absence before an unpaid extended sick leave will be granted.
 4. The employee's inability to work does not result from a work related injury or disease incurred by the employee while engaged in remunerative work unrelated to school district duties.
 5. The employee is not receiving worker's compensation and is not making any claims or assertions that the employee is entitled to workers' compensation from the school district.

6. The employee is not actively working outside of the school district.

C. Application Procedures

1. The employee shall submit a written request for unpaid extended sick leave to his/her immediate supervisor when it is obvious that an extended absence will exhaust the employee's accumulated sick leave. Unless circumstances prevent the employee from providing at least fifteen (15) days advance notice of the need for the leave, the employee shall submit medical documentation justifying the need for the leave at least fifteen (15) days prior to the date when the unpaid extended sick leave is expected to begin.
2. The employee's application shall specify the number of days being requested. Such a request shall be consistent with a doctor's indication of length of illness. The District retains the right to have the employee examined by a physician of its choice for a second opinion.
3. The supervisor receiving the request shall immediately submit the request, along with a recommendation, to the Human Resources office.
4. The Director of Human Resources shall forward the request immediately to the Superintendent with a recommendation.
5. School Board Action. The School Board shall consider any application and recommendation for unpaid extended sick leave that is brought to it for consideration. The right to grant or deny, in whole or in part, an unpaid extended sick leave to any eligible employee shall rest solely and exclusively with the School Board. The approval by the School Board shall be for a maximum of two hundred seventy (270) consecutive calendar days.
6. Superintendent Action. In the event that the School Board approves an unpaid extended sick leave of absence for a period of time less than two hundred seventy (270) consecutive calendar days and it becomes apparent that the employee will need additional days for his/her illness, the Superintendent may, at his/her discretion, grant such additional days of unpaid extended sick leave as he/she shall deem proper, provided, however, that in no event may the total number of days approved by the School Board and Superintendent combined be in excess of two hundred seventy (270) consecutive calendar days. The Superintendent will notify the School Board of any such action, including the number of additional days granted to the employee, at the next regularly scheduled Board meeting.

D. Additional Terms and Conditions Applicable to Unpaid Extended Sick Leave

1. While on approved unpaid leave of absence, the employee shall:
 - a) Accrue seniority
 - b) Be recognized for salary purposes as follows
 - 1) If the employee works 70% of the work year, the employee shall advance one (1) full step on the salary schedule
 - 2) If the employee works 40% of the work year, the employee shall advance one-half (½) step on the salary schedule
 - 3) If the employee works less than 40% of the work year, the employee shall not advance on the salary schedule

- c) Be eligible for applicable Board payment toward District provided insurance coverage (subject to the terms, conditions, limitations and exclusions of applicable policies)
 - d) Be prohibited from working for any remuneration outside of the District. A violation of this provision shall result in:
 - 1) Immediate termination of the unpaid extended sick leave
 - 2) The employee's obligation to reimburse the school district for any premiums or costs paid to continue any insurance for the employee during the period of the leave
 - 3) Appropriate disciplinary action which may include discharge
2. Early Return from Unpaid Extended Sick Leave. If recovery and return to work occurs before the employee's full utilization or exhaustion of the days granted either by the School Board or by the Superintendent, the balance shall be held in "escrow" to be used only for a subsequent absence relating to the illness, injury, or sickness for which the unpaid extended sick leave was originally granted. The employee shall not be able to use "escrowed" extended unpaid sick leave for unrelated illness or injuries.
 3. Coordination with FMLA. Whenever an employee on an unpaid extended sick leave is absent due to a serious health condition as defined in the FMLA and the employee is eligible for FMLA, said absence shall be designated as an FMLA leave.

VII. FMLA Leave

A. Procedures:

1. Required notices shall be posted.
2. Guides advising employees of their rights and responsibilities shall be developed and posted. The guides shall be given to employees:
 - a) Upon request
 - b) Whenever an employee requests an FMLA leave
 - c) Whenever the School District may designate a leave as an FMLA leave
3. All requests for leave, (both FMLA leave and non-FMLA leave) shall be made in writing on forms provided by Human Resources. The forms shall request sufficient information from which it may be determined whether the leave qualifies as an FMLA leave.
4. If the employee requesting an FMLA leave qualifies for and is entitled to any paid leave under a collective bargaining agreement, School District policy or statutory mandate, the employee may utilize said leave during the FMLA leave at his/her discretion.
5. Medical certification forms as allowed by the FMLA shall be required whenever authorized by the FMLA.

6. Employees shall be required to provide a “fitness for duty” certificate upon returning from FMLA leave when the leave was taken because of the employee’s own serious health condition, except where such a requirement would be in violation of a collective bargaining agreement or where the employee has taken a paid leave concurrent with the FMLA leave and school district policy and practice hereto has not required a “fitness for duty” certificate to be provided.
- B. Conditions
1. Seniority shall accrue during FMLA leaves, credit shall be given during FMLA leaves for accruals for other leaves and credit will be earned during FMLA leaves toward salary increment, as applicable.
 2. For purposes of determining whether an eligible employee under the FMLA has exhausted the twelve weeks of leave “in any twelve month period,” a year shall be determined using the rolling look-back method in accordance with the FMLA regulations.
 3. FMLA leave shall run concurrently with other leave to which an employee may be entitled.
 4. An employee will be denied intermittent leave on a reduced leave schedule to care for an immediate family member (spouse, child, parent) with a serious health condition or if the employee has a serious health condition, if:
 - a) The employee fails to establish, through medical certification, that there is a medical need for such a leave (as distinguished from voluntary treatments and procedures)
 - b) The employee has failed to establish, through medical certification, that it is medically necessary for the leave to be taken intermittently on a reduced leave schedule
 5. Eligibility for FMLA leave shall be based entirely on the eligibility criteria established by the Family and Medical Leave Act. This policy shall not be construed to expand eligibility for a FMLA leave beyond what is required by the Act.
 6. A husband and wife employed by the school district are limited to a combined total of twelve (12) weeks leave for the birth, adoption and/or foster child placement of a child.
 7. This policy was adopted, in part, because of the enactment of the Family and Medical Leave Act and the promulgation of applicable regulations. Should that Act or regulations be repealed or declared invalid by the Third Circuit Court of Appeals, in whole or in part, the FMLA portions of this policy shall become wholly void and new policy provisions will be adopted if and as necessary to comply with law.

VIII. Child Bearing/Child Rearing Leave for Non-Represented Staff

- A. A non-represented employee who desires time off for child bearing/child rearing shall be entitled to take an unpaid leave of absence for a maximum of one calendar year, subject to the terms, conditions and limitations of this policy.
- B. Eligibility. In order to be eligible for an unpaid leave under this section of this policy, the employee must:
 - 1. be a permanent employee
 - 2. be assigned to regularly work twenty (20) or more hours per week, exclusive of extra or overtime assignments.
- C. Additional Terms and Conditions
 - 1. Child rearing leave must commence within six (6) weeks of the birth or adoption of a child.
 - 2. Fringe benefits during the period of the leave, except for health care benefits as are required to be provided pursuant to the FMLA, shall be available to the employee at the employee's expense.
 - 3. The employee shall not receive credit for salary increment for the time on child bearing/child rearing leave.
 - 4. Coordination with FMLA. Notwithstanding anything herein to the contrary, nothing in this policy shall be construed to deny any employee any right he/she has to take a FMLA leave for the birth or adoption of a child. Moreover, if any employee takes an unpaid child bearing/child rearing leave under these provisions of this policy, the School District shall designate the time off as FMLA time in the event that the employee is eligible for FMLA leave and the leave qualifies as FMLA leave.
 - 5. Application for Child Bearing/Child Rearing
 - a) An employee who desires such leave must submit a written request to his/her immediate supervisor.
 - b) The supervisor shall process and forward the request to the Director of Human Resources for School Board action.
 - 6. Return from Child Bearing/Child Rearing Leave
 - a) The employee shall return to his/her previous position or to an equivalent position for which he/she is qualified.
 - b) Previously accrued vacation and/or sick leave shall be restored to the employee.
 - c) The salary of the employee shall be calculated to include only previous District experience.

IX. Other Unpaid Leaves of Absence

- A. An eligible employee who is prevented by reasons other than health reasons from performing his/her position may be granted an unpaid leave of absence subject to the terms, conditions and limitations of this policy.
- B. Eligibility Criteria. An employee of the school district must satisfy each of the following criteria in order for the Board to consider, on a case by case basis, an unpaid leave:
 - 1. Minimum of five (5) consecutive years of service to the school district
 - 2. Satisfactory work record
 - 3. Better than average attendance recordEmployees meeting this criteria may request in writing consideration for other unpaid leaves of absence:
- C. Such leaves when approved shall be for a maximum of twelve (12) months.
- D. The School Board's decision whether to approve such leaves shall be final.
- E. Fringe benefits during the period of the unpaid leave shall be available to the employee at the employee's expense.
- F. Additional Terms and Conditions Applicable to Unpaid Leave
 - 1. While on approved unpaid leave of absence, the employee shall:
 - a) Accrue seniority
 - b) Be recognized for salary purposes as follows:
 - 1) If the employee works 70% of the work year, the employee shall advance one (1) full step on the salary schedule.
 - 2) If the employee works 40% of the work year, the employee shall advance one-half (1/2) step on the salary schedule.
 - 3) If the employee works less than 40% of the work year, the employee shall not advance on the salary schedule.
 - c) Be prohibited from working for any remuneration outside of the District. A violation of this provision shall result in:
 - 1) Immediate termination of leave
 - 2) The employee's obligation to reimburse the school district for any premiums or costs paid to continue any insurance for the employee during the period of leave.
 - 3) Appropriate disciplinary action, which may include discharge.

2. Effect of Exhaustion of Unpaid Leave. If any employee who has exhausted all rights to any leave of absence under law, collective bargaining agreement, administrative compensation plan or this policy, fails or refuses to return to work at the conclusion of the leave of absence, said employee shall:
 - a) Be subject to dismissal in accordance with law
 - b) Reimburse the school district for all premiums and costs of providing insurance coverage during the unpaid leave of absence