

# **Family Leave**

## **Guide**

### **for New Parents**

Created for you by SEA, in collaboration with  
the SAU 21 Human Resources Office.

Reviewed by SEA 1/09

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## **Letter from the Committee**

Dear Colleagues,

A new child, congratulations, what wonderful news! This is such an exciting time, and one of great change. During this time, you will be facing many big decisions. Navigating the protocol at work should not be a stressor. Our goal, as a committee, was to create a guide that would assist in streamlining the process for taking leave and/or borrowing time from the sick bank. Along with the SEA collective bargaining agreement, the Family Medical Leave Act (FMLA) has guidelines which clarify your leave. It is important to know that you do have options so that you are able to plan accordingly.

Please read this guide carefully. You will most certainly have questions. Some will be answered as you read further, but write them down as you go, and feel free to contact any one of us directly for accurate answers and assistance. Every situation has varied circumstances, so questions are expected and welcome. We are pleased to have the opportunity to help you through this process, and hope that you find this guide to be helpful and informative.

Best wishes,

The SEA Membership Committee

Committee Chairperson: Pat Antlitz

Committee Members: Cindy Arlington (Centre), Denise Bondi (Seabrook),  
Karin Backstrom-Franzoso (WHS), Chellis Kirkland (WHS), & AJ Pruett (South Hampton)

## **Your Leave Choices**

1. **Maternity Leave (Article 11-3.1):** SEA has an understanding with the SAU 21 School Boards to allow paid sick leave of six weeks (from date of delivery) for a normal delivery, and eight weeks for a caesarean section. You may use accumulated sick time for this leave (Article 9-3). If you do not have enough time accrued then you may also apply for time from the sick leave bank. Please realize that sick leave bank time is subject to availability and you may not receive all of the time that you request. In this case you can go on unpaid status for the remainder of time that you are on Maternity Leave. The article of the contract also allows for Extended Leave of up to two years after the first 12 months of employment. Extended Leave runs concurrent with FMLA and is unpaid leave.
2. **Paternity Leave (Article 11-4):** The contract states (Article 9-2) that “the use of the sick leave entitlement for the purpose of illness in the immediate family shall be limited to the yearly allowance (twelve days) stated in Article 9-1.1 . . . and shall not include utilization of accumulated sick days.” This means that during each school year you may use a sum total of 12 sick days to care for a family member in medical need. In the case of birth, the 12 days must not extend beyond the 6-8 weeks allowed for a mother’s personal recovery, unless the child or mother continues to need medical care. Since the father is not actually in recovery from personal illness, he is not eligible to borrow from the sick bank. The contract allows for Extended Leave of up to two years after the first 12 months of employment (Article 11-4). Extended Leave runs concurrent with FMLA and is unpaid leave.
3. **Adoption (Article 11-5):** The contract allows for Extended Leave of up to two years after the first 12 months of employment (Article 11-5). Extended Leave runs concurrent with FMLA and is unpaid leave. Since the parents are not actually in recovery from personal illness, they are not eligible to use accrued sick leave or borrow from the sick leave bank.

**Note:** Extenuating circumstances are addressed in Article 9-2 of your contract.

## **Things To Consider When Making Your Choice**

- If you are out on family leave during the last 12 weeks of the school year, that leave is covered under FMLA and your insurance will be carried through the summer with the District paying their share.
- Remember, any time you are out on unpaid leave, under FMLA or not, you will be held financially responsible for your portion of your health insurance coverage during that leave. Since you will not be receiving a paycheck during this time, it means that you will have to write a personal check to cover the cost.
- If you choose to take a full school year of leave you may go off of district insurance for that year; a good option if you have access to insurance through a spouse.
- Remember that the sick leave bank has only 90 days per District per year, and the granting of time is based on availability and equity. Due to this, you cannot be completely sure that you will have access to that time for your recovery, so it is important to plan accordingly.
- Please note that taking maternity leave automatically puts you on FMLA. This means that maternity leave and FMLA run concurrently. See pages 9-10 of this guide for details on FMLA.

### **Unpaid Leave and Summer Health Insurance Coverage**

In regards to going on unpaid leave, our contract states (Article XI, 11-3.1) that, “health insurance benefits . . . will be continued at District expense to complete the initial year of leave.” This initial year of leave ends when the yearly contract ends on June 30<sup>th</sup>. This is very important to understand, because it means that if you are on unpaid leave, and are no longer under the 12 week umbrella of FMLA, then you will be responsible for paying the entire cost of your health insurance premium, along with the dental premium, for July and August. Since you are not receiving a paycheck during this time, it means that you will have to write a personal check to cover the cost. If you are on paid maternity leave or FMLA leave on the last day of school, then you will only be responsible for your share of the insurance premiums.

## **Details, Details**

**Nursing:** Upon returning to work, mothers are often interested in pumping milk to bring home for their babies. Although there is currently not a New Hampshire state law requiring employers to provide this time, there is legislation in the works. Regardless of this, your desire to continue providing milk for your child should be treated with respect and fair consideration. If you need help advocating for either time or space, please contact your school nurse or someone on the Membership Committee so that an appropriate solution can be found in a timely manner. You may want to address this issue before your return to work, so that you have a plan in place.

**Flexible Spending Accounts (FSA) – Dependent Care Reimbursement:** Federal Law allows parents to take \$5,000 pre-tax out of their paychecks for childcare. This provides you a significant tax savings; and may be worth enrolling in the program. You can sign up for this through the Human Resources Office. They can answer all questions in regards to this program, and will provide you with the appropriate paperwork. Please be aware that you must enroll annually during the open enrollment by June 30<sup>th</sup> of each year for a July 1<sup>st</sup> effective date. If you miss the open enrollment then you will not be eligible to enroll in the FSA for the upcoming school year.

**Circumstances Along the Way:** Also, as we all know, circumstances can often change. Due dates are not guaranteed delivery dates, types of delivery vary, medical care adjusts to need, personal preferences change along the way - any number of situations can occur. At any point that your situation alters, Human Resources will answer questions and adjust the details of your leave as needed. Please feel free to contact someone on the membership committee previous to contacting Human Resources if you would like guidance with this process.

**Health Insurance for Child:** If you subscribe to your Employer's group health plan, you have 30 days from the date of birth to add your child to your coverage. Please contact the Human Resources office at your earliest convenience.

## **Written Request for Leave**

When writing your request you should:

1. state your anticipated due date
2. state the type of leave (maternity, paternity or adoption)
3. state the length of leave
4. submit it to the Superintendent
5. cc: Building Principal

Human Resources Office

Department Head or Director (if applicable)

On the following page we have provided a few basic sample letters. Please do not feel that you have to give extra information, this is simply a notice that you will be on leave. If you need to add details about extenuating medical circumstances, then that should be reflected in your doctor's note.

## **Sample Letters**

Dear Superintendent \_\_\_\_\_, Date:

### **Maternity Leave FMLA Choice:**

I am writing this letter to notify you that I am due to give birth on \_\_\_\_\_. Post delivery, per my doctor's recommendation, I will be on FMLA medical leave for \_\_\_\_\_ weeks. I have included a note from my doctor stating this recommendation.

### **Paternity FMLA Choice:**

I am writing this letter to notify you that my wife/partner is due to give birth on \_\_\_\_\_. I have included a note from her doctor confirming this information.

- a. I am planning on using \_\_\_\_\_ sick days to care for my family.
- b. I am requesting \_\_\_\_\_ weeks FMLA leave to care for my child.

### **Adoption FMLA Choice:**

I am writing this letter to notify you that I am due to adopt a child on \_\_\_\_\_. For your records, I have included legal documentation confirming this adoption. I am requesting \_\_\_\_\_ weeks FMLA leave to care for my child.

### **Extended Leave of Absence:** (add this detail into any of the above letters)

Per Article XI of our contract, I am choosing to take an Extended Leave of Absence to care for my child for

- a. The completion of this year.
- b. The completion of this year as well as the entire following year.

Sincerely,

Your name  
Your school

cc: Building Principal

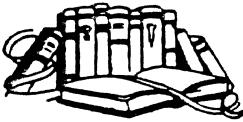
cc: Human Resources Office

cc: Department Head or Director (if applicable)

**Note:** You may also download a request for FMLA form at [www.sau21.org](http://www.sau21.org)

# School Administrative Unit No. 21

TELEPHONE 603-926-8992  
FAX 603-926-5157



HAMPTON  
HAMPTON FALLS  
NORTH HAMPTON  
SEABROOK  
SOUTH HAMPTON  
WINNACUNNET COOPERATIVE

2 ALUMNI DRIVE  
HAMPTON, NEW HAMPSHIRE 03842

Dear,

Congratulations and thank you for advising this office that you will be going out on maternity leave .....

For the record, by mutual agreement with SEA, the current policy allows for use of up to six (6) weeks accumulated, earned available sick leave immediately following the birth of your child or eight (8) weeks if so ordered by your Doctor. (Maternity leave is covered under the FMLA, which is up to twelve (12) weeks leave, and runs concurrent with maternity leave offered under the collective bargaining agreement.) Upon completion of available, earned paid leave, unpaid maternity leave will begin and pay will cease if you intend to remain out on maternity leave/FMLA. Please review Article XI for more information on maternity leave and benefits while on leave.

In addition, I ask that you provide us with the following information to insure that your personnel and payroll records are kept accurate:

1. Doctor's letter advising of your anticipated delivery date and how long you can work prior to delivery.
2. Doctor's letter advising when you may return to work after delivery, if that is your intent.
3. Please notify the Human Resources Office, as soon as possible, the actual date of birth so your leave may be tracked accordingly.
4. If you are enrolled in your District's group health plan, remember to adjust your coverage. You have 30 days from the date of birth to add the baby so you should do this as soon as possible.
5. Please review Article 11-3.1 of the SEA/SAU 21 Agreement for detailed information on maternity leave and the continuation of benefits.

You may have already provided us with some of the above information and if so, thank you.

If you have any questions or concerns, please feel free to call the Human Resources Office at SAU # 21. Take care!

Best Regards,

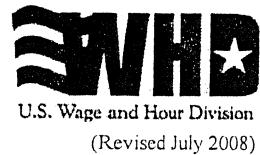
Paula K. Cushman  
Human Resources Manager

cc: Gina McLaughlin

# Family Medical Leave Act (FMLA)

**\*NOTE:** The following information on FMLA has been cut and pasted to include the areas that relate to maternity leave. Please look up the entire document for more in depth information.

**U.S. Department of Labor**  
Employment Standards Administration  
Wage and Hour Division



## **Fact Sheet #28: The Family and Medical Leave Act of 1993**



### THE FAMILY AND MEDICAL LEAVE ACT OF 1993

The U.S. Department of Labor's Employment Standards Administration, Wage and Hour Division, administers and enforces the Family and Medical Leave Act (FMLA) for all private, state and local government employees, and some federal employees. Most Federal and certain congressional employees are also covered by the law and are subject to the jurisdiction of the U.S. Office of Personnel Management or the Congress.

FMLA became effective on August 5, 1993, for most employers. If a collective bargaining agreement (CBA) was in effect on that date, FMLA became effective on the expiration date of the CBA or February 5, 1994, whichever was earlier. FMLA entitles eligible employees to take up to 12 weeks of unpaid, job-protected leave in a 12-month period for specified family and medical reasons. The employer may elect to use the calendar year, a fixed 12-month leave or fiscal year, or a 12-month period prior to or after the commencement of leave as the 12-month period.

The law contains provisions on employer coverage; employee eligibility for the law's benefits; entitlement to leave, maintenance of health benefits during leave, and job restoration after leave; notice and certification of the need for FMLA leave; and, protection for employees who request or take FMLA leave. The law also requires employers to keep certain records.

### **EMPLOYER COVERAGE**

FMLA applies to all:

- public agencies, including state, local and federal employers, local education agencies (schools), and
- private-sector employers who employed 50 or more employees in 20 or more workweeks in the current or preceding calendar year **and** who and engaged in commerce or in any industry or activity affecting commerce — including joint employers and successors of covered employers.

### **EMPLOYEE ELIGIBILITY**

To be eligible for FMLA benefits, an employee **must**:

1. work for a covered employer;
2. have worked for the employer for a total of 12 months\*;
3. have worked at least 1,250 hours over the previous 12 months\*; and
4. work at a location in the United States or in any territory or possession of the United States where at least 50 employees are employed by the employer within 75 miles.

## LEAVE ENTITLEMENT

A covered employer must grant an eligible employee up to a total of 12 workweeks of **unpaid** leave during any 12-month period for one or more of the following reasons:

- for the birth and care of the newborn child of the employee;
- for placement with the employee of a son or daughter for adoption or foster care;
- to care for an immediate family member (spouse, child, or parent) with a serious health condition; **or**
- to take medical leave when the employee is unable to work because of a serious health condition.

Spouses employed by the same employer are jointly entitled to a **combined** total of 12 work-weeks of family leave for the birth and care of the newborn child, for placement of a child for adoption or foster care, and to care for a parent who has a serious health condition.

Leave for birth and care, or placement for adoption or foster care must conclude within 12 months of the birth or placement.

Under some circumstances, employees may take FMLA leave intermittently — which means taking leave in blocks of time, or by reducing their normal weekly or daily work schedule.

- If FMLA leave is for birth and care or placement for adoption or foster care, use of intermittent leave is subject to the employer's approval.
- FMLA leave may be taken intermittently whenever **medically necessary** to care for a seriously ill family member, or because the employee is seriously ill and unable to work.

Also, subject to certain conditions, employees **or** employers may choose to use accrued **paid** leave (such as sick or vacation leave) to cover some or all of the FMLA leave.

The employer is responsible for designating if an employee's use of paid leave counts as FMLA leave, based on information from the employee.

## MAINTENANCE OF HEALTH BENEFITS

A covered employer is required to maintain group health insurance coverage for an employee on FMLA leave whenever such insurance was provided before the leave was taken and on the same terms as if the employee had continued to work. If applicable, arrangements will need to be made for employees to pay their share of health insurance premiums while on leave.

In some instances, the employer may recover premiums it paid to maintain health coverage for an employee who fails to return to work from FMLA leave.

**The following is a copy Articles IX, X, and XI of your contract, all of which contain information that applies to the topic of maternity leave.**

## **ARTICLE IX**

### **SICK LEAVE**

9-1.1 Each Teacher shall be granted leave for personal illness or illness in the immediate family (as defined in 10-4.) The maximum number of days to be granted per year is as follows: 12 DAYS

9-1.2 Teachers not completing their contract shall have their sick leave entitlement prorated as listed below. If they have exceeded the amount of sick leave to which they were entitled, they agree to reimburse the Board to the extent they have exceeded said leave. Reimbursement shall be prorated on the basis of 1/188.

1.2 days/month of service or part thereof

9-1.3 Sick leave shall be accumulative from year to year up to the following number of days. No grandfathered days are allowed for accumulation of over 130 days as of June 30, 1998.

Maximum accumulated days to be carried forward:

120 Days

9-1.4 Teachers shall be given annually a written account of their accumulated sick/personal leave with the first paycheck of the school year.

9-2 Utilization of the sick leave entitlement for the purpose of illness in the immediate family shall be limited to the yearly allowance stated in Article 9-1.1 and shall not include utilization of accumulated sick days. Enlargement of the foregoing provision may be made in extenuating circumstances upon the recommendation of the Superintendent and approval of the Board.

9-3 A sick leave bank was established effective July 1, 1978 in each District of School Administrative Unit #21. Each Teacher in the District may donate up to three (3) days of accumulated sick leave each year in June (new Teachers in September). Each District's bank shall be allowed to accumulate up to a maximum of ninety (90) days. Any Teacher within the District may borrow up to a maximum total of thirty (30) days a year from the sick bank on the following basis: (1) his/her accumulated leave has been used up and (2) he/she has been involved in a major operation or a serious and prolonged illness and (3) the days borrowed would be paid back by the borrowing

Teacher at a rate of not less than three (3) per year, with the exception that contributed days by the borrowing Teacher would be subtracted from days borrowed. Applications for use of the sick leave bank shall be made to an Association-designated committee of Teachers in each District for disposition and then submitted to the building Principal. The School Administrative Unit No.21 office will administer approved applications for sick leave. For teachers who take maternity leave, sick bank leave will be available in accordance with this section only for those periods of time that the teacher is disabled.

- 9-4 Any Teacher who has not used all of his/her entitled sick leave when transferring to a different position within School Administrative Unit No. 21 will be granted one-half (1/2) to all of said accumulated sick leave by the employing Board.
- 9-5 If an employee uses sick days on five or more consecutive work days, the Superintendent or his/her designee may require the employee to provide a physician's note justifying use of sick leave.

## ARTICLE X

### TEMPORARY LEAVES OF ABSENCE

- 10-1 Teachers shall be entitled to non-cumulative leaves of absence with full pay each school year. Personal leave days of up to three (3) full days or six (6) half days per Teacher in any contract year shall be allowed for legal, personal, and business affairs provided that the leave will be taken for purposes which could not be reasonably accomplished on other than a school day. Approval of the Superintendent and the recommendation of the Principal shall be required and shall not be unreasonably withheld. Said leave shall not be used to extend holidays or vacations except by special action of the Board. Personal leave may not be taken for recreation.
- 10-2 Leaves taken pursuant to this section shall be in addition to any sick leave to which a Teacher is entitled.
- 10-3 Request for such leave shall be in writing adequately in advance of the day requested except in emergencies. Said request shall state that it is taken under the appropriate contract reference.
- 10-4 Three (3) days shall be given in the event of death in the immediate family. "Immediate family" shall mean husband, wife, domestic partner living in the home of the Employee, son, daughter, mother, father, sibling, mother-in-law, father-in-law, grandmother, grandfather or any other relative living in the home of the Employee or for whom the Employee provides support. Upon prior notice to the Principal, an additional two (2) days of funeral leave shall be granted due to circumstances at the time of death in the immediate family.
- 10-5 If a Teacher is requested by the Superintendent to attend a function on behalf of the Board, such time shall not be charged to the Teacher's personal time.
- 10-6 The Superintendent may make recommendations for the extension of any of the above leaves and, upon approval of the Board, grant such extension.

10-7 Up to a total of fifteen (15) days per year will be granted to representatives of the Association to attend conferences and conventions of the N.E.A.-N.H. These temporary leaves of absence days will be granted only for those meetings, which are held for educational purposes, such as methods of teaching students, or issues relating to the field of education.

10-8 Leaves for school visitations and attendance at professional meetings, conferences, and conventions may be granted upon approval of the Superintendent upon recommendation of the Principal and shall be in addition to the above personal leave.

10-9 Temporary active duty days of up to two (2) weeks for Teachers called into temporary active duty by any unit of the United States Reserves or the State National Guard shall be given, provided such obligations cannot be fulfilled on days when school is not in session. If military pay is less than the Teacher's regular pay, he/she will be paid the difference up to 100% of his/her regular pay.

10-10 The grievant and up to two (2) Association representatives shall be excused without loss of pay to participate in grievances, arbitration, and hearings so long as those meetings and hearings have been mutually scheduled by the parties during the school hours. Any Teachers directly involved in negotiations shall be excused without loss of pay to participate in any negotiations mutually scheduled during regular school hours.

## ARTICLE XI

### EXTENDED LEAVES OF ABSENCE

11-1 A leave of absence without pay or any other benefits, of up to two (2) years shall be granted to any Continuing Contract Teacher who joins the Peace Corps, VISTA, or National Teacher Corps. Upon return from such leave a Teacher who, while on leave, served in a teaching capacity shall be considered as if he/she was actively employed by the Board during the leave and shall be placed on the salary schedule at the level which he/she would have achieved had he/she remained actively employed in the system during the period of his/her absence.

11-2 Military leave without pay shall be granted to any Teacher who is inducted or enlists in any branch of the armed forces of the United States for the period of said induction or initial enlistment.

11-3 Maternity leave will be handled in the following manner:

11-3.1 Maternity leave of up to two (2) school years is an earned benefit available after the first twelve (12) months of continuous service in the District. Said maternity leave will be granted without pay or other benefits, except for health insurance benefits which will be continued at District expense to complete the initial year of leave and which may after that be continued at the Employee's expense. Notification of said leave should indicate the date on which the Employee expects to begin her leave and the date on which she expects to return to her position. Except in cases of emergency, the Teacher shall notify the Superintendent of her request for a maternity leave of absence at least

sixty (60) days prior to the date on which the leave is to begin. A Teacher who is pregnant may continue in active employment until as late into her pregnancy as she desires provided in the judgment of the Principal she is able to perform all her normal and regular duties and, if requested, with the written approval of her attending physician. The Principal's judgment in the preceding sentence would be subject to grievance by the Teacher if she does not concur.

Prior to going on maternity leave of absence, a Teacher while actively employed shall be entitled to receive available sick leave. Once the Employee actually goes on maternity leave of absence, she is not entitled to any pay or sick leave or other benefits except she may continue health insurance, as described above, and life insurance at her own expense. Life insurance as a benefit may be continued during maternity leave at the employee's expense if the group life policy provides for this benefit.

- 11-3.2 No Teacher on maternity leave shall, on the basis of said leave, be denied the opportunity to substitute in the District in the area of her certification or competence.
- 11-3.3 If the pregnancy is terminated before full term and birth of the child, the Teacher may apply for termination of leave to return to work in accordance with Article XI, 11-12. Termination of the leave and return to work will be granted upon the recommendation of the Superintendent, and if requested, with the written approval of her physician.
- 11-4 Paternity leave of up to two (2) school years is an earned benefit available after the first twelve (12) months of continuous service in the District. Said paternity leave will be granted without pay or benefits, except for health insurance benefits which will be continued at District expense to complete the initial year of leave and which may after that be continued at the Employee's expense. Notification of said leave should indicate the date on which the Employee expects to begin his leave and the date on which he expects to return to his position. Except in cases of emergency, the Teacher shall notify the Superintendent of his request for a paternity leave of absence at least sixty (60) days prior to the date on which the leave is to begin. No Teacher on paternity leave shall, on the basis of said leave, be denied the opportunity to substitute in the District in the area of his certification or competence.
- 11-5 Any Teacher adopting an infant shall be granted a leave of absence up to a period of two (2) years without pay. Said adoption leave is an earned benefit available after the first twelve (12) months of continuous service in the District, and shall commence upon receiving *de facto* custody of said infant, or earlier if necessary to fulfill the requirements for the adoption.
- 11-6 A leave of absence, without pay or any other benefits, of up to one (1) year may be granted to any Continuing Contract Teacher for the purposes of caring for a sick member of the Teacher's immediate family. Additional leave may be granted upon recommendation of the Superintendent and approval of the Board. Said leave, if granted, shall be in writing.
- 11-7 Other requests for leaves of absence for special reasons may be granted by the Board upon the recommendation of the Superintendent .

- 11-8 Employees on approved leaves of absence covered under Sections 11-1 through 11-7 may continue hospital, medical insurance and life insurance at their own expense provided the insurance carriers are willing to accept such coverage and further provided that there are no additional costs to the District as a result of such coverages.
- 11-9 All benefits to which a Teacher was entitled at the time of his/her leave of absence commenced, including unused accumulated sick leave, shall be restored to him/her upon his/her return. Whenever possible, taking into account the best interests of the District, a Teacher returning from leave will be reassigned to the position (grade level, subject area) he/she held when the leave began. Otherwise he/she shall be assigned within the scope of his/her certification.
- 11-10 Employees on approved leaves of absence covered under Sections 11-2 through 11-6 shall not receive increment credit for time spent on a leave.
- 11-11 All extensions, renewals or modifications of leaves shall be applied for in writing, and, if granted, be in writing. The Board upon the recommendation of the Superintendent shall act upon such extensions or renewals.
- 11-12 Upon thirty (30) days of written notice to the Superintendent, any Employee will receive early termination of any leave providing a vacancy exists.