

Expecting a new addition ?

Congratulations from your union - the Braintree Education Association !



For this most joyous event, the BEA has put together this FAQ Sheet to help you to understand the options that are available to you regarding leaves of absence and compensation. Obviously, we could not anticipate all of the questions and variables that may occur. If you still have questions after reading this, contact your BEA Faculty Rep.

Q - What rights do I have and from where do they come ?

A - Maternity leaves of absence come from three sources - federal law, state law and the BEA contract. Each has different requirements for eligibility and each provides different benefits. You must design a maternity leave that suits your situation.

Q - What are the differences ?

A - Federal Law

The federal law is the *Family and Medical Leave Act* ("FMLA"). It provides a total of up to 12 weeks in a 12 month period for the birth, adoption or foster care of a child.

To be eligible for the FMLA, you must have worked for the school district for at least 12 months (not necessarily consecutive) and have worked at least 1,250 hours during the prior 12 months. Full-time employees who have worked a full school year are presumed to have met the hour requirement.

During the period of the leave that you are disabled by your pregnancy and childbirth, you are entitled to use your paid sick leave just as any other sick or disabled employee. Your entitlement is

described in Article 16 (Sick Leave), pages 12-13 of your BEA contract. The remainder of the leave is without pay.

Under most circumstances, you must give 30 days' notice to be eligible for a FMLA Leave.

State Law



The state law is the Massachusetts Maternity Leave Law ("MMLL"). It provides leave of absence of up to 8 weeks for female employees for childbirth or adoption. The full text of the MMLL can be found as Attachment #1.

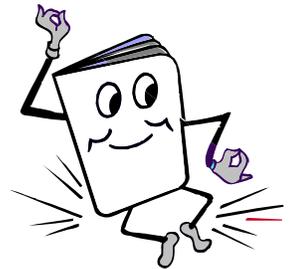
You are eligible for the MMLL if you have worked full-time for the school district for three months. Whether or not you have taken leave prior to your child's arrival, you are entitled to eight additional weeks immediately following birth or adoption.

As with the FMLA, during the period of the leave that you are disabled by your pregnancy and childbirth, you are entitled to use your paid sick leave just as any other sick or disabled employee. Your entitlement is described in Article 16 (Sick Leave), pages 12-13 of your BEA contract. The remainder of the leave is without pay.

You must give a minimum of two weeks' notice to be eligible for a MMLL leave.

The BEA Contract

Your BEA Contract provides benefits for maternity and pregnancy related disability in two parts. Article 18 (Temporary Leaves of Absence), Sections E and F address the rights of adoptive or co-parents, as well as birth mother under the Family and Medical Leave Act. Article 19 (Extended Leaves of Absence), Section D addresses time off specifically for Maternity Leave (both short and long-term) and Article 16 (Sick Leave) addresses compensation. See your BEA Contract for the full text of these provisions.



Time Off

Article 19 of the Contract allows employees to take up to two years of maternity leave depending upon the timing.

- If you leave during the school year, you may take the remainder of the school year off to return in September or you may elect to return the following September.
- If you give birth in the summer, you may take the entire school year off to return the following September.

The Contract does not give you the *right* to return mid-year however it is allowed under "unforeseen circumstances." It never hurts to ask.

The Contract specifies minimum notice requirements for a contractual maternity leave: two weeks for a short-term leave and sixty days for an extended leave. Please read the requirements carefully under Article 19.

- Sick Leave

When you are disabled as the result of your pregnancy and/or childbirth, you are entitled to paid sick leave. Whereas this is generally a long-term disability, normally between four and eight weeks, a letter from your physician is required.



The amount of sick leave pay to which you are entitled is determined by two factors:

- 1 - The amount of your personal sick leave accumulation and possibly sick bank entitlement and,
- 2 - The period of disability as certified by your physician.

Maternity leave is not *per se* a paid leave. The period of time during which you are disabled (whether before the birth or after the birth of your child) is paid if you have sick leave benefits available.

Q - Is there a timetable for requesting a maternity leave?

A - Yes and it's quite simple. Follow these simple steps:

- ρ Determine what kind of leave you wish to take. Do you want to have the baby, stay home for six / eight / twelve weeks and return to work or do you want to take the rest of the year off? Next year too?
- ρ Although you will be writing your letter to request the leave according to the requirements of Article 19, it makes sense to let your supervisor know earlier. Most simply inform their principal of their plans informally and verbally. No one likes to be the "last one to know."
- ρ Three months or so before your due date, write a draft letter using the samples provided. See Sample Letters #1-3. E-mail a draft of your letter to _____ for proofreading.
- ρ Submit your letter when you are certain of your plans keeping in mind the time limits required by the relevant law or the contract. Keep a copy of all correspondences for your records.
- ρ Shortly before the big event, ask your physician to write your letter of disability. This letter need not include explicit details. It is important that the letter clearly indicate that you are physically disabled or unable to perform your regular work-related duties. Also, (s)he must note the period of disability. Oftentimes the physician indicates the start date of the disability and provides a second letter after the first postpartum examination that indicates the end date.

Q - Is there anything else that I need to know?

A - Just a few details that may or may not apply to your situation -

- While you are on the sick leave portion of a maternity leave, you will continue to accrue seniority. Unpaid leaves do not count as time worked but you will not lose previously earned seniority time.

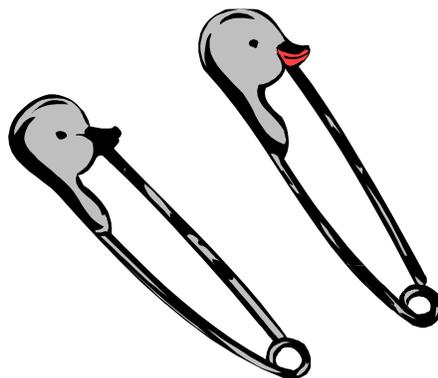
- If you are a member of a Town of Braintree medical insurance plan, you will be required to pay 100% of the premium if you change from being a paid employee to an employee on an unpaid leave of absence, except for any part of your leave designated as coming under the Family and Medical Leave Act during which the Town is required to continue its portion of your health insurance. You'll want to be sure exactly how your leave is considered. For any period of time for which you will be responsible for the full premium, you should contact the Payroll Office in advance to arrange for timely payment of premiums.

- Remember the date **March 15 !!** When you take a contractual maternity leave during the school year, you have the option of returning the next September or the following September. You are required to notify the Superintendent prior to **March 15** which September you intend to return. You must state your date of intended return in your letter of application.

- The FMLA and the MMLL apply to adoption. The only benefit that does not apply in cases of adoption is paid sick leave.

- If you have any other questions, contact you BEA Faculty Rep or Christine Giacomozzi, BEA President.

Best wishes from all of your colleagues in the BEA. Enjoy your baby (and your leave!).



SAMPLE LETTER #1

*If you wish to take up to eight weeks leave of absence
to return to work immediately after the leave period.*

123 Main Street
Anytown MA 02123
Date

Peter Kurzberg, Superintendent
Braintree Public Schools
348 Pond Street
Braintree MA 02184

Dear Dr. Kurzberg:

I am writing to request a maternity leave of absence in accordance with M.G.L. Chapter 149, Section 105D. My leave shall commence on _____, 201_ and shall continue until _____, 201_. I shall be returning to active service on _____, 201_.

In addition, I am notifying you of my intent to utilize the provisions of Article 16 (Sick Leave) of the contract for any period of said leave during which I am physically unable to work. I shall provide you with a doctor's certificate as soon as it becomes available.

Thank you.

Sincerely,

Jane Doe

cc: Principal Mary Smith

SAMPLE LETTER #2

*If you wish to take up to twelve weeks leave of absence
to return to work immediately after the leave period.*

123 Main Street
Anytown MA 02123
Date

Peter Kurzberg, Superintendent
Braintree Public Schools
348 Pond Street
Braintree MA 02184

Dear Dr. Kurzberg:

I am writing to request a maternity leave of absence* in accordance with the Family and Medical Leave Act. My leave shall commence on _____, 201_ and shall continue until _____, 201_. I shall be returning to active service on _____, 201_.

In addition, I am notifying you of my intent to utilize the provisions of Article 16 (Sick Leave) of the contract for any period of said leave during which I am physically unable to work. I shall provide you with a doctor's certificate as soon as it becomes available.

Thank you.

Sincerely,

Jane Doe

cc: Principal Mary Smith

**You would just indicate "leave of absence" if you are not the parent giving birth or in the case of adoptive leave and would delete the second paragraph.*

SAMPLE LETTER #3

If you wish to take a leave of absence until the end of the school year and use sick leave for the period of disability.

123 Main Street
Anytown MA 02123
Date

Peter Kurzberg, Superintendent
Braintree Public Schools
348 Pond Street
Braintree MA 02184

Dear Dr. Kurzberg:

I am writing to request a maternity leave of absence in accordance with Article 19 of the contract. My leave shall commence on _____, 201_ and shall continue through the remainder of this school year. I shall notify you on or before March 1, 201_ of my intention to return for the next school year.

In addition, I am notifying you of my intent to utilize the provisions of Article 16 (Sick Leave) of the contract for any period of said leave during which I am physically unable to work. I shall provide you with a doctor's certificate as soon as it becomes available.

Thank you.

Sincerely,

Jane Doe

cc: Principal Mary Smith

Attachment #1: The Massachusetts Maternity Leave Law

Chapter 149: Section 105D. Entitlement of female employees; rights and benefits.

Section 105D. A female employee who has completed the initial probationary period set by the terms of her employment or, if there is no such probationary period, has been employed by the same employer for at least three consecutive months as a full-time employee, who is absent from such employment for a period not exceeding eight weeks for the purpose of giving birth or for adopting a child under the age of eighteen or for adopting a child under the age of twenty-three if the child is mentally or physically disabled, said period to be hereinafter called maternity leave, and who shall give at least two weeks' notice to her employer of her anticipated date of departure and intention to return, shall be restored to her previous, or a similar, position with the same status, pay, length of service credit and seniority, wherever applicable, as of the date of her leave. Said maternity leave may be with or without pay at the discretion of the employer.

Such employer shall not be required to restore an employee on maternity leave to her previous or a similar position if other employees of equal length of service credit and status in the same or similar position have been laid off due to economic conditions or other changes in operating conditions affecting employment during the period of such maternity leave; provided, however, that such employee on maternity leave shall retain any preferential consideration for another position to which she may be entitled as of the date of her leave.

Such maternity leave shall not affect the employee's right to receive vacation time, sick leave, bonuses, advancement, seniority, length of service credit, benefits, plans or programs for which she was eligible at the date of her leave, and any other advantages or rights of her employment incident to her employment position; provided, however, that such maternity leave shall not be included, when applicable, in the computation of such benefits, rights, and advantages; and provided, further, that the employer need not provide for the cost of any benefits, plans, or programs during the period of maternity leave unless such employer so provides for all employees on leave of absence. Nothing in this section shall be construed to affect any bargaining agreement or company policy which provides for greater or additional benefits than those required under this section.