

Non-Union Employee Benefits Policy

Woonsocket Education Department

Adopted __, 2015

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Non-Union Employee Benefits

Woonsocket Education Department

This Benefits Policy describes the terms and conditions of employment for certain Non-Union Employees of the Woonsocket Education Department (“Department”), including Administrators as defined under R.I. Gen. Laws § 16-12.1-2 (“Employees”). It shall operate as an Employee Handbook, and as such, is not a contract, although individual employment contracts with Non-Union Employees may from time to time make reference to and incorporate provisions of this Benefits Policy. The Benefits Policy is subject to change by the Woonsocket School Committee, and shall supersede any past practice with respect to the determination and administration of Employee benefits for Employees of the Department. Unless specifically provided herein, no term of any collective bargaining agreement shall be applicable to the terms and conditions of employment for Non-Union Employees of the Department.

I. Health Insurance (Medical and Dental)

A. *Certified Administrative Positions*

1). During the course of employment, the Department shall provide to the following administrative positions which are required by the RI Department of Elementary and Secondary Education to be certified (in accordance with chapter 11, 11.1 and 11.4 of the Rhode Island General Laws and the Regulations Governing the Certification of Educators in Rhode Island) hereafter Employees certified as teachers, school administrators, Central office Administrators, with single or family medical insurance coverage, as appropriate, in accordance with the City-wide medical insurance plan, as described in the Woonsocket Teachers’ Guild Contract, Local #951, Article 8, Section 2, and section 4.09 (medical coverage after all sick days have been exhausted) , as it may be amended from time to time. Each Employee shall pay 20% of the premium cost or working rate for medical insurance coverage and 20% of the premium cost or working rate for dental insurance coverage.

Administrator Secondary Alternative Program WHS
Assistant Director of Special Education
Assistant Principal WHS (12 months)
Assistant Principal WHS/WACTC (10 months)
Assistant Principal WMS (12 months)
Assistant Principal WMS (10 months)
Assistant Superintendent
Coordinator, Supervisor of Student Services Secondary
Director of Administration and Finance
Director of Grants, Professional Development and Assessment
Director of Special Education
Principals
Superintendent

2) The Department shall provide medical benefits to Employees who retire from the positions described above in accordance with the City-wide medical insurance plan, subject to the terms and conditions, including but not limited to the eligibility terms, as set forth in the Woonsocket Teachers' Guild Contract, Local #951, Appendix E Retirement Incentive, as it may be amended from time to time.

3). An Employee or Retiree who is entitled to health insurance through the Department may waive the insurance by submitting a signed written statement to the Department. An Employee or Retiree who waives the insurance may re-enroll thereafter by signed written statement: if the Employee or Retiree experiences a Qualifying Event as defined by the insurance provider, the effective date of enrollment shall be the first (1st) day of the first (1st) calendar month following the Qualifying Event; if the Employee or Retiree does not experience a Qualifying Event as defined by the insurance provider, the effective date shall be the first (1st) day of the first (1st) calendar month following the close of the Department's next open enrollment period, which shall take place annually. Open enrollment is July 1st for all of the above positions with the exception of the 10 month Assistant Principals at the WHS/WACTC and WMS which is September 1st.

B. *Non-Certified Administrators and Administrative Support Staff*

1). During the course of employment, the Department shall provide the following non-certified administrative and administrative support staff positions which are not required by the RI Department of Elementary and Secondary Education to be certified teachers, school administrators, or Central Office Administrators, with single or family medical insurance coverage, as appropriate, in accordance with the City-wide medical insurance plan, as described in the RI Council 94, AFSCME, AFL-CIO, Woonsocket Local 1137 Collective Bargaining Agreement, Article 20-Medical Insurance, as it may be amended from time to time. Each Employee shall pay 20% of the premium cost or working rate for medical insurance coverage and 15% of the premium cost or working rate for dental insurance coverage.

- Automation Specialist
- Chief Technology Officer
- Computer Repair Technician
- Controller
- Director of Facilities and Transportation
- Director of Human Resources
- ESL Proficiency Assessor
- Even Start Coordinator
- Human Resources Coordinator
- Instructional Technology Specialist (Elementary)
- Instructional Technology Specialist (Middle School)
- Medicaid Specialist
- Secretary to the Assistant Superintendent
- Secretary to the Superintendent
- Telecommunications Integrator (10 months)

2). The Department shall provide medical benefits to Employees who retire from the positions described above in accordance with the City-wide medical insurance plan, subject to the terms and conditions, including but not limited to the eligibility terms as set forth in and described in the RI Council 94, AFSCME, AFL-CIO, Woonsocket Local 1137 Contract, Retirement Benefits in Article 27.3, 27.3.1 and 27.4, as it may be amended from time to time

3). An Employee or Retiree who is entitled to health insurance through the Department may waive the insurance by submitting a signed written statement to the Department. An Employee or Retiree who waives the insurance may re-enroll thereafter by signed written statement: if the Employee or Retiree experiences a Qualifying Event as defined by the insurance provider, the effective date of enrollment shall be the first (1st) day of the first (1st) calendar month following the Qualifying Event; if the Employee or Retiree does not experience a Qualifying Event as defined by the insurance provider, the effective date shall be the first (1st) day of the first (1st) calendar month following the close of the Department's next open enrollment period, which shall take place annually. Open enrollment is July 1st for all of the above positions with the exception of the 10 month Telecommunications Integrator which is September 1st.

C. Direct Payment of Health Insurance Contributions

- 1) If an Employee is on a leave of absence without pay, or if an Employee's pay during a pay period doesn't cover the full amount of withholdings due, the Employee must make direct payment of his or her health insurance contributions to the Department.
- 2) All direct payments of health insurance contributions, including those payable by Retirees and/or by Employees as described in sections above, shall be due to the Department in advance, prior to the first (1st) day of each month (the "Due Date").
- 3) Employees and Retirees shall at all times be obligated to promptly notify the Department of any change in mailing address. In the event that any Employee or Retiree fails to make timely payment of any health insurance contribution, the Department shall, within one calendar month after the Due Date, send written notice to the Employee or Retiree at the last mailing address on file with the Department, demanding payment of the amount past due ("First Notice"). After the First Notice is sent by the Department, if the Employee or Retiree should fail to make payment within two calendar months after the Due Date, in addition to payment for all subsequent installments which have come due in the interim, the Department shall send a second written notice to the Employee or Retiree stating that the Employee's or Retiree's insurance coverage shall be terminated, effective on the date that is the 1st day of the third calendar month after the Due Date ("Second Notice"). The Employee's or Retiree's insurance coverage shall thereafter be terminated by the Department as provided in the Second Notice unless the Employee or Retiree tenders full payment to the Department prior to the date of termination for all of the following installments:
 - a. the first installment which was the subject of the First Notice;
 - b. all subsequent installments which came due during the notice period; and
 - c. the next applicable monthly installment, to be paid in advance as required under subsection 2 above.

- 4) In the event that an Employee's or Retiree's insurance coverage is terminated in accordance with subsection 3 above, the Employee or Retiree shall thereafter and forever be deemed ineligible for medical or dental insurance coverage, as applicable, through the Department unless the Employee or Retiree tenders full payment to the Department, as described in subsection 3(a), (b) and (c) above. The effective date of the reinstatement of coverage shall be determined as follows:
- a. If the Employee or Retiree experiences a Qualifying Event as defined by the insurance provider, the effective date shall be the first (1st) day of the first (1st) calendar month following the Qualifying Event; or
 - b. If the Employee or Retiree does not experience a Qualifying Event as defined by the insurance provider, the effective date shall be the first (1st) day of the first (1st) calendar month following the close of the Department's next open enrollment period, which shall take place annually.
- 5) The attached Appendix B illustrates the process set forth in subsections 3 and 4 above, and should be used as a guide in implementing those provisions.

II. Life Insurance

Employees shall be provided with a group term life insurance policy having a face value of ten thousand dollars (\$10,000) at no cost to the Employee. Upon retirement, the purchase by Retiree of life insurance is governed by RI Gen. Laws §16-16-42 and R.I. Gen. Laws §45-21-57, as applicable, and as may be amended from time to time.

III. Vacation Leave

Employees shall accrue the annual allotted vacation benefit as designated below on a monthly basis, commencing with the Employee's first day of employment and ending on June 30th of each fiscal year; prorated accordingly and rounded up or down to the nearest one-half day. Employees shall discharge their vacation benefit in one-half day increments. They must use the entirety of the vacation benefit during the year in which it is accrued, meaning that they cannot "carry over" and unused benefit from year to year. No exceptions to this provision shall be allowed by the Superintendent or otherwise. *Grandfathering references in this document do not apply to vacation leave carryovers.

Employees shall not accrue any vacation benefit while on any leave without pay, for whatever reason, or while on leave for a work-related injury.

Employees may discharge the entirety of their annual, current fiscal year only allocation of vacation benefit in advance of monthly accrual, provided that if: (1) the Employee takes an unpaid leave, for whatever reason, he or she shall be responsible to make repayment to the Department of any vacation benefit that he or she has taken prior to but not accrued as of the commencement of his or her unpaid leave: and (2) if the Employee's employment is terminated, for whatever reason, he or she

shall be responsible to make repayment to the Department of any vacation benefit taken but not accrued as of the date of termination. Repayment in either case may be made by payroll deduction, in accordance with R.I. Gen. Laws § 28-14-24, or through other means. No payment will be made to Employees for vacation not accrued at time of termination/resignation.

The timing and scheduling of such vacation is subject to the approval of the Superintendent or his or her designee, which approval shall be required in advance whenever feasible. School level administrators and school level administrative support staff cannot take vacation leave when school is in session.

It is the responsibility of each Employee to be certain that the use of paid absences from work including but not limited to vacation, personal, sick, family sick, bereavement, jury duty, and military leave are reported accurately and timely for deduction from their accrued leave balance. Reporting must be in compliance with a process established by the Superintendent.

Employees shall accrue vacation leave in accordance with the following schedules:

A. Administrators

- 1) The following positions that require certification by the RI Department of Elementary and Secondary Education as educators (teachers or school/central office administration), Administrators Certified as Educators, Coordinators Certified as Educators, and Assistant Principal with the exception of specific Employees who currently hold these positions and are identified as “Grandfathered Employees” in Appendix A-1:

- Assistant Superintendent
- Director of Special Education
- Assistant Director of Special Education
- Administrator Secondary Alternative Program WHS
- Coordinator, Supervisor of Student Services Secondary
- Director of Grants, Professional Development and Assessment
- Assistant Principal WHS (12 months)
- Assistant Principal WMS (12 months)

shall accrue:

- a. 25 vacation days per year during employment with the Woonsocket Education Department.
 - b. Employees with 10-month positions shall not be eligible to accrue vacation leave.
 - c. Ten month Assistant Principals are required to work school year (180 days) and 10 days prior to and 10 days after the school year ends.
- 2) The following Administrative positions not requiring certification and the Director of Finance who requires certification but not as an educator with the exception of specific Employees who currently hold these positions and are identified as “Grandfathered Employees” in Appendix A-1:

Director of Finance and Administration
Chief Technology Officer
Director of Facilities and Transportation
Director of Human Resources
Controller

shall accrue:

- a. 20 vacation days per year for the first 5 years of employment in the Woonsocket Education Department; or
 - b. 25 vacation days per year after 5 years of employment in the Woonsocket Education Department.
 - c. Employees with 10-month positions shall not be eligible to accrue vacation leave.
- 3) Principals who require certification by the RI Department of Elementary and Secondary Education as Educators shall accrue:
- a. 25 vacation days per year for the first 5 years of employment in the Woonsocket Education Department; or
 - b. 30 vacation days per year after 5 years of employment in the Woonsocket Education Department.
 - c. Employees with 10-month positions shall not be eligible to accrue vacation leave.

B) *Non-Certified Administrative Support Staff*

- 1) Non-Certified positions or their equivalents shall include but not be limited to the following with the exception of specific Employees identified as “Grandfathered Employees” in Appendix A-1:

Automation Specialist
Computer Repair Technician
Secretary to the Superintendent
Secretary to the Assistant Superintendent
ESL Proficiency Assessor
Even Start Coordinator
Human Resources Coordinator
Instructional Technology Specialist (Elementary)
Instructional Technology Specialist (Middle School)
Medicaid Specialist

shall accrue:

- a. 10 vacation days per year for the first 10 years of employment in the Woonsocket Education Department; or
- b. 15 vacation days per year after 10 years of employment in the Woonsocket Education Department; or
- c. 20 vacation days per year after 15 years of employment in the Woonsocket Education Department.

- d. Employees with 10-month positions shall not be eligible to accrue vacation leave.
- e. Ten month Telecommunications Integrator is required to work school year (180 days) and 10 days prior to the start of the school year and 10 days after the school year ends

IV. Personal Leave

- A. Each Employee shall be entitled to two (2) days of leave with pay for personal business and/or religious observance in every year beginning on July 1st. Personal leave shall be discharged in half-day increments. Employees shall not be required to state the reason for personal leave but they must obtain prior approval from the Superintendent or his or her designee. Paid Personal Day Leave shall not be unreasonably withheld. Personal leave shall not be carried over from one year to the next, an Employee shall not be compensated for unexpended personal leave upon termination/resignation of employment for any reason. Employees who currently have carryover personal days on record in the payroll department will be identified in Appendix A-2 and will be required to use those days by December 31, 2015. Employees shall have their personal days pro-rated on the basis of one-half day for each three (3) months or part thereof of service during the year, as follows:
 - 1) Employees hired between July 1 – September 30 shall receive two (2) personal days in the first year of employment;
 - 2) Employees hired between October 1 – December 31 shall receive one and one-half (1.5) personal days in the first year of employment;
 - 3) Employees hired between January 1 – March 31 shall receive one (1) personal day in the first year of employment; and
 - 4) Employees hired between April 1 – June 30 shall receive one-half (0.5) personal day in the first year of employment.
- B. It is the responsibility of each Employee to be certain that the use of paid absences from work including but not limited to vacation, personal, sick, family sick, bereavement, jury duty, and military leave are reported accurately and timely for deduction from their accrued leave balance. Reporting must be in compliance with a process established by the Superintendent.

V. Sick Leave

Employees shall accrue 15 days of sick leave per fiscal year, on a monthly basis; Sick leave shall be discharged in half-day increments (no grandfathering shall apply to this mandate to discharge in half-day increments).

Employees shall not accrue any sick leave while on any leave without pay, for whatever reason, or while on leave for a work-related injury. Upon return from unpaid leave status or work related injury sick leave shall be prorated to the portion of days worked and/or paid (using earned/accrued leave) during the year.

Employees may discharge the entirety of their annual allocation of sick leave in advance of accrual, provided that if: (1) the Employee takes an unpaid leave, for whatever reason, he or she shall be responsible to make repayment to the Department of any sick leave that he or she has taken prior to but not accrued as of the commencement of his or her unpaid leave; and (2) if the Employee's employment is terminated, for whatever reason, he or she shall be responsible to make repayment to the Department of any sick leave taken but not accrued as of the of the date of termination. Such repayment in either instance may be made by payroll deduction, in accordance with R.I. Gen Laws § 28-14-24 or through other means.

- A. Employees shall accrue a maximum of 175 days of sick leave. The Employee may carry over a maximum of 160 days of sick leave from year to year. At no time shall an Employee's sick leave balance exceed the maximum 175 days. Upon retirement and receipt of pension benefits through the State Retirement System of Rhode Island, the Employee shall be entitled to payment of half of his or her accumulated sick leave days at a rate of \$75 per day, up to a maximum sick leave payout of \$6,562.50. See Appendix A-3 for specific Employees in specific positions who are grandfathered for a different retirement severance related to unused sick leave as identified in the RI Council 94, AFSCME, AFL-CIO Woonsocket Local 1137 Collective Bargaining Agreement Article 13.8 as may be amended from time to time.
- B. Effective immediately, Employees shall not earn additional "Sick Bonus Days" for perfect attendance or for any other reason. Employees who have an accrued balance of Sick Bonus days as of the effective date of this Benefits Policy shall be entitled to maintain those days but no additional Sick Day Bonuses shall be awarded. Sick Bonus Days shall be discharged in half-day increments (no grandfathering shall apply to this mandate to discharge in half day increments). Those individuals who on the date of the adoption of this Non-Union Benefits Policy have Sick Bonus Days are identified in Appendix A-4

Employees who are moving from a union position to a non-union position can retain Sick Bonus Days earned while in their previous position. Once in a position covered by this Non-Union Benefit Policy, however, they shall not earn any additional Sick Bonus Days.

Upon retirement and receipt of pension benefits through the State Retirement System of Rhode Island, the Employee shall be entitled to payment of one half of his or her accumulated "Bonus Sick Leave Days" accumulated as described above at a rate of \$75 per day.

- C. In the event of termination/resignation of employment through any means other than retirement as described above, the Employee's accumulated sick leave and/or Sick Bonus days shall be lost and shall not be subject to payment at any time.
- D. It is the responsibility of each Employee to be certain that the use of paid absences from work

including but not limited to vacation, personal, sick, family sick, bereavement, jury duty, and military leave are reported accurately and timely for deduction from their accrued leave balance. Reporting must be in compliance with a process established by the Superintendent.

- E. Employees absent four (4) work days in succession for reasons of illness must submit, upon request, to the Superintendent or his or her designee a signed statement from a medical doctor certifying that the Employee cannot perform his or her assigned duties/responsibilities. If an employee fails to submit a doctor's statement, as indicated, his/her payment of sick leave shall be discontinued.

VI. Family and Medical Leave

This Benefits Policy incorporates the following laws regarding family and medical leave: the federal Family and Medical Leave Act ("FMLA"), the Rhode Island Parental and Family Medical Leave Act ("RIFMLA"), the Rhode Island Military Family Relief Act ("RIMFRA"), Leaves qualifying under Federal and State Laws will run concurrently.

Leaves of absence are provided when approved by Human Resources in order for Employees to take time out of work for qualifying events.

Eligibility

In order to be eligible for FMLA leave an Employee must:

- have been employed by the Department for at least twelve (12) months; and
- have worked a minimum of one thousand two hundred and fifty (1,250) hours during the previous twelve (12) months.

Rhode Island Employees will also be eligible under RIFMLA if they have worked for at least one thousand five hundred and sixty (1,560) hours during the preceding consecutive twelve (12) month period.

Qualifying Events

FMLA leave is provided for the following reasons:

- Because of the birth of a child or placement for adoption or foster care of a child 18 years old or younger and to care for that child, including children over 18 who are incapable of self-care;
- Because of an Employee's own "serious health condition";
- In order to care for the Employee's spouse, child, or parent due to a "serious health condition" of that family member;

- Because of any “qualifying exigency” arising out of the fact that the Employee’s spouse, son, daughter, or parent is on active duty (or has been notified of an impending call or order to active duty) in the Armed Forces in support of a contingency operation;
- In order to care for a covered service-member who is an Employee’s spouse, son, daughter, parent or next of kin. A covered service-member is a member of the Armed Forces, National Guard or Reserves who is undergoing medical treatment, recuperation, or therapy for a serious injury or illness that was incurred in the line of duty, while on active duty. The illness or injury must render the service-member unfit to perform the duties of his/her office, grade, rank or rating. Service-member FMLA leave also is available to an Employee who is the spouse, son, daughter, parent or next of kin of a veteran who was discharged or released under conditions other than dishonorable at any time during the five-year period prior to the first date the eligible Employee takes FMLA leave to care for the covered veteran, and who is undergoing medical treatment, recuperation, or therapy for a serious injury or illness. The FMLA definitions of “serious injury or illness” for current service-members and veterans are distinct from the FMLA definition of “serious health condition.”

RIFMLA

RIFMLA leave is provided for the same reasons as FMLA leave, except the RIFMLA (1) does not provide leave for placement of foster children; (2) provides leave to care for a parent-in-law due to his or her “serious health condition” and (3) does not provide for “qualifying exigency” or service-member leave.

RIMFRA

RIMFRA leave is provided to spouses and parents of persons called to military service lasting longer than thirty (30) days. This leave can be taken any time the service-member is deployed regardless of exigencies.

“Serious Health Condition”

A "serious health condition" will result in a leave qualification if that condition renders the Employee unable to perform his or her job. In addition, the illness must involve at least one of the following conditions:

- An overnight hospital stay,
- Absence from work for more than three (3) calendar days and continuing treatment by (or under the supervision of) a health care provider,
- Continuing treatment by (or under the supervision of) a health care provider for a chronic or long-term health condition that is either incurable or would likely result, if not treated, in the Employee being incapacitated for more than three (3) calendar days, or

- Any period of incapacity due to pregnancy or for prenatal care, regardless of whether the individual received treatment by a health care provider during the absence or the absence lasts three days or less.

Relatives Covered under the FMLA

"Spouse" means a legal wife or husband, common-law spouse, or same-sex domestic partner (contact Human Resources for definitions and requirements for common-law and same-sex domestic partners).

"Child" means a biological child, a stepchild, a legally adopted child, a foster child (pursuant to an agreement with the state), a legal ward or a child for whom the Employee has the day-to-day responsibility for care and financial support ("*in loco parentis*"). A child must be under the age of 18 unless he or she is incapable of self-care because of a mental or physical disability.

"Parent" means a biological parent, a person who was *in loco parentis* to the Employee when he or she was a child, or a parent-in-law.

Amount of Leave

RIFMLA: Eligible Employees may take up to thirteen (13) consecutive work weeks of unpaid parental leave or family leave in any two (2) calendar years.

FMLA: Eligible Employees may take up to a total of twelve (12) weeks of unpaid leave in any twelve (12) month period. These entitlements are in the aggregate. For example, under FMLA, an Employee would not be able to take twelve (12) weeks of parental leave and additional weeks of leave for a "serious health condition" in the same twelve (12) month period. However, when FMLA leave is to care for an injured or ill service-member, an eligible Employee may take up to twenty-six (26) workweeks of unpaid leave during a single twelve (12) month period to care for the service-member. Leave to care for an injured or ill service-member, when combined with other FMLA-qualifying leave, may not exceed twenty-six (26) weeks in a single twelve (12) month period.

RIMFRA: Eligible Employees may take up to thirty (30) days of unpaid family military leave during the time federal or state orders are in effect.

Measuring & Tracking FMLA: The Department will measure FMLA entitlements on a rolling twelve-month period measured backwards from the date an Employee uses any FMLA leave.

Human Resources will track all eligible and approved leaves of absence. Those leaves of absence that qualify as an FMLA will be counted against the FMLA entitlement.

"Intermittent Leave" and "Reduced Schedule Leave"

FMLA permits Employees to take "intermittent leave" or "reduced schedule leave," under certain circumstances, because of their own or a family member's serious illness, or because of a "qualifying exigency" or to care for an injured or ill service-member.

"Intermittent Leave" involves leave taken in separate blocks of time for the same illness.

"Reduced schedule leave" involves a reduction in daily or weekly hours of work, and would be available only when prescribed by a health care provider.

In order to accommodate the Employee's scheduling needs, the Department's operational needs and to ensure patient care, an Employee who requests intermittent or reduced schedule leave based on a foreseeable treatment schedule may be required to transfer temporarily to an alternative position for which he or she is qualified and which provides equivalent pay and benefits.

Leaves of this type will be counted (pro rata based on the Employee's regular schedule) towards leave entitlements. Intermittent and Reduced Schedule leaves are not available for birth, adoption or foster care. Requests will be considered on a case by case basis and if the Department can accommodate operationally.

Benefits While on Leave

The Department will continue to pay for health insurance (both medical and dental) during any period of FMLA, RIFMLA, or RIMFRA leave provided that the Employee continues to pay his or her required contribution.

When a leave is approved, the Employee will receive instructions on how to make payment of his or her co-share contribution. The Department reserves the right to deduct insurance the co-share from any pay received during, or at the end of a leave. Should the leave or a portion of it be unpaid, co-share payments must be made on the 1st of each month. Failure to make payments according to guidelines may result in discontinuation of insurance.

Use of Sick, Personal and Vacation Leave During Family and Medical Leave

FMLA and RIFMLA Leave

The Employee must use all accrued paid sick, personal and/or vacation leave concurrently with any period of FMLA or RIFMLA leave, unless the Employee is receiving paid disability or workers' compensation benefits. An Employee receiving paid disability or workers' compensation benefits during any period of FMLA or RIFMLA leave may request to be paid accrued leave to make up any difference between the Employee's normal pay and disability or workers' compensation benefits. The Employee must provide documentation of disability or workers' compensation benefits to Human Resources.

RIMFRA Leave

The Employee must use all accrued paid, accrued vacation, sick and personal leave prior to taking any RIMFRA leave.

Reinstatement Rights

Under FMLA, RIFMLA, and RIMFRA Employees are entitled to reinstatement to the same position held prior to the leave, or one that is equivalent in pay, benefits, privileges and other terms and conditions of employment. However, an Employee has no greater right to reinstatement or to other

benefits and conditions of employment than if s/he had been continuously employed during the leave. Additionally there will be no loss of seniority.

Failure to return to work at the end of the leave may result in termination of employment.

Leave Qualification Requirements

Employees must request a leave of absence under these policies for any period of absence that exceeds, or will exceed, three (3) scheduled days of work. The request should be made to Human Resources. The Employee must identify the reasons for the leave and the anticipated duration. He or she will be informed in writing whether the leave has been approved and will receive notification of rights and obligations regarding the leave.

If the need for leave is foreseeable, the Employee must make the request at least thirty (30) days before the leave is to begin, or fourteen (14) days prior notice for the RIMFRA leave of five (5) or more days. If the required notice is not possible, the Employee must make the request as soon as practicable, within one or two work days of the time the need for leave is discovered.

Failure to request a leave in a timely fashion may result in denial or postponement of the leave.

Prior to approval of leave under the RIMFRA, certification from the military is necessary to verify the Employee's eligibility for the leave.

Prior to approval of any leave for the Employee's own serious health condition or for the serious health condition of a family member, the Employee must submit a medical certification form to Human Resources. This form must be legibly completed in its entirety and signed by a health care provider. This certification must be submitted within fifteen (15) days. A delay of more than fifteen (15) days may result in denial or postponement of the leave. The Department reserves the right, at its expense, to require certification from a provider of its own choice, and, in the event of a disagreement, to refer the matter to a third and independent provider for a final resolution. Failure to provide certification will result in denial of the leave. Each certification should have an end date or specify the anticipated duration. Re-certifications will be required every thirty (30) days when an original certification is left open ended or upon expiration of the original certification.

Leaves related to serious health conditions will not be approved for periods longer than that which has been certified by the health care provider(s). In the event that a definite return date cannot be specified, the leave will be approved only thru the date of the next scheduled appointment with the provider.

Employees taking a leave due to their own serious health condition will also be required to submit a completed Return to Work Certificate prior to returning to work. Failure to provide a Return to Work Certificate may delay the return to work date.

While on a leave of absence, Employees have an obligation to keep Human Resources informed. They must return phone calls and submit all requested paperwork, completed in its entirety within the appropriate timelines. The Human Resources staff member administering the leave of absence is entitled to a working knowledge of the Employee's medical information. Failure to return phone calls or submit paperwork within the outlined timeframe may result in termination of employment.

Extension of Leave Past FMLA and RIFMLA

Leave extensions may be granted on a case-by-case basis allowing the Employee to remain out of work after the expiration of FMLA or RIFMLA. At that time, the position may be posted. The leave extension does not guarantee the Employee will return to the same position, only that he or she is still considered employed by the Department. Upon return, Human Resources will assist the Employee in finding a suitable position for which the Employee is qualified. Requests for leave extensions must be submitted in writing to Human Resources two (2) weeks before the leave is scheduled to end. Extensions will require medical certification.

VII. Bereavement Leave

A. Employees shall be granted bereavement leave as follows:

- 1) In event of the death of a parent, spouse, brother, sister, child, step-parent, step-brother, step-sister, or step-child, five (5) day's absence shall be allowed from the date of death, excluding weekends and holidays, with no loss of pay.
- 2) In the event of the death of a grandparent, grandchild, father-in-law, mother-in-law, brother-in-law, sister-in-law, daughter-in-law, son-in-law, step-father-in-law, or step-mother-in-law, two (2) day's absence shall be allowed from the date of death, excluding weekends and holidays, with no loss of pay, with additional days allowance to be deducted from sick leave, for a maximum total of five (5) days.
- 3) In the event of the death of an aunt, uncle, niece, nephew, first cousin, or other person residing in the Employee's household, one (1) day's absence shall be allowed to attend the funeral with no loss of pay.
- 4) The Employee will not be paid for Bereavement Leave if he or she is on a leave of absence paid or unpaid at the time of death.
- 5) It is the responsibility of each Employee to be certain that the use of paid absences from Bereavement Leave are reported accurately and timely for inclusion in the attendance/payroll records. Reporting must be in compliance with a process established by Superintendent.

VIII. Jury Duty/Legal Leave

A. In the event of a call to Jury Duty, or in compliance with a court order requiring the Employee's attendance, the Employee shall be granted the necessary leave with no loss of pay, not to exceed ten (10) days of paid leave per year, but in no case shall this section apply if the court appearance involves:

- 1) A criminal charge or unlawful act allegedly committed by the Employee; or

- 2) A matter that is not related to the Employee's work for the Department.
- B. If the Employee reports to Jury Duty and is dismissed prior to the end of the work day, then the Employee shall report to work upon dismissal.
- C. The Employee shall report to the Superintendent any compensation or other payments received by the Employee on account of his or her attendance in court, and the Employee's pay shall be offset by said amount of compensation or other payments. The Employee must submit a copy of the pay check or other documentation substantiating the compensation received for their Jury Duties or appearance in court.
- D. It is the responsibility of each Employee to be certain that the use of paid absences from Jury Duty leave are reported accurately and timely for inclusion in the attendance/payroll records. Reporting must be in compliance with a process established by Superintendent.

IX. Military Leave and Military Training Leave

Military Leave

Employees who voluntarily or involuntarily leave employment positions to undertake military service (including active duty for training, inactive duty training or full-time duty) in the U.S. Armed Forces, Army National Guard, Air National Guard, or the commissioned corps of the Public Health Service will be placed on a military leave of absence for the necessary period, generally not to exceed a five-year cumulative limit during employment with the Department, and will be entitled to the rights and benefits described below.

The Employee shall, as soon as practicable, provide the Superintendent or his/her designee with notice that the Employee will be engaging in military service, including, where feasible, a copy of the orders directing the military duty, unless the Employee is prevented from doing so by military necessity. Employees are requested to provide at least 30 calendar days' notice of active military service when feasible to do so. Failure to provide adequate notice may render the Employee ineligible for the rights and benefits described in this policy.

To request a temporary or extended military leave of absence, the Employee shall submit a leave request form with the appropriate documentation to the Department, unless prevented from doing so by military necessity.

Employees on temporary or extended military leave may, at their option, use any or all accrued vacation or personal days during their absence.

Salary

For the first fifteen (15) working days of such absence, the Employee shall be entitled to the same total salary that the Employee would have received had the Employee not been absent from his or her position. For this period the Department shall pay to the Employee the difference between his or her regular salary and the military pay that the Employee received. Payment shall

be made only after the Employee submits official military pay vouchers. It is the responsibility of each Employee to be certain that the use of paid absences from Military Leave are reported accurately and timely for inclusion in the attendance payroll records. Reporting must be in compliance with a process established by Superintendent. Any period of leave in excess of fifteen (15) working days shall be without pay.

An Employee returning from military leave shall be reemployed at the same salary range attained when granted a military leave. The Department may adjust the Employee's salary upon reemployment based upon changed circumstances within the Department during the period of leave, as long as such circumstances would have existed in the absence of the Employee's military leave.

Benefits

For the period during which an Employee is on a military leave of absence, the Employee's benefits shall continue as follows:

An Employee on extended military leave may elect to continue his or her health insurance for the Employee and covered dependents under the same terms and conditions, for a period not to exceed 31 days from the date the military leave of absence begins. The Employee must pay the co-share contribution that he or she would otherwise pay if not absent from work. After the initial period up to 31 days, the Employee and covered dependents may elect to continue group health insurance through COBRA.

Any group term life/AD&D insurance and group long-term disability insurance provided by the Department will terminate the day the Employee becomes active military.

During the period of leave for which the Employee receives pay, the Employee shall also accrue such sick, vacation and personal leave as the Employee would have accrued while working in said position. No sick, vacation or personal leave shall be accrued during any period of leave without pay.

Re-Employment

When the Employee intends to return to work, the Employee shall provide prompt notice following completion of military service by making application for reemployment to the Department within the following applicable time period:

- If the Employee's military service was less than 31 days, the Employee shall report to the Department on the next work-day following the Employee's return.
- If the Employee's military service was more than 30 days but less than 181 days, the Employee shall make application within fourteen (14) days following completion of military service.
- If the Employee's military service was more than 180 days, the Employee shall make application within ninety (90) days following completion of military service.

The Department shall, upon the Employee's application for reemployment, require of the Employee that he or she provide documentation of military discharge to establish the timeliness of the application for reemployment and the length and character of the Employee's military service. If necessary, the Department shall require the Employee to produce medical documentation establishing the Employee's fitness for duty.

In the event that the position vacated by the Employee is not currently vacant or longer exists at the time the Employee qualifies for return to work, the Employee shall be entitled to be reemployed in another vacant position of like seniority, status and pay, the duties of which the Employee is qualified to perform.

Employees reemployed following military leave will receive seniority and other benefits determined by seniority that the Employee had at the beginning of the military leave, plus any additional seniority and benefits determined by seniority that the Employee would have attained, with reasonable certainty, had the Employee remained continuously employed.

An Employee's time spent on active military duty will be counted toward the Employee's eligibility for FMLA leave upon return to work at the Department.

An Employee returning from military leave is not entitled to reemployment as described above if any of the following conditions exist:

- The Employee failed to provide advance notice of the Employee's service to the Department;
- The Employee has more than five years of cumulative service in the uniformed services during the Employee's employment with the Department;
- The Employee failed to apply for reemployment in a timely manner or failed to timely return to work;
- The Employee was separated from military service with a disqualifying discharge or under other than honorable conditions;
- The Employee is not physically and mentally capable of performing the essential duties of the position involved;
- The Department's circumstances have so changed as to make reemployment impossible or unreasonable; or
- The Employee's employment prior to the military service was merely for a brief, non-recurrent period and there was no reasonable expectation that the employment would have continued indefinitely or for a significant period.

Military Training Leave

Employees shall be entitled to military training leave from their respective duties on all days during which they are required for military duty or training, for a period not to exceed a total of ten (10)

working days in any one year beginning July 1 through June 30. All benefits will continue during an Employee's military training leave. Employees requesting this military training leave shall provide documentation of the orders for the time period for which military training leave will be taken. All Employees who are required to attend regular training sessions which conflict with their normal work schedules shall give advance notification to the Department.

The Employee shall provide evidence that such training has been completed satisfactorily. During such military training leave, an Employee shall receive the difference between his or her regular salary and the compensation that the Employee receives from reserve training, if the latter is less than his/her regular salary. Payments shall be made by the Department only after official military pay vouchers are submitted by the Employee.

It is the responsibility of each Employee to be certain that the use of paid absences from Military Leave or Military Training Leave are reported accurately and timely for inclusion in the attendance/payroll records. Reporting must be in compliance with a process established by Superintendent.

X. Holidays

A. All 12-month Employees shall be entitled to the following paid holidays:

- | | |
|---------------------------|--|
| 1. New Years Day | 9. Columbus Day |
| 2. Martin Luther King Day | 10. Presidential Election Day |
| 3. Washington's Birthday | 11. Veterans' Day |
| 4. Good Friday | 12. Thanksgiving Day |
| 5. Memorial Day | 13. Day after Thanksgiving |
| 6. Independence Day | 14. Day before Christmas (if school is not in session) |
| 7. Victory Day | 15. Christmas Day |
| 8. Labor Day | |

B. To be eligible for holiday pay, an Employee must work the last scheduled day before and the first scheduled day after a holiday unless absent for a legitimate illness or approved paid absence from work (i.e. vacation, personal days or bereavement). The Employee will not be paid for said Holidays if the Employee is on an unpaid leave of absence.

C. If a holiday falls on a Saturday or Sunday, it shall be observed on the previous Friday or the following Monday when feasible; otherwise, Employees shall receive an additional personal day. This determination shall be made by the Superintendent in the best interests of the Department.

D. If a holiday falls on a regularly scheduled workday, and within an Employee's vacation period, the Employee shall not be charged annual leave for his/her absence on that date.

E. It is the responsibility of each Employee to be certain that the use of paid absences from work including but not limited to vacation, personal, sick, family sick, bereavement, jury duty, and

military leave are reported accurately and timely for deduction from their accrued leave balance. Reporting must be in compliance with a process established by the Superintendent.

XI. Religious Observance

Requests to be away from work to participate in religious High Holy Day observances should be submitted at least two (2) weeks prior to the proposed absence. The maximum allowed shall be up to three (3) paid days per year.

*****Examples of items not addressed (list is NOT exhaustive):***

- *Salary*
- *Longevity Pay*
- *Overtime/Compensatory time*
- *Workers' Compensation – supplementing wages*
- *Probation/termination provisions*
- *Other policies unrelated to benefits (Drug Free Workplace, Affirmative Action, Anti-nepotism, Inclement Weather, management provisions such as medical documentation, use of technology, confidentiality, etc.)*