

**Mutual Proposal**  
**Article VIII, Section C**  
**Unpaid Leaves**  
**July 23, 2024**

**SECTION C – Unpaid Leaves**

**1.- 6. Same**

**7. Family and Medical Leave Act (FMLA)**

- a. Family Medical Leave begins as soon as an individual discloses a qualifying event, at which time ~~the~~ Board will grant an eligible employee (as defined in Part C of this section) up to a total of twelve weeks of leave in a twelve-month period for one or more of the following reasons:
  - 1.-5. Same
- b.-f. Same.
- g. The leave mentioned in this section is subject to the following restrictions and privileges:
  1. An employee will use all available unused earned paid sick time concurrently with FMLA unless he/she elects to go unpaid during the time of FMLA. ~~must first use all available unused earned paid sick leave before unpaid FMLA leave will be granted.~~
  2. The decision to go unpaid during the time of FMLA will remain in effect for the full duration of the FMLA leave, is non-revokable, and must be declared within five days of receiving notification that the FMLA leave is approved.
  3. The employee will be restored to his/her former position unless the employee's position has been affected by reduction in force and/or layoff.
  4. The Board shall require materials documenting the reason for the leave before granting a leave of absence under this section.
  5. It is the responsibility of the employee to obtain the necessary documentation and to furnish the documentation to the Board.
  6. The Board may request verification of a medical condition for which leave has been granted under this section at any reasonable interval, but not more often than once every thirty days, unless:
    - a. the employee requests an extension of leave;
    - b. circumstances described by the original documentation have changed significantly (i.e., the duration of the illness, the nature of the illness, complications); or
    - c. the employer receives information that casts doubt upon the continuing validity of the documentation.
  7. If the Board pays the employee contributions missed by the employee while on leave, the employee will be required to reimburse the Board for delinquent payments (on a payroll deduction schedule) upon return from leave. The employee will be required to sign a written statement at the beginning of the leave period authorizing the payroll deduction for delinquent payments. If an employee fails to return to work for the Board after FMLA leave, the Board shall take necessary steps to recover its share of the health benefit premium payments made on the employee's behalf during a period of unpaid

FMLA leave unless the employee's position has been affected by reduction in force and/or layoff.


8. An employee may continue coverage by continuing to pay the employee's portion of the premiums, including dependent coverage, while on leave.
9. The employee must notify the Board as soon as practicable once the employee knows that a leave will be needed. For a foreseeable leave, such as for birth, adoption or planned medical treatment, the employee must provide at least 30 days notice to the Board. In all cases, the employee must furnish a request to the Board on a form provided by the Board.
10. Prior to the employee's return to work from an employee disability, the employee shall submit medical certification of the employee's fitness to return to work.
11. The Board retains the right to implement reasonable rules and regulations with regard to the use of leaves of absence within the requirements of the FMLA. This includes but is not limited to requiring a second opinion, at the Board's discretion, from a Board-paid doctor with regard to a medical disability, and the use of forms for requests for leave, physician documentation and fitness to return to work.
12. In the event that the Board exercises its right to a second medical opinion and the opinion conflicts with the first doctor's opinion in the medical certification, then a third opinion may be required by a Board-paid physician mutually agreed upon by the Board and employee. This third opinion will be final and binding upon the Board and the employee.

h.-i. Same

**END OF ARTICLE VIII**

  
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For the Board

7/23/24  
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Date

  
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For the Union

7/23/2024  
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Date