

**Sidebar Agreement between the
South Hunterdon Regional Education Association and the
South Hunterdon Regional School District Board of Education**

AGREEMENT

This Agreement ("Agreement") is made and entered into by and between the **SOUTH HUNTERDON REGIONAL SCHOOL DISTRICT BOARD OF EDUCATION** ("Board"), and the **SOUTH HUNTERDON REGIONAL EDUCATION ASSOCIATION** ("Association") (collectively the "Parties" and each individually a "Party") on this 10 day of September 2024.

WITNESSETH:

WHEREAS, the Board operates the South Hunterdon Regional School District; and

WHEREAS, the Association is the exclusive representatives in collective negotiations concerning the terms and conditions of employment for all teachers, athletic trainers, guidance counselors, school nurses, librarians, child study team personnel, educational support professionals; and

WHEREAS, the Board and the Association entered into a collective bargaining agreement ("CBA") effective July 1, 2022 through June 30, 2025; and

WHEREAS, a sick bank agreement is included in Section E of the collective bargaining agreement; and

WHEREAS, the Parties desire to enter into a Sidebar Agreement that includes changes to the sick bank agreement; and

NOW, THEREFORE, the Parties agree as follows:

Schedule E

Sick Leave Bank Agreement

In addition to the sick leave provisions of the current collective bargaining agreement between the parties, the South Hunterdon Regional Education Association (the "Association") and the South Hunterdon Regional Board of Education (the "District" or "Board") agree to implement a Sick Leave Bank (the "Bank") as follows:

Section 1 - The Sick Leave Bank Committee (the “Committee”) shall consist of six (6) members, three (3) from the Association and three (3) Board members or their designees. The Committee is authorized to establish standards and procedures for the operation of the Bank. The Committee shall schedule meetings as necessary.

Section–2 - Intent of the Bank. The District and the Association agree to the establishment of a Sick Leave Bank effective upon execution of this Agreement. The intent of this Bank is to provide additional financial protection to Association members who incur a period of prolonged serious illness or hospitalization or who require time to care for a family member with a serious illness or hospitalization as defined by serious health condition below or as determined by the Committee.

Section 2 - Definitions. (a) "Serious health condition" is defined as a potentially long term serious health condition that is a non-work related injury, an acute or prolonged illness, physical or mental condition, injury, or impairment that is usually considered to be life-threatening. A "serious health condition" typically involves in-patient care or continuing medical treatment that would likely result in a period of incapacity of more than 15 working days. A "serious health condition" shall be defined consistent with 29 C.F.R. § 825.113.

(b) “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.

Section 3 - Participation/Eligibility. All Association members may participate in donation to the Bank. Members must contribute to the Bank to be eligible to participate. All eligible members may make a request to donate, subject to the conditions of this agreement between the Association and the District. A member may be eligible for up to forty-five (45) days of donated sick time, subject to additional requests as set forth in Section 6.

Section 4 - The Bank shall not be available to any Association member who sustains an illness or injury that is subject to Workers' Compensation or while on a Leave of Absence that was granted for any reason other than medical for the

member. Before days can be granted from the Bank, all available paid leave days must be exhausted by the employee.

Section 5 - Donation of Days. Any Association member may elect to participate in the Bank by donating at least one (1) but no more than five (5) days of his/her accumulated sick leave to the Bank. Existing members may elect to donate up to five (5) days each school year. All new participants to the Bank shall submit to the Committee a written notification of intent to join by September 15th of each school year. All new employees who begin work after September 15 are eligible to participate provided they donate days to the Bank within thirty (30) days after the first day of work.

Any donation of sick leave is irrevocable. The day(s) donated will be subtracted from the members' total accrued days. The day(s) donated will be subtracted from the members' total accrued days. Excess donation of days not otherwise used shall be returned to the Bank. Participants who receive days from the Bank shall be compensated at their regular rate of pay. Association members that donate days to the Bank cannot reclaim any donated days.

Upon retirement, a member who has between 100 and 200 accumulated, unused sick days may donate up to five (5) days. However, members with less than 100 unused sick days or more than 200 unused sick days, may not donate any of their unused sick days upon retirement.

The Sick Bank shall have no maximum number of days. The Association President or Vice President shall be entitled to Sick Leave Bank records maintained by the Business Office and are entitled to such records upon request. Twenty five percent (25%) of the total maximum days shall be considered the minimum amount for replenishment purposes. The Association shall notify the Association members as per Section 7.

Section 6- Administration of the Bank. An Association member initiates the request for an application to use the Sick Leave Bank by completing the Sick Leave Bank/Application for Benefits Form. The request is made through the President of the Association. Upon request by the Committee or Superintendent, a member will sign a release to verify the medical information provided in the application regarding the Association member or the member of the Association member's family, as applicable, for the use of the Sick Leave Bank. This information will be made available to the Committee, the Association President (or designee), and the Superintendent (or designee). All

information will be treated as confidential. The Committee will meet to verify the eligibility of the Sick Leave request and make a determination regarding same. The Committee's determination regarding the member's use of the Sick Leave Bank shall be final and binding and not subject to the grievance procedure or arbitration.

If a satisfactory agreement of eligibility is not reached, the applicant must undergo a medical review by a second opinion physician. Selection of this physician shall be regulated by the Board, however, the physician's curriculum vitae must be presented to the Association in order to verify the physician's qualifications. If the physician's findings concur with the applicant's original diagnosis and meet the above eligibility requirements, then the application shall be approved. In the case the physician's findings do not coincide, then the Committee shall have the final word on the applicant's eligibility. All medical expenses shall be borne by the member. Every decision of eligibility shall be final and binding and not subject to the grievance procedure or arbitration.

Section 7 - Additional Requests. After the initial request is exhausted, an additional request may be made, not to exceed forty-five (45) days per request. Except under extreme circumstances, requests for the use of the Sick Leave Bank may not exceed two (2) forty-five (45) day requests per school year.

Section 8 - Donation Procedures. The Association will be responsible for notifying the Association members of the need for donation to the Sick Leave Bank. The Association will be responsible for providing request for participation/donations in the Sick Leave Bank to the Superintendent or designee. Forms for donations will be created by and available through the Association. Completed forms are to be sent directly to the Superintendent. All documents in connection with the Bank shall be maintained in a confidential and secure manner.

Section 9 - Procedure for Use/Withdrawal of Sick Leave - Conditions and Restrictions. In order to utilize the Sick Leave Bank, the Association member must have exhausted his/her current and accumulated sick leave. Members will be eligible to make a request when an illness is verified to exceed fifteen (15) consecutive work days. The Bank will be retroactive to the first day of illness/injury.

An Association member electing to use the Sick Leave Bank shall complete an appropriate form in order to participate, which may be obtained from the

Association. In the request, the member shall clearly state the details of his/her illness and the number of days of sick leave he/she is requesting from the Bank. An appropriate HIPPA release must be provided to the Association in order to obtain needed information to verify the request. All Sick Leave requests will go through the Association. The Association member should be prepared to provide additional documentation on the nature and severity of the illness or injury if requested by the Association or the District.

In consideration of the benefits of participating in the Bank, each applicant for benefits shall, as a condition of receiving any benefits, agree in writing as follows: "I specifically acknowledge and agree that the granting of days from the Sick Leave Bank is a discretionary decision and such decisions are final and binding and not subject to be grieved through the grievance procedure or otherwise challenged. I further agree to abide by such decision and to indemnify and hold harmless the District and Association (and all other agents) from any loss they may sustain as a result of any claim or legal proceeding I may bring against any of them with respect to the decision made by them concerning this application."

In the event that the employee is personally unable to apply for usage of the Bank, an immediate family member or designee may make the request on behalf of the of the employee.

Exceptions to the above parameters for distribution may be made at the discretion of the committee on a case by case basis.

Section 10 - Method of Payment. When an Association member uses a day from the Bank, pay for that day shall be at the same rate the Association member would have received had he/she worked that day. No distinction shall be made as the differing pay rates of the donor or the recipient.

Section 11- Termination of Sick Leave Bank. In the event of a natural disaster or catastrophic event, the Committee shall retain the right to suspend the provisions of this Agreement temporarily upon written notice to the Association and the Board.

Section 12- Hold Harmless. The Association agrees that it will not file, on its own behalf or on behalf of any Association member, any grievance, claim or lawsuit of any kind related to any request or use of any leave from the Sick

Leave Bank. The Board and the Association agree that the Committee's decision is final, binding and not subject to a grievance.

The Association agrees to defend, indemnify, and hold harmless the District from any loss or damage arising from the implementation of this provision.

Nothing in these provisions should be construed as a guarantee of any set amount of donation of days of or to any Association member. Neither the Association nor the District will be held liable for the number of sick leave days donated or the result of a donation made.

No part of this agreement is intended to imply that the application of the Sick Leave Bank outlined above will be retroactive except that the use of Sick Leave Bank days may be applied to the first day of illness/injury as outlined in Section 8 of this agreement.

Any alleged abuse or misuse of the Sick Leave Bank shall be investigated by either or both parties. If the investigation results in findings of wrongdoings, the member shall repay all sick leave days donated to the Bank, return the monies paid to the Board, and be subject to such disciplinary action as deemed appropriate by the District.

Section 13- This Agreement shall not be modified in whole or part by the parties, except by a written amendment duly executed by both parties.

Section 14 - Nothing contained herein shall prohibit the Board from exercising its rights under NJSA 18A:30-6 (prolonged absences beyond sick leave period).

Section 15 - Upon request, the Committee shall be provided with a written accounting of the total accumulated sick days in the Bank and a written account of sick days donated to the Bank. The request shall be made no later than July 31st of each year. The Board shall make a reasonable effort to provide the accounting to the Association no later than September 15th.

For the Board of Education

James D. Gallagher

For the Association

Steve [Signature]
Brian Kelly
Rayn LaBar