

## ARTICLE V

### LEAVE PROVISIONS

#### V.1 GENERAL LEAVE PROVISIONS

- A. Employees who utilize approved paid leave shall not lose benefits, seniority, or pay.
- B. Employees shall have the right to take approved leave without pay. Employees on approved leave without pay shall not lose accrued leave, benefits, or seniority.
- C. ~~Employees shall not be requested or required to sign blank leave forms for any type of leave.~~
- D. At the employee's discretion, personal leave or appropriately documented earned compensatory time may be used for days when school is not in session, i.e. Fall, Winter and Spring Breaks, and which are not designated as paid holidays, but will not be used to extend the employees normal contracted year.
- E. When an employee puts in an advance request for leave, he/she shall receive a response (approved or denied) within five (5) working days.
- F. No employee shall receive adverse comments from their supervisor for requesting paid leave.

#### V.2 ANNUAL LEAVE

- A. To be eligible for annual leave, an employee must be a twelve (12) month employee and have worked a minimum of three (3) months; however, annual leave will start accumulating from the date of employment.
- B. Annual leave and designated holiday pay shall be the same amount the employee would have earned on his/her regular job (to a maximum of forty (40) hours per week) had he/she worked on that day. The employee's set-up hours shall be used to compute the daily rate of pay for annual leave and holiday pay.
- C. Completed annual leave requests shall be submitted to the appropriate supervisor for approval. After submission of the leave request, the supervisor shall notify the employee when possible, within five (5) working days if the leave is approved or denied. An explanation will be given to the employee if the leave is denied. When possible, employees with seniority will be given priority when requesting annual leave.
- D. For twelve (12) month employees, annual leave will accrue at the rate of one (1) day per month during the first five (5) years of service; one and one-fourth (1 ¼) days per month from six (6) years through ten (10) years of service; and one and one-half (1 ½) days per month thereafter. Employees may accrue up to five hundred (500) hours of annual leave.

- E. Accumulated leave shall be posted June 30 of each fiscal year. The amount of annual leave an employee may carry forward on June 30 will be 62.5 days multiplied by the employee's set-up hours. No employee may carry forward more than five hundred (500) hours of annual leave to the next fiscal year.
- F. ~~No sick or injured employee shall be required to take annual leave.~~
- G. Employees may elect to use leave without pay instead of annual leave, personal leave, or compensatory time during unpaid breaks or other off times.
- H. Upon normal retirement or termination of employment, employees hired on or before June 30, 1995, shall be paid one hundred percent (100%) of accrued annual leave up to five hundred (500) hours. Employees hired on or after July 1, 1995, shall be paid one hundred percent (100%) of accrued annual leave up to four hundred eighty (480) hours.
- I. Annual leave may be used for sick leave provided employees do not have sick leave on the books. Sick leave shall not be used for annual leave. If, while on annual leave, an employee qualifies for the use of sick leave, the employee shall be allowed to use sick leave.
- J. Requests for annual leave shall be approved in advance by the appropriate supervisor.
- K. All annual leave earned prior to July 1, 2003, by employees who work less than twelve (12) months shall be retained by the employees and, at the employee's discretion, may be used during their regular scheduled work year or retained for payment upon termination of employment. Annual leave shall not be used to extend the employee's regular work year.
- L. Any employee that transfers from a twelve (12) month position to a ten (10) or eleven (11) month position shall retain all annual leave earned. At the employee's discretion, this leave may be used during their regular scheduled work year or retained for payment upon termination ~~or~~ of employment. Annual leave shall not be used to extend the employee's regular work year.
- M. Terminal Pay Plan for Annual Leave
  1. Upon normal retirement or termination of employment, employees hired on or before June 30, 1995 shall be paid one hundred percent (100%) of accrued annual leave up to five hundred (500) hours. Employees hired on or after July 1, 1995 shall be paid one hundred percent (100%) of accrued annual leave up to four hundred eight (480) hours.
  2. The employee's terminal annual leave pay will be transferred to an individual account in a 401A/403 B Retirement Plan, the Special Pay Plan, as follows:
    - a. For each employee for which terminal annual leave pay is due, either upon entering DROP, or at retirement, the District will transfer the terminal annual leave pay to the employee's 401A/403B account.

- b. Employee participation in the plan is mandatory for all members of the bargaining unit who have terminal annual leave pay equal to or greater than \$1,000.00. Terminal annual leave pay which is less than \$1,000.00 will be paid directly to the employee and will be subject to normal payroll taxes.
- c. The transfer of the terminal annual leave pay to the employee's 401A/403B account will occur in a timely manner with minimal waiting.
- d. The employee may withdraw funds from the account in accordance with IRS rules.
- e. Employee contributions to the 401A/403B will not exceed IRS limitations. See 26 USC §415.
- f. Distributions and withdrawals from the Special Pay Plan will be made to the employee in a timely manner and in accordance with the Plan Document.
- g. Any changes to the Special Pay Plan will be agreed to by a joint District/Union committee and will be in accordance with IRS regulations.

### V.3 **SICK LEAVE**

- A. ~~Each member of the bargaining unit~~ **Full-time employees** shall be entitled to four (4) days sick leave **at the end of the first month of** ~~upon the initial employment date~~ and shall thereafter earn one (1) day of sick leave for each month of employment. However, no member shall be entitled to earn more than one (1) day times the number of months of his/her employment during the year of employment. Sick leave must be accrued prior to utilization. The employee shall notify the immediate supervisor prior to, or within one (1) hour, of the start of the work day when an employee is using sick leave, except in case of extreme emergency. Each work site shall have a designated phone line with voice mail capability for employees to use when calling in for absences. (Exception: Bus Operators and Bus Assistants shall notify the Transportation Department prior to the start of their work day when the employee is using sick leave, except in case of emergency. Such notification shall be to a dedicated phone line in the Transportation Department where the employee may leave a message.)
- B. In the event that five (5) or more consecutive sick leave days are necessary, the employee may, at the request of the appropriate supervisor, be required to provide verification of illness.
- C. In certain circumstances, employees who are habitually absent may be required by his/her immediate supervisor to provide verification of illness upon request. This may be earlier than five (5) days as outlined in V.3B above.
- D. The School Board shall offer to employees, the benefit of the Sick Leave Pool established by School Board Rule.

- E. The employee's set up hours shall be used to compute the daily rate of pay in computing sick leave.
- F. Personnel who are unable to perform duties due to personal sickness, accident, disability, or extended personal illness or due to illness of spouse, parent, grandparent, sibling, child, stepchild, or grandchild, and consequently have to be absent from employment shall be granted sick leave by the appropriate administrator.
- G. Employee Sick Leave Donation
  1. Employees may donate their accrued sick leave to any other eligible, qualifying district employee provided the following requirements have been met. The donor-employee must have more than ten (10) days of accrued sick leave in order to donate and must maintain a balance of ten (10) days or more of accrued sick leave after the donated sick leave is transferred. Applications must be submitted to the Department of Human Resource Services on the Employee Sick Leave Transfer Application. All applications must be completed and signed by the donor- employee.
  2. Employees with a verified illness, accident, or injury requiring extended leave of five (5) days or more are eligible to receive donated sick leave. Illness, accident, or injury is defined as personal sickness, accident disability, or extended personal illness, or because of illness or death of father, mother, brother, sister, husband, wife, child, or other close relative, or member of his or her own household (F.S. 1012.61) . A Certification of Healthcare Provider for Employee/Non-Employee's Medical Condition completed by the treating physician must be submitted to the Department of Human Resource Services by the recipient employee. The recipient employee may be required to provide additional documentation prior to approval of sick leave donation.
  3. A recipient employee may not use the donated sick leave until all of his/her sick leave has been depleted, excluding sick leave from the Sick Leave Pool (SLP), provided the recipient employee participates in the SLP. When sick leave donation application is made for a death, the recipient employee must provide a copy of the obituary or other substantiating documentation prior to approval of sick leave donation.
  4. Employees seeking to receive donated sick leave may request through the Human Resources ~~Leave Coordinator~~ **Department** to choose to have an electronic request sent to the site secretary of the requesting employee's school or department and/or to an additional work location(s). If appropriate information is provided and approved, the **designated** Human Resources ~~Leave Coordinator~~ **specialist** will provide this request on behalf of the employee seeking donated leave.
  5. Donated sick leave shall be credited to the receiving employee for any sick leave taken after sick leave donation application (Appendix I). All donated sick leave shall be distributed in chronological order according to the date of donation application, and any unused transferred sick leave shall be returned to the donor-employee whose donated sick leave has not yet been used as per F.S. 1012.61.

H. Terminal Pay for Sick Leave

1. In order to encourage and reward employees who exercise particular care in the maintenance of their personal health and job attendance, the Board will provide terminal pay to an employee at retirement or his/her beneficiary(ies) if service is terminated by death, such terminal pay to be determined as follows:
  - a. During the first three (3) years of service in Escambia County, the daily rate of pay multiplied by thirty-five percent (35%) times the number of days of accumulated sick leave.
  - b. During the next three (3) years of service in Escambia County, the daily rate of pay multiplied by forty percent (40%) times the number of days of accumulated sick leave.
  - c. During the next three (3) years of service in Escambia County, the daily rate of pay multiplied by forty-five percent (45%) times the number of days of accumulated sick leave.
  - d. During the next three (3) years of service in Escambia County, the daily rate of pay multiplied by fifty percent (50%) times the number of days of accumulated sick leave.
  - e. During and after the thirteenth (13th) year of service in Escambia County, the daily rate of pay multiplied by one hundred percent (100%) times the number of days of accumulated sick leave.
2. The employee's terminal Sick Leave Pay will be transferred to an individual account in a 401A/403B Retirement Plan, the Special Pay Plan, as follows:
  - a. For each employee for which terminal sick leave pay is due, either for early pay-out, at retirement or if service is terminated by death, the District will transfer the terminal sick leave pay to the employee's 401A/403B account.
  - b. Employee participation in the plan is mandatory for all members of the bargaining unit who have terminal sick leave pay equal to or greater than \$1,000.00. Terminal sick leave pay which is less than \$1000.00 will be paid directly to the employee and will be subject to normal payroll taxes.
  - c. The transfer of the terminal sick leave pay to the employee's 401A/403B account will occur in a timely manner with minimal waiting.
  - d. The employee may withdraw funds from the 401A/403B account in accordance with IRS rules
  - e. Employee contributions to the 401A/403B account will not exceed IRS limitations. See 26 USC §415.

- f. Distributions and withdrawals from the Special Pay Plan will be made to the employee in a timely manner with minimal waiting and in accordance with the Plan Document.
- g. Any changes to the Special Pay Plan will be agreed to by a joint District/Union committee and will be in accordance with IRS regulations.

I. Early Payout of Sick Leave Terminal Pay Benefits

- 1. Employees may submit a written resignation to the Human Resources Department a maximum of five (5) years in advance of their declared retirement date or submit a resignation date under the Deferred Retirement Option Program (Article VI.5). This written resignation may be revoked only in the event of a catastrophic occurrence that leaves the employee financially devastated. A standing committee consisting of one representative from each bargaining unit, appointed by that unit, and one representative appointed by the Superintendent, shall look at each case on an individual basis. If the resignation is revoked, the employee is still subject to all rules and regulations established under the appropriate State Statutes.
- 2. Upon completion of the first year of DROP or the first year of declared irrevocable retirement date, the employee will be eligible to start distribution of pre-retirement sick leave. Employees may, at their option, receive in advance a pro rata portion of the terminal pay provided above based on their current compensation rate as follows:
  - a. Five (5) years in advance of the retirement date, one fifth (1/5) of terminal pay shall be paid upon submission of the retirement notification; one fourth (1/4) of the remaining terminal pay shall be paid after one (1) year of notifications; one third (1/3) of the remaining terminal pay shall be paid after two (2) years of notifications; one half (1/2) of the remaining terminal pay after three (3) years of notification; and the balance at the effective date of retirement.
  - b. Four (4) years in advance of the retirement date, one fourth (1/4) of terminal pay shall be paid upon submission of the retirement notification; one third (1/3) of the remaining terminal pay shall be paid after two (2) years of notification; one half (1/2) of the remaining terminal pay after three (3) years of notification; and the balance at the effective date of retirement.
  - c. Three (3) years in advance of the retirement date, one third (1/3) of terminal pay shall be paid upon submission of the retirement notification; one half (1/2) of the remaining terminal pay shall be paid one (1) year after notification; and the balance at the effective date of retirement.
  - d. Two (2) years in advance of the retirement date, one half (1/2) of terminal pay shall be paid upon submission of the retirement notification; one half (1/2) of the remaining pay one (1) year after notification; and the balance at the effective date of retirement.

- e. One (1) year in advance or during the year in which the employee retires terminal pay may be divided into two (2) payments. One half (1/2) will be paid on or prior to December 31 and the balance at the effective date of retirement.
- f. To compute the annual retirement benefits as outlined above, the daily rate of pay shall be determined by the number of days the employee must be on the job to earn the annual salary for that year.
- g. Each employee's Notice of Participation in this program shall be maintained in a separate file of participants with a copy in the individual employee's file. The resignation shall be presented to the Board for final acceptance only at the designated time of retirement.

#### V.4 **MATERNITY LEAVE / PATERNITY LEAVE**

Employees may apply for maternity/paternity leave of absence for childbearing or child rearing for up to one (1) year, provided sufficient notice is given for the appropriate supervisor prior to the commencement of leave. Maternity/Paternity leave is without pay. Accrued annual leave and/or accrued sick leave may be used for maternity/paternity leave at the discretion of the employee.

#### V.5 **MILITARY LEAVE**

Reservists and National Guardsmen required by official order to report for active duty during the work time shall be granted Military Leave in accordance with State and Federal Laws. The Board may pay the employee the difference between her/his active duty pay and their regular rate of pay and there shall be no loss of seniority. Benefits associated with required active duty will be in accordance with the Life, Health and Dental coverage approved by the Board. The employee shall notify the Human Resources Department of upcoming duty promptly and shall be required to furnish a copy of the military orders which require the employee's absence from normal working duties.

#### V.6 **JURY DUTY LEAVE / LEGAL DUTY LEAVE**

- A. When an employee is required to serve on jury duty, the Board shall pay the difference between the amount the employee is paid as a juror and the amount the employee would have received had the employee worked his/her regular shift. If the jury duty does not conflict with the employee's normal work hours, the employee shall keep the jury duty and stipend and suffer no loss of wages or time.
- B. When an employee is selected to serve on jury duty, the employee will not be required to report to work in the morning, but in the event any employee is released from jury duty, such employee shall report as soon as possible to his/her supervisor for work. The employee shall notify his/her immediate supervisor as soon as possible after receipt of notification of his/her selection for jury duty.
- C. Any employee, who in place of the employee's normal work, at and upon the request of the Board attends any legal proceedings involving the Board, directly or indirectly,

or performs other work pertaining to and upon the direction of the Board shall be paid as if engaged in the employee's normal work, plus mileage if the employee's personal vehicle is used. If said proceeding occurs prior to or after normal work hours, the time shall be considered an after-hours call out.

#### V.7 **PROFESSIONAL LEAVE**

Professional Leave is defined as leave to attend or participate in conferences, conventions, workshops, meetings and/or to enroll at an accredited college, university, or approved vocational training program for periods of short duration. Conferences, conventions, workshops, and/or other meetings sponsored by Escambia ESP, FEA, NEA, AFT and/or other professional organizations shall meet the requirements of this Article. College or vocational training programs which are job related or would be beneficial and are approved by the District shall meet the requirements of this Article.

#### V.8 **TEMPORARY DUTY LEAVE**

- A. Personnel may be assigned to Temporary Duty by the appropriate administrator for the purpose of performing educational services, including participation in school surveys, professional meetings, study courses, workshops, etc.
- B. A leave form denoting "Temporary Duty" shall be completed and approved in advance by the appropriate administrator in order for the time spent away from regular duties to be classified as Temporary Duty Leave.

#### V.9 **GENERAL LEAVES OF ABSENCE**

- A. The Board may, at its discretion, grant a leave of absence for up to one (1) year as a non-paid leave of absence, upon written request from a member of the bargaining unit. The Board may, upon request from said employee, extend such leave for an additional one (1) year period.
- B. An employee returning from an approved leave of absence within one (1) **fiscal** year will notify the Board prior to the return date and will be reassigned by the Superintendent to their former position. Employees returning ~~after one (1) year (extended illness excluded)~~ **in a new fiscal year** shall be assigned to their former position or a similar position.
- C. An approved Leave of Absence without pay does not constitute a break in service or seniority.
- D. An employee who works for another employer during such leave or who gives a false reason for leave, may be subject to disciplinary action.
- E. Should an employee fail to report to work on the work day following completion of a leave of absence without a valid excuse, the employee shall be subject to disciplinary action up to and including termination.



- F. An employee on unpaid leave of absence does not accrue sick or annual leave, and does not receive pay for any designated paid holidays that occur during the period of the unpaid leave of absence.
- G. Employees on approved unpaid leave shall have the option to remain an active participant in available fringe benefits, insurance and retirement programs by contributing the amount necessary to pay the total premiums, to the extent that such participation is allowed by law.
- H. Prior to returning to work following a medical leave of absence, an employee may be required by the District to obtain a medical certification or release from a medical doctor qualified to treat the condition and who has access to the medical records regarding the condition for which the employee was on the medical leave.

#### V.10 **PERSONAL LEAVE**

- A. ~~Each~~ **Full-time** employees shall be granted six (6) leave days each year for his/her use for personal reasons at the employee's discretion during the employee's regular scheduled work year in that fiscal year (July 1-June 30). Such leave shall be charged against the employee's accumulated sick leave and shall be non-cumulative. The employee shall not be required to give reasons for such leave except that the leave is for personal reasons. Requests for personal leave shall be filed with and approved by the employee's supervisor. If the department head determines that the number of persons on personal leave will not adversely affect the department operations, the leave request shall be honored. After submission of the leave request, the supervisor shall notify the employee in a reasonable amount of time if the leave is approved or not approved. An explanation will be given to the employee if the leave is denied.
- B. With three (3) days prior notice to the ~~Board~~ **administrator/supervisor**, an employee may cancel his/her personal leave.
- C. If an employee requests personal leave beyond six (6) paid days in a year, that leave will be without pay.

#### V.11 **BEREAVEMENT LEAVE**

A full-time employee who has exhausted all available leave may apply for up to three (3) days paid bereavement leave in the event of a death in his/her immediate family to make funeral arrangements or to attend the funeral. Immediate family is defined as a spouse, parent, **current in-law**, grandparent, sibling, child, stepchild, or grandchild. An employee may apply for a maximum of three (3) days paid bereavement leave per fiscal year. Bereavement leave is not accumulative. Employees will not be paid bereavement for days not scheduled to work. Employees are required to provide a copy of the obituary or other satisfactory document to be attached to the leave request.

#### V.12 **ILLNESS IN THE LINE OF DUTY LEAVE**

Leave with pay for illness or accident incurred in the performance of duty shall be as provided by law. Any employee who must be absent from duty due to personal injury received in the performance of duties or due to illness certified by a physician to be from a contagious or infectious disease (except respiratory illnesses) contracted in school work or for a work related on the job injury shall be entitled to injury/illness in line of duty leave. Such leave shall be authorized for a period not to exceed ten (10) days per fiscal year and shall be applicable only to the year during which the injury/illness occurred. Authorization for additional leave due to unusual circumstances may be granted by the Board. Pay will be at the employee's established rate of pay. Such authorized leave shall not be deducted from the employee's accumulated sick leave.

### V.13 **WORKERS' COMPENSATION LEAVE**

- A. Members of this bargaining unit shall be covered by appropriate Workers' Compensation Program as provided by the laws of the State of Florida. The District shall provide assistance to members of this unit to ensure that quality benefits are provided to employees who qualify.
- B. Employees on Workers' Compensation returning to light duty shall be required to perform only the duties as prescribed by a licensed physician. Employees returning from light duty assignment shall notify their immediate supervisor prior to their return date. Employees who are injured (not related to job injury) may, at the discretion of the District, be assigned to "light" duties in accordance with appropriate authorization from their physician.
- C. Employees on Workers' Compensation may elect to use accrued leave to make up for the difference in pay between their regular salary and the amount they earn under Workers' Compensation.

### V.14 **COMPENSATORY TIME AND TIME OFF**

- A. Compensatory time and compensatory time off is defined as hours during which an employee is not working, which are not counted as hours worked during the applicable work week or other work period for purposes of overtime compensation, and for which the employee is compensated at the employee's regular rate as defined in the Fair Labor Standards Act 29 CFR §553.21(6)(B). Compensatory time off may be used in any increment and at any time agreed to by the employee and the appropriate Director/Administrator. If such mutual agreement is not reached, the Director/Administrator may, with a minimum of ten (10) working days' notice, require the employee to use his/her unused compensatory time. Nothing contained in this provision or elsewhere in this Agreement shall preclude employees from receiving overtime pay for overtime work. [Exception: Bus Operators and Bus Assistants shall not earn nor use compensatory time; rather they shall receive pay for all overtime worked.]
- B. Towards the end of the fiscal year, an employee will not be required to use compensatory leave time if it would cause the employee to lose accrued annual leave in excess of the maximum number of allowable hours.

- C. Employees who have accrued two hundred forty (240) hours of unused compensatory time shall, for additional overtime hours worked, be paid overtime compensation as defined by the Fair Labor Standards Act. [One hundred sixty (160) hours of overtime worked represents two hundred forty (240) hours of compensatory time earned and compensatory time off.]
- D. Except in case of emergency, earning compensatory time requires specific prior approval from an appropriate supervisor, director, or administrator.
- E. An accurate accounting of earned and used compensatory time and time off for each employee shall be maintained by the appropriate administrator and shall be made available to the employee upon request. Compensatory time balances shall carry forward to the next fiscal year.
- F. Upon termination or retirement, payment for unused compensatory time shall be made at the employee's current straight time hourly rate.
- G. Payments for unused compensatory time may be made at intervals as determined by the District. The employee will be notified thirty (30) days in advance if such payment is to be made.
- H. At the beginning of each work year, the appropriate administrator at each worksite or department shall provide in writing, to all employees, the worksite or department's policy on compensatory time.

V.15 **FAMILY AND MEDICAL LEAVE**

Employees shall be entitled to Family and Medical Leave and associated benefits in accordance with the Federal Family and Medical Leave Act of 1993, as amended, and in accordance with School Board Policy.

V.16 **LEAVES DEFINITIONS**

- A. “Set-up hours” are defined as the daily number of hours an employee is scheduled to work on a regular basis, as determined through District staffing procedures. Because set-up hours are subject to change for Bus Operators and Bus Assistants, the Bus Operator Committee will establish procedures for determining “set-up hours” for that classification of employees.
- B. Calculation of pay for a “day” of leave shall be equivalent to the employee’s set-up hours.