

**ARTICLE 12**  
**Leaves**

A. **Sick Leave:** Any educational support professionals employed on a permanent basis who is unable to perform his/her duty in the school because of illness, or because of illness or death of father, mother, brother, sister, husband, wife, child, other close relative or member of his/her own household, and consequently has to be absent from his/her work, shall be granted leave of absence for sickness by the Superintendent, or by someone designated in writing by him to do so. The following provisions shall govern leave:

1. Each educational support professional on a full-time permanent basis shall be entitled to four (4) days of sick leave as of the first day of employment of each contract year and shall earn one (1) day of sick leave for each month of employment, which shall be credited to the educational support professional at the end of that month, and which shall not be used prior to the time it is earned and credited to the employee. If the educational support professional terminates, resigns or retires prior to accruing the four (4) days of sick leave, the School Board shall withhold the employee's daily rate for the leave days used but not earned by the employee. The educational support professional shall be entitled to earn no more than one (1) day of sick leave times the number of months of employment during the year of employment. Such leave shall be taken only when necessary because of sickness as herein prescribed. Such sick leave shall be cumulative from year to year. There shall be no limit on the number of days of sick leave an educational support professional may accrue. Educational support professionals who are temporarily absent from school for any reason shall, if possible, notify the principal or his/her designee at least two (2) hours prior to school openings. Failure to call and report absence(s) may be considered an unexcused absence and may be cause for disciplinary action.
2. An employee shall have the right to use sick leave in half-day or full-day units, for the purpose of medical or dental appointments.
3. If an immediate supervisor suspects an abuse of sick leave, he or she shall first investigate the matter and discuss the findings with the affected employee.

An abuse of sick leave is defined as a pattern or series of absences which occur over an extended period of time, and on a regular and predictable basis and without adequate justification. For example, a regular and predictable basis would be: sick leave being used as

soon as earned; absence on only Mondays or Fridays; absences occurring on the days before or after a holiday period; absences occurring on the day after payday on a regular basis.

If the investigation sustains that a documented pattern of abuse does exist the employee may be subject to disciplinary action as per Article 9.

B. **Personal Reasons Leave:** Bargaining unit members shall be granted up to six (6) days leave each school year for personal reasons. However, such absences for personal reasons shall be charged only to accrued sick leave, and leave for personal reasons shall be noncumulative. Unit members shall not be required to give reasons for personal reasons leave, except that the leave is for "personal reasons."

1. Notification of intent to use personal reasons leave shall be submitted to the administrator no later than twenty-four (24) hours prior to the day the employee wishes to have off, except for an emergency, as determined by the principal.
2. Personal reasons leave shall not be granted on the day preceding or following a holiday, the week prior to or during FSA Testing, nor during the first or last week of school, except in emergency situations. This may only be waived by mutual agreement between the affected employee and the principal. Employees leave requests during these excluded periods shall not be unreasonably denied.

C. **Terminal Pay:** Any employee at retirement or his/her beneficiary if service is terminated by death, shall be provided terminal pay.

1. Such terminal pay shall not exceed an amount determined as follows:
  - a. During the first three (3) years of service:
    1. The affected employee's daily rate of pay on July 1, 1994, multiplied by 35 percent multiplied by the number of unused sick leave days held on July 1, 1994.
    2. The affected employee's daily rate of pay at the time sick leave is earned times 35 percent times the number of days of accumulated sick leave earned after July 1, 1994.
  - b. During the fourth (4th) through sixth (6th) years of service:

1. The affected employee's daily rate of pay on July 1, 1994, multiplied by 40 percent multiplied by the number of unused sick leave days held on July 1, 1994.
  2. The affected employee's daily rate of pay at the time sick leave\* is earned multiplied by 40 percent multiplied by the number of accumulated sick leave earned after July 1, 1994.
- c. During the seventh (7th) through ninth (9th) years of service:
1. The affected employee's daily rate of pay on July 1, 1994, multiplied by 45 percent multiplied by the number of unused sick leave days held on July 1, 1994.
  2. The affected employee's daily rate of pay at the time sick leave\* is earned multiplied by 45 percent multiplied by the number of days of accumulated sick leave earned after July 1, 1994.
- d. During the tenth (10th) through the twelfth (12th) year of service:
1. The affected employee's daily rate of pay on July 1, 1994, multiplied by 50 percent multiplied by the number of unused sick leave days on July 1, 1994.
  2. The affected employee's daily rate of pay at the time sick leave\* is earned multiplied by 50 percent multiplied by the number of days of accumulated sick leave earned after July 1, 1994.
- e. During and after the 13th year of service:
1. The affected employee's daily rate of pay on July 1, 1994, multiplied by the number of unused sick leave days held on July 1, 1994.
  2. The affected employee's daily rate of pay at the time sick leave is earned\* multiplied by the number of days of accumulated sick leave earned after July 1, 1994.
- f. No employee who meets the eligibility requirements listed above may receive any compensation for sick leave payments unless they sign and execute the Payment of Sick Leave

Upon Retirement Agreement provided by the Superintendent. This agreement requires the retiring Board employee to seek, accept and cash the first retirement benefit check issued by the Florida Retirement System. The employee must qualify for "normal retirement" which under this policy shall mean retirement under plan A, B, C, D, E under the Florida Retirement System or any other plan established by the Legislature with either full or reduced benefits as provided by law. Normal retirement shall not be interpreted to include disability retirement.

\*Note: At the time sick leave is earned shall be interpreted to mean the value of sick leave at the end of each school year or at the time the affected employee retires, whichever comes first.

- D. **Illness in the Line of Duty:** Any permanent educational support professional shall be entitled to illness-in-line-of-duty leave with pay when he/she has to be absent from his/her duties because of personal injury received in the discharge of duty or because of illness from any contagious or infectious disease contracted in school work. Such leave shall be in addition to any other leave to which the employee may be entitled, and such leave shall not be cumulative. Each employee shall be entitled to at least ten (10) days of such leave, but additional leave day may be granted by the Board.

Any employee absent on such leave shall reimburse the Board for any Worker's Compensation payments received for the period. Paid holidays, occurring during such leave, shall not be included in the computation of the number of days with respect to when such leave is applicable. A substantiating statement by a physician and a corroborating statement by the principal shall be required prior to approval of said leave, except that the corroborating statement of the principal may be subject to the grievance procedure.

- E. **Maternity/Personal:** A personal or maternity leave without pay and not to exceed one year shall be granted to an employee for the purpose of childbearing and/or child rearing, as follows:

1. An employee may continue to be actively employed during pregnancy only so long as the employee is properly able to perform required duties and responsibilities.
2. All or any portion of leave taken by an employee because of medical disability connected with or resulting from the pregnancy may, at the employee's option, be charged to the employee's available sick leave.

3. An employee shall be entitled, upon request, to personal leave to begin at any time between the birth of the child and up to one (1) year thereafter.
- F. **Legal Commitments:** Employees shall be granted leave for legal commitments and shall receive their regular salary while serving as jurors or witnesses under subpoena. If released by 12 noon, the employee shall contact his/her principal for possible assignment that day.
- G. **Computation of Pay For Leave:** Paid leave for each employee shall be computed on the basis of the employee's regularly scheduled hours of work and assigned calendars.
- H. **Military Reserve Leave:**
1. Any employee who is a member of national military reserve unit or National Guard shall be allowed up to seventeen (17) days leave without loss of pay or other accumulated leave, when ordered to active duty by the appropriate unit during the regular term. At the Board's discretion, the leave period may be extended up to thirty (30) days. An employee required to report for a physical examination under any selective service law shall be granted leave without loss of pay or other accumulated leave for time required for this obligation.
  2. Employees who are reservists called to active duty shall receive pay to supplement their military pay in the amount necessary to bring their base salary, inclusive of their base military pay, to the level earned at the time they were called to active duty. Base salary shall be defined as the employee's main job with the School Board.
  3. Employees on active duty shall be eligible to continue their School Board Health insurance coverage by paying the employee's share of any cost of such coverage.
  4. During the period of leave required by the call-up, the employee shall continue to maintain his/her seniority and shall accrue sick leave.
  5. Upon returning from leave, the employee shall be returned to employment to their school/work site prior to the active military leave.

6. The terms of this agreement shall be in effect during the period of time established by the School Board when a military call-up is in effect and shall expire at its conclusion.
- I. **Active Military Service Status:** Any employee required or volunteering to serve in the Armed Forces of the United States shall be granted leave without pay for such service. Any employee returning from such leave shall be returned to employment, without prejudice, provided application for reemployment is filed within six (6) months following the date of discharge or release from active military duty, and provided further that the School Board shall have up to six (6) months to reassign the employee to duty in the school system.
- J. **Personal Leave:** An employee may be granted, upon request, personal leave without pay for a period not to exceed one (1) school year for reasons not provided elsewhere in this Agreement provided the employee has completed three (3) consecutive years of service.
- K. **Fringe Benefits During Leave:** Any employee granted a leave of absence with or without pay as provided in this Article shall be given the opportunity, unless otherwise provided, to continue insurance coverages in existing school programs and, with the approval of the retirement system, to continue participation in the retirement system during the leave, provided that the premiums for such insurance programs shall be paid by the employee on a monthly basis in advance of the month due. Any such employee may serve as a temporary employee in the District while on leave.
- L. **Temporary Duty Leave:** Temporary duty leave may be granted to employees by the principal or supervisor equivalent in rank for the purpose of:
1. Attending and/or participating in professional meetings relating to educational workshops, seminars or conferences sponsored by professional organizations, colleges, universities or government or private agencies concerned with public school matters.
  2. Visitation for the purpose of observing instructional techniques or programs.
- M. **Early Termination of Leave:** An employee on extended Board approved leave may apply for an early return to Board employment prior to expiration of such leave. The approval for said request shall be at the discretion of the Superintendent.
- N. **Return from Leave:** Upon return from a leave granted under this Article, an employee shall be assigned to his/her former classification.

The School Board shall make an effort to return said employee to his/her former position.

- O. **BTU-ESP Leave:** The BTU-ESP shall be provided up to a combined total of one hundred twenty-five (125) days of leave without pay for the purpose of conducting BTU-ESP business. The BTU-ESP president shall notify the Employee & Labor Relations Director five (5) working days in advance of the requested leave day. The president shall also inform the Employee & Labor Relations Director the purpose and nature of the leave. No more than three (3) consecutive workdays of leave may be utilized by an employee at one time. This leave must be taken in full day increments. It is understood that such leave shall not be unreasonably denied; however, the School Board may deny the leave at the requested time due to the needs of the employee's school/work location. This leave shall not be used by the BTU-ESP for the purpose of campaigning in a representational or de-certification election.

When approved BTU-ESP leave is utilized, the district shall submit an invoice for the actual cost for such employee's salary and benefits and the BTU-ESP shall reimburse the Board for said costs.

- P. **Sick Leave Bank:** The parties mutually agree to establish a Sick Leave Bank (hereafter referred to as the Bank) for employees. Participation in the Bank shall be voluntary. The Bank shall be made operational as soon after the ratification of this contract as possible. The Bank shall be governed by the following procedures:

1. **Creation of the Bank:** The Bank will be established providing that two hundred (200) days have been deposited (one [1] per full-time employee), during an enrollment period extending thirty (30) calendar days from the date such enrollment period is announced to employees. Subsequently, employees may enroll in the Bank only within thirty (30) calendar days of the beginning of the official school year.
2. **Membership Requirements:** Membership in the Bank is voluntary and revocable upon sixty (60) days written notice to the School Board's Employee & Labor Relations Department. Days deposited however, shall remain in the Sick Leave Bank even if an employee decides to cease participation in the Sick Leave Bank. Full-time employees who have been employed full-time for at least one (1) full year, and who have sick leave accrual of ten (10) days at the time of enrollment, may enroll in the Sick Leave Bank by contributing one (1) day of sick leave to the Bank. At the time of the contribution, the sick leave day shall be converted to a monetary sum by multiplying the day donated times the donor's daily rate of pay when contributed.

3. **Sick Leave Bank Committee:** The Committee shall be appointed by the BTU-ESP for the purpose of administering the Sick Leave Bank. The Committee shall:
  - (a) Maintain adequate records relative to all functions of the Bank.
  - (b) Operate the Bank in accordance with rules and procedures mutually agreed to by the parties. However, the Superintendent shall establish and the BTU-ESP will comply with procedures for identifying and recording contributions to and withdrawals from the Bank. The parties authorize the Committee to establish additional administrative procedures necessary for the operation of the Bank as long as said procedures are consistent with and do not change any of the criteria contained in Section P of this Article.
  - (c) Approve/Disapprove all requests for withdrawal from the Sick Leave Bank.
  - (d) Not grant more sick leave days than are available in the Bank.
  
4. **Withdrawal Rights and Procedures:** In the event of catastrophic illness or injury of a participating member necessitating the employee's absence from work over an extended period of time, a participating member may receive paid leave under the following conditions:
  - (a) A withdrawal may be approved only upon the total depletion of the respective employee's accumulated sick leave and vacation leave. In addition, the affected employee must have exhausted or be ineligible for any type of leave granted by the Board related to the accident, illness or injury.
  - (b) The maximum withdrawal for any employee for one (1) illness or injury or complications thereof shall be fifty (50) days.
  - (c) An employee may apply to the Committee for a withdrawal in advance of the depletion of such employee's accumulated sick leave, to be granted, if needed, upon such depletion.
  - (d) Withdrawals shall be in full day units and must be for a minimum of five (5) consecutive days.

- (e) All applications for withdrawal shall be in writing and shall be verified by the Committee. All applications shall be accompanied with a certificate of illness from a licensed physician or from the county health officer. The Committee may submit a request to the Superintendent concerning the implementation of the Bank.
- (f) The salary of a member participating in the Bank will be reduced by any benefits drawn from Workers' Compensation or disability income.
- (g) When days are awarded from the Bank, they will be withdrawn at the receiving party's daily rate of pay.
- (h) The Bank shall not be used for cosmetic surgery.
- (i) The Bank shall be used only for personal illness or injury of the participating member.
- (j) The Sick Leave Bank may be used for complications during pregnancy/delivery, but shall not be used for maternity leave. Applicants may be asked to provide additional information to the Sick Leave Bank committee.
- (k) The Sick Leave Bank shall not be used for purposes of elective surgery when such procedures could be safely performed during non-working times.
- (l) Those applicants with an undetermined recovery period may be asked to provide the Sick Leave Bank committee with intermittent verification of illness.
- (m) The Committee may request a second medical opinion at the applicant's expense.
- (n) Applications will only be approved for an illness or injury which occurred during that fiscal year (July 1st - June 30th).
- (o) Applications for withdrawal can be obtained from the Employee & Labor Relations Department by calling 754-321-2140.

5. **Maintenance of the Bank:**

- (a) Once the Bank is established, there shall be no requirement for an employee to replace the sick leave days withdrawn from the Sick Leave Bank, except as equally required of all

other participating employees. If the Bank is depleted to a point where only four thousand dollars (\$4,000) remains, all members of the Bank shall contribute one (1) day each time the Bank is depleted to this level.

(b) A participating employee who chooses to no longer participate in the Sick Leave Bank shall not be allowed to withdraw any sick leave already contributed to the Sick Leave Bank.

6. **Duration:** The Sick Leave Bank shall remain in existence for the duration of this contract and may be renewed in succeeding contracts.

7. **Indemnification:** The BTU-ESP and members of the bargaining unit shall indemnify and hold the Board and all administrators harmless against any and all claims, demands, suits, or other forms of liability and all court costs arising out of the application of the provisions of this section.

8. (a) Board produced eligibility forms should be sent to only those not in the Sick Leave Bank when additional members are sought for initial enrollment.

(b) The Board shall send to the BTU-ESP a complete list of eligible employees by the end of the first pay period in October.

(c) The Board shall notify the BTU-ESP of new enrollees within thirty (30) calendar days of the close of open enrollment.

(d) The Board shall send to the BTU-ESP an updated sick leave balance statement on a regular basis.

Q. **Donation of Sick Leave to a Family Member:** An employee may donate to or receive from a qualified member of his/her family earned and accrued sick leave in accordance with the following procedures:

1. Qualified family members is defined as a spouse, child, parent, brother or sister who is also employed by the Board.

2. Day/times may not be donated until such time as the recipient has depleted his/her own sick leave and vacation accrual, excluding sick leave pool in which he/she is a participant.

3. Donated days/time shall not be utilized for the purpose of terminal pay or any other program and/or provision that provides pay for accrued sick leave.

4. Donated days/time shall not be utilized for the purpose of personal reasons leave nor shall it be utilized for purpose of meeting requirements for membership in the Sick Leave Bank.
5. Employees shall comply with procedures contained in School Board policy for the donation of sick leave to a family member regarding the exchange of sick leave, the calculation of payments, notification requirements, and other matters not covered in this section.
6. This benefit shall remain in effect as long as State Statute requires. Should State Statute be repealed, the School district shall not be required to continue this benefit.

R. **Bereavement Leave (Sick Leave):** Any employee who suffers the death of an immediate family member shall be granted bereavement leave in the following manner:

1. If the funeral is to be held within 250 miles of the employee's home – the employee shall be allowed to utilize a maximum of four (4) days of sick leave for bereavement purposes.
2. If the funeral is to be held more than 250 miles from the employee's home – the employee shall be allowed to utilize a maximum of five (5) days of sick leave for bereavement purposes.
3. For the purposes of bereavement leave, an immediate family member shall be defined as the spouse, domestic cohabitant, child, stepchild, grandchild, mother, father, sister, brother, parents of domestic cohabitant, mother-in-law, father-in-law, grandmother, grandfather, daughter-in-law, son-in-law, brother-in-law, sister-in-law, domestic cohabitant's sibling(s), grandparents of employee's spouse, grandparents of employee's domestic cohabitant and any other relative residing in the employee's household. Proof of relationship to the deceased may be required.
4. The Board may require proof of death, within thirty (30) days after Bereavement Leave is taken. A copy of the newspaper obituary or the funeral card/program for the deceased are examples of acceptable proof of death.
5. Bereavement leave shall not affect the employee's perfect attendance for the purpose of sick leave buy back.

- S. **Sick Leave Buy Back:** To encourage and reward employees who maintain good job attendance, the parties agree to the following incentive award:

Employees who utilize two (2) sick leave days or less each assigned school calendar year and year-round employees who utilize three (3) sick leave days or less during each assigned school calendar year - upon request - shall receive payment for up to eight (8) days of sick leave, provided the employee worked the full assigned calendar year.\* The following procedures apply to the payment of sick leave under this section.

1. An employee must have a minimum of twenty-five (25) days of accumulated sick leave remaining after the payment for unused sick leave under this section.
2. The payment of this incentive shall be paid to eligible employees no later than October 31<sup>st</sup> of the school year following the school year in which the employee qualified for the incentive pay.
3. For purposes of this section, sick leave shall be defined pursuant to all sections of F.S.1012.61.
4. Days for which such award payment is received shall be deducted from the accumulated leave balance.
5. Payment shall be equal to the number of eligible days times the affected employees daily rate of base pay times eighty percent (80%).

- T. **Earned Annual Leave:** All unit employees working on a calendar that is 241, 242, 243, or greater shall be eligible for annual leave. Employees shall accrue annual leave according to the following provisions:

1. All requests shall receive prior approval and signed by the Administrator or immediate Supervisor. Requests shall not be unreasonably denied.
2. Eligible employees shall accrue leave according to the following schedule on an annual basis:
  - a. Five (5) complete years of service or less - one (1) day per month.
  - b. More than five (5) complete years of service, but less than ten (10) complete years of service - one and one quarter (1.25) days per month.

- c. Ten (10) complete years of service or more – one and one-half (1.5) days per month.
  - d. Fifteen (15) complete years of service or more – two (2) days per month.
3. Total accrued vacation may not exceed fifty (50) days from one (1) fiscal year to the next.
4. An employee who is hired prior to the fifteenth (15<sup>th</sup>) of the month shall be given credit for earned annual leave for that month. Any employee hired prior to January 1 shall receive a year of service toward earned annual leave for that year. Annual leave time may be used as earned with prior approval. At the end of each fiscal year, unused annual leave shall be carried forward to the following year.
5. Permanent, part-time employees shall earn a pro-rata share of earned annual leave for a full-time employee.

U. **Family and Medical Leave:** The Board will provide family and medical leave for qualified employees pursuant to the provisions of the Family and Medical Leave Act (FMLA) of 1993. The parties agree that the provisions outlined below are the eligibility standards for the FMLA.

1. A leave of absence under this agreement for a full-time employee shall be granted for a total of twelve (12) work weeks during any school year (July - June) for one of the following reasons:
  - a. Birth of a son or daughter of the employee and in order to care for such son or daughter.
  - b. Placement of a son or daughter with the employee for adoption or foster care.
  - c. Care for the spouse, or a son, daughter, or parent, of the employee, if such spouse, son, daughter, or parent, has a serious health condition.
  - d. A serious health condition that makes the employee unable to perform the functions of the position of such employee.
2. For purposes of this agreement, an "eligible employee" means an employee who has been employed:
  - a. for at least twelve months by the Board; and

- b. for at least 784 hours of service with the Board during the previous twelve month (July-June) period.
3. Employees who are part-time unit members (not less than four [4] hours per day) shall be eligible for a pro-rata amount of twelve (12) weeks of leave. For example, an employee who is sixty (60) percent of full-time is eligible for 7.2 weeks of leave or 36 days.
4. If both a husband and wife are employed by the Board, the aggregate number of workweeks of leave to which both may be entitled is twelve (12) workweeks.
5. Employees who are on leave granted under this agreement who are eligible and receive Board provided group health insurance when actively working for the Board shall maintain this coverage for the duration of such leave. Employees who pay for dependent insurance and other types of Board offered insurance coverage must make arrangements before going on leave or in emergency situations, as soon as possible thereafter, to make direct premium payments to the Board while on leave to continue this coverage.
6. Family leave as outlined in number one above, subsections a & b above, shall not be taken intermittently. The affected employee must take a minimum of four (4) weeks of leave.
7. Medical leave as outlined in number one above, subsection c & d may be taken intermittently when medically necessary. Under such circumstances, the employee must try to schedule the leave so as not to unduly disrupt the employer's operations. Also, the Superintendent may place the employee in an alternative position which better accommodates intermittent leave.
8. The Board shall require a medical certification from eligible employees who request medical leave under the FMLA. The form will be provided by the Superintendent and the completed form must be returned within five (5) working days. This deadline may be extended in unusual circumstances as determined by the Superintendent.