

## Sick Leave

A. Any compensated employee entitled to at least forty (40) hours of Paid Time Off under the terms of this policy manual, or of a Collective Bargaining Agreement (CBA) or practice of the Fire District shall be entitled to use up to forty (40) hours of such paid time off per calendar year for the following purposes:

(1) time needed for diagnosis, care, or treatment of, or recovery from, an employee's mental or physical illness, injury or other adverse health condition, or for preventive medical care for the employee;

(2) time needed for the employee to aid or care for a family member of the employee during diagnosis, care, or treatment of, or recovery from, the family member's mental or physical illness, injury or other adverse health condition, or during preventive medical care for the family member;

(3) absence necessary due to circumstances resulting from the employee, or a family member of the employee, being a victim of domestic or sexual violence, if the leave is to allow the employee to obtain for the employee or the family member: medical attention needed to recover from physical or psychological injury or disability caused by domestic or sexual violence; services from a designated domestic violence agency or other victim services organization; psychological or other counseling; relocation; or legal services, including obtaining a restraining order or preparing for, or participating in, any civil or criminal legal proceeding related to the domestic or sexual violence;

(4) time during which the employee is not able to work because of a closure of the employee's workplace, or the school or place of care of a child of the employee, by order of a public official due to an epidemic or other public health emergency, or because of the issuance by a public health authority of a determination that the presence in the community of the employee, or a member of the employee's family in need of care by the employee, would jeopardize the health of others; or

(5) time needed by the employee in connection with a child of the employee to attend a school-related conference, meeting, function or other event requested or required by a school administrator, teacher, or other professional staff member responsible for the child's education, or to attend a meeting regarding care provided to the child in connection with the child's health conditions or disability.

For purposes of this Policy only, "family member" means a child, grandchild, sibling, spouse, domestic partner, civil union partner, parent, or grandparent of an employee, or a spouse, domestic partner, or civil union partner of a parent or grandparent of the employee, or a sibling of a spouse, domestic partner, or civil union partner of the employee, or any other individual related by blood to the employee or whose close association with the employee is the equivalent of a family relationship.

If the employee's need to use paid time under this Policy is foreseeable, the employee will be required to produce advance notice, not to exceed seven calendar days prior to the date the leave is to begin, of the intention to use paid time under this Policy and its expected duration, and shall make a reasonable effort to schedule the use of paid time under this Policy in a manner that does not unduly disrupt the operations of the employer. If the reason for the use of paid time under this Policy is not foreseeable, the employee shall provide notice of the intention to use paid time under this Policy as soon as practicable.

For use of paid time under this Policy extends for three or more consecutive days, the following supporting documentation shall be required:

- If paid time under this Policy is being taken under paragraph (1) or (2), above: documentation signed by a health care professional who is treating the employee or the family member of the employee indicating the need for the leave and, if possible, number of days of leave. Said time off exceeding established thresholds shall be subject to the Injury/Illness policy of the Fire District and may require clearance by the District's medical professional.
- If paid time under this Policy is being taken under paragraph (3), above: medical documentation; a law enforcement agency record or report; a court order; documentation that the perpetrator of the domestic or sexual violence has been convicted of a domestic or sexual violence offense; certification from a certified Domestic Violence Specialist or a representative of a designated domestic violence agency or other victim services organization; or other documentation or certification provided by a social worker, counselor, member of the clergy, shelter worker, health care professional, attorney, or other professional who has assisted the employee or family member in dealing with the domestic or sexual violence.
- If paid time under this Policy is being taken under paragraph (4), above: a copy of the order of the public official or the determination by the health authority.
- If paid time under this Policy is being taken under paragraph (5), above: any reasonable documentation showing that a conference, meeting, function, or other event has been scheduled or is occurring.

B. Effective October 29, 2018, any compensated employee otherwise not entitled to at least forty (40) hours of Paid Time Off under the terms of this policy manual, or of a Collective Bargaining Agreement (CBA) or practice of the Fire District shall accrue one (1) hour of paid sick leave for every thirty (30) hours worked, up to a maximum of forty (40) total hours of paid time off accrued. Said paid sick leave may be used for any purpose listed in Section A, above, under the conditions set forth in Section A, above. For those employed as of October 29, 2018, earned sick leave under this Section shall begin to accrue effective October 29, 2018, and may be used at any time beginning on the 120<sup>th</sup> calendar day after the employee began employment. For those employed after October 29, 2018, earned sick leave under this Section shall begin to accrue on the

first day of employment and may be used at any time beginning on the 120<sup>th</sup> calendar day after the employee began employment.

C. An employee shall, in the final month of the Benefit Year, be entitled to a) bring forth any balance of sick leave, not exceeding 40 hours, into the coming year, or b) elect to be paid the balance of any unused sick leave for the prior Benefit Year, not to exceed 40 hours, or c) bring forth one-half of the balance of unused Sick Time and be paid for the remaining unused Sick Time, not to exceed 40 hours total. The District will extend this offer to each eligible employee not later than September 25 of the Benefit Year. It shall be the employee's responsibility to make such an election not less than ten calendar days from the date of the District's offer. In the absence of an employee electing any of the aforementioned options, the District shall carry the balance of said hours into the next Benefit Year not to exceed 40 hours in total.

D. No employee shall accrue more than 40 hours of sick time in any benefit year. Nothing in this Policy shall be construed as requiring payment for any form of unused paid leave upon separation from employment. Employees receiving paid sick leave under Section B of this Policy shall not be entitled to payment for unused paid sick leave upon separation from employment under any circumstance.

E. The "benefit year" for purposes of *N.J.S.A. 34:11D-1* shall be October 29, 2018, through October 28, 2019, and each succeeding year measured from October 29<sup>th</sup> through the next succeeding October 28<sup>th</sup> thereafter.