

## ARTICLE 12

### Temporary Duty, Leaves of Absence, and Holidays

- 12.1 ~~Annual leave shall be applied for at least five (5) working days in advance of the date leave is to commence.~~
- 12.2 Leaves may be taken in increments of one hour.
- 12.3 Employees may be assigned by the District to be temporarily absent from their regular duties and places of employment with pay and substitutes, if necessary. Such assignments may be initiated by the employee through the facility manager. Employees may be granted expenses as prescribed by School Board Policies.
- 12.4 Paid Leaves:
- A. Sick **Paid Time Off** Leave

Sick **Paid Time Off** leave is defined **compensated time away from the workplace provided by Bay District Schools to employees for those employees to use as they see fit. "Sick Leave", "Personal Leave" and "Annual Leave" shall now be considered as Paid Time Off (PTO). Support employees will not be required to give reasons for PTO.** ~~as personal illness or disability of the employee or illness or death of a member of the immediate family. "Immediate family" shall be defined as a spouse, parent, child, brother, sister, grandparent, parent-in-law, other close relative, or any relative or dependent who resides within the employee's household.~~

Each employee employed on a full-time basis shall be entitled to four (4) days of sick **PTO** leave as of the last day of the first month of employment of each contract year and shall thereafter earn one day of sick **PTO** leave for each month of employment, which shall be credited to the member at the end of the month and which shall not be used prior to the time it is earned and credited to the member; provided, that the member shall be entitled to earn no more than one (1) day of sick **PTO** leave times the number of months of employment during the year of

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~~employment; provided, that such leave shall be taken only when necessary because of sickness as herein described. Such sick **PTO** leave shall be cumulative from year to year, and provided further, there shall be no limit on the number of days of sick **PTO** leave an employee may accrue. 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. 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 above. The employee shall be notified in advance when the requirement to provide verification earlier than 5 days is to be requested.~~

Any full-time employee may donate his or her accrued sick **PTO** leave to any other full-time employee of the District subject to School Board policy.

B. Outside Accumulation

Unused accumulated sick leave acquired by an employee in another Florida school district shall be accepted in Bay County according to the terms of this paragraph as follows: For each day of sick leave earned by said transferring employee in this school district, said employee shall be entitled to another day of credit from the verified accumulated sick leave in another Florida school district.

C. Personal Leave

~~Each employee shall be entitled to six (6) days leave for personal reasons each school year. Such leave shall be charged to the employee's accrued sick leave and shall not be cumulative. Personal leave may not be taken on the work days preceding or following a holiday except with the approval of the facility manager. If Bay Base is open during a period of time that the remainder of the School System is closed, Bay Base employees must be pre-approved by their supervisor five days in advance of the time the School System is closed in order to take personal leave during this time. Employees will not be required to give reasons for personal leave.~~ **Paid Time Off (PTO) will be reported as "sick" leave for the purpose of transferring leave balances to other districts or eligible employers.**

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D. Illness-In-Line-Of-Duty

Any employee shall be entitled to illness-in-the-line-of-duty with full pay when the employee 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 at their work site. Such leave shall not exceed ten (10) work days during any school year and must be applied for within five (5) work days of returning to work. Use of such leave shall result in no reduction of the employee's accumulated sick **PTO** leave. If an employee is absent more than ten (10) days the following options shall be available:

1. Continue the Workers' Compensation benefits.
2. Substitute sick/annual leave in place of Workers' Compensation benefits.

E. Verification of Leave

The necessary forms for verification of the reasons for absence will be available. Employees must submit the forms electronically the first day they return to work.

F. Jury Duty

Any employee called for jury duty during school hours or who is subpoenaed to testify during school hours in any judicial or administrative matter shall be entitled to full salary for such time. (This does not apply to plaintiffs.)

G. Annual Leave

All personnel on a 12-month basis shall be entitled to annual leave cumulative to no more than 480 hours at the end of any fiscal year. In instances when the employee cannot use the accumulated leave due to the action of the Board, the hours accumulated shall be unlimited. **Such earned leave shall be added to and considered as PTO leave.**

The annual leave allowance shall be\*:

- 4 hours monthly.....0-4 year employees
- 6 hours monthly..... 5-9 year employees

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8 hours monthly.....10-14 year employees  
10 hours monthly.....15 years and up employees

\*These hours are based on an 8-hour scheduled work day; therefore, 12-month employees who work less than 8 hours would receive a pro-rated amount.

Employees that were twelve-month employees who were involuntarily reassigned are at liberty to take their annual leave as if they were still on a twelve-month contract. Both parties recognize that earned annual leave can be taken by any employee as outlined with the BESPAs contract.

Credit for annual leave shall be posted as of the last day of each month. Annual leave shall be scheduled so there will be minimum disruption of the school system. Annual leave shall not be earned while an employee is on Workers' Compensation.

Upon termination, employees shall be paid for unused annual leave accumulated prior to June 30, 1994 up to 408 hours. Such payment shall be made at the rate of pay by which the person was paid on June 30, 1994.

In the event of death of the employee, payment of the unused ~~annual~~ **PTO** leave accumulated at the time of death shall be made to the person's beneficiary, estate, or as provided by law. The employer will provide at least fourteen (14) days' notice of the cancellation of annual leave.

~~An employee who earns annual leave and changes his/her job classification to a position that does not earn annual leave, must use the leave before the beginning date of the new position. In instances when that is not possible, such accumulation shall be carried by the Board until the employee returns to a job classification which earns annual leave or terminates employment with the District at which time the accumulated leave shall be treated as though the employee had continued to hold a position which earned annual leave.~~

Years of service for the purpose of computing annual leave shall be interpreted to mean the years of service as an employee of the Bay County School Board in a full-time (52 weeks annually) position. Years of service in positions of employment with the Bay

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County School Board of less than 52 weeks annually do not qualify for annual leave and that service will not be considered when an employee transfers to a 52-week position.

H. Military Leave

All officers or employees of the School Board who are commissioned reserve officers or reserve enlisted personnel in the United States military or naval service or members of the National Guard, shall be entitled to leave of absence from their respective duties, without loss of pay, time or efficiency rating, on all days during which they shall be engaged in field or coast defense exercise or other training ordered under the provisions of the United States military or naval training regulations for such personnel when assigned to active duty; provided that leaves of absence granted as a matter of legal right under the provisions of this section shall not exceed 17 days in any one annual period; provided, further, that leaves of absence for additional or longer periods of time without pay for assignment to duty with civilian conservation corps units or other functions of a military character may be granted shall have the force and effect of other leaves of absence authorized by this section.

Copies of all official orders are required to be provided to the Human Resources Department.

I. In the event the facility manager closes the facility and the employee does not wish to take annual leave or unpaid leave the employer will find the employee a job within the District.

12.5 Unpaid Leaves:

A. Maternal/Paternal Leave

A maternity/paternity leave of absence without pay shall be granted to an employee for the purpose of child bearing and/or child rearing as follows:

1. An employee has up until the birth of his/her child to apply for paternity/maternity leave. The employee has the following leave options for maternity/paternity leave:
  - a. Thirty (30) working days
  - b. Sixty (60) working days
  - c. An academic semester

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d. Two academic semesters

An employee who is pregnant may continue in active employment as late into her pregnancy as she desires, provided, upon the request of her immediate supervisor, her physician certifies that she is able to properly perform her required assignment.

2. Upon request, an employee adopting a child may request leave at the time of receiving de facto custody of said child, or prior to receiving such custody, if necessary in order to fulfill the requirements for adoption. This leave shall not be more than one (1) year.

B. Child Care Leave

Unpaid leave of one (1) school year or the balance of a school year shall be granted for child care, provided that such leave is substantiated by a physician's recommendation. Other types of child care leave may be approved by the Superintendent. While on child care leave, no individual shall take additional employment outside the school system.

C. Enhanced Personal Leave

~~Continuous contract~~ **All** employees may be granted enhanced personal leave without pay up to one (1) year with the approval of the Superintendent. A request for additional leave will be granted on a case-by-case basis. A valid reason explaining the circumstances and necessity for such leave shall be submitted. Annual contract employees may be granted enhanced personal leave for professional improvement in the field of education.

D. Overused Sick Leave

In the event an employee uses up his/her sick **PTO** leave, he/she may apply for overused sick leave for the employee's illness or to care for a member of the employee's immediate family who is ill. A doctor's statement of the employee's inability to work or family member's incapacity may be required. Holidays shall not be earned while an employee is on overused sick leave. Insurance will be paid in accordance with the Family Medical Leave Law.

E. Personal Leave

Employees may be granted personal leave without pay up to a maximum of ten (10) working days per school year.

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## 12.6 Return from Leave

An employee granted unpaid leave pursuant to this article shall have the following reemployment rights:

- A. Leave granted pursuant to this article shall not extend beyond the end of the school year in which said leave is granted.
- B. The employee must notify the Human Resources Department not later than March 1, in writing, of his/her intent to return the next school year. Failure to notify the Human Resources Department by March 1 shall result in loss of any and all employment rights the employee may have had. The Board shall supply a list of employees on approved leave to the Union on or before February 15. Any unpaid leave applied for after March 1 must include a letter of intent as to whether the employee will return, or not return, to work.
- C. The employee shall be returned to his/her former position if a vacancy exists or to a substantially equivalent position.

## 12.7 Family Medical Leave

### A. Eligibility:

All full-time employees covered by this agreement who have worked for the Board at least twelve (12) months preceding the start of leave may be entitled to a total of twelve (12) work weeks of leave during any twelve (12) month period when leave is taken for one or more of the following circumstances:

- 1. The birth of a son or daughter of an employee and to care for the child.
- 2. The placement of a son or daughter with an employee for adoption or foster care.
- 3. To care for the spouse, son, daughter or parent of an employee, if the family member has a serious health condition.
- 4. The employee is unable to perform the functions of the position because of the educational support personnel's own

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serious health condition.

A "serious health condition" is an illness, injury, impairment, or physical or mental condition that involves: (1) inpatient care at a hospital, hospice or residential medical care facility; or (2) continuing treatment by a health care provider.

In the case of the birth or placement of a child for adoption or foster care, the employee's entitlement to leave expires at the end of the twelve (12) month period beginning on the date of the birth or placement.

Leave Year: An eligible employee is entitled to take up to twelve (12) weeks of FMLA leave in any twelve (12) month period to be measured forward from the first date of leave.

Where both spouses work for the Board, their total, combined leave in any twelve (12) month period is limited to twelve (12) weeks if leave is taken for the birth or adoption of a child.

B. Intermittent or Reduced Schedule Leave

Intermittent Leave for Planned Medical Treatment: This leave may be taken when the employee or the spouse, child or parent of the employee has a serious medical condition and it is foreseeable that the employee will need short periods of time off. Intermittent leave may be taken in increments of one or more days or partial days, separated by increments of one or more days or partial days at work.

When medically necessary, intermittent or reduced schedule leave can be taken in cases of a serious health condition, either an employee's own or that of a family member. Intermittent or reduced leave schedule is not available for the birth or replacement of a son or daughter. Employees seeking intermittent or reduced schedule leave based on planned medical treatment are required to produce medical certification outlining the dates and which treatment is expected and the duration of the treatment. Employees are expected to make a reasonable effort, subject to the health care provider's approval, to schedule treatment so as to not unduly disrupt the Board's operations. Employees are also required to give the Board through the Human

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Resources Department, thirty (30) days' notice or as much notice as is practicable of their intentions.

In the event an employee requests intermittent or reduced schedule leave due to a family member's or the employee's own serious health condition, the employee may be transferred by the Board to a temporary alternative job for which the employee is qualified and which better accommodates the Board's needs and that of the employee.

C. Notice

A minimum of thirty (30) days advance notice of an employee's intent to take leave is required when it is foreseeable because of:

1. The expected birth of a baby.
2. The expected placement of a child for adoption or foster care.
3. Planned medical treatment for a son, daughter, spouse or parent with a serious health condition.
4. Planned medical treatment in case of the employee's own serious health condition.

If leave has to begin in less than thirty (30) days as a result of one of the above referenced circumstances, the employee still must provide the Board, through its Human Resources Department, with advance notice as is practicable.

D. Certification

When leave is requested based on a family member's or employee's own serious health condition, the employee must provide, in writing, a medical certification of the condition and the need for leave from the employee's health care provider within ten (10) days of the written request for leave. The certification must contain:

1. The date the serious health condition began.
2. The probable duration of the condition.
3. The appropriate medical facts regarding the condition which are within the knowledge of the health care provider.
4. Where leave is based on care of a spouse, child or parent, a statement that the employee is needed to provide the care and an estimate of the amount of time that the need will

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- continue.
5. Where leave is based on the employee's own serious health condition, a statement that the employee is unable to perform the functions of his/her job.
  6. Where intermittent or reduced leave is sought for planned medical treatment, a declaration from the health care provider stating that this kind of leave is medically necessary, the dates that the treatment is expected to be given and the duration of the treatment.

The certification will be treated as a confidential medical record.

E. Recertification

An employee who has taken leave because of a serious health condition or that of a family member is required by the Board to obtain subsequent written recertification of the medical condition every five (5) weeks during the duration of the condition. The Board also requires an employee, or his/her representative, on leave under this provision to report periodically, in writing, at least every month on his/her status and the intention of the employee to return to work.

F. Restored Employment

Eligible employee who comply with all of the family and medical leave provisions and who return from family and medical leave have the right to return to the job position that they held when they went on leave, or they may be placed, in the discretion of the Board, in an equivalent position with equivalent benefits, pay, and other terms and conditions of employment. (While on leave, eligible employee will retain all accrued benefits.) Restored employees returning from family and medical leave, are not entitled to accrue seniority or employment benefits during any period of leave. Restored employees are not entitled to any right, benefit or position of employment other than any to which they would have been entitled had they not taken leave.

As a condition to restoring an employee whose leave was based on the employee's own serious health condition, each returning employee is required to provide, in writing, to the Human Resources Department a certification from the employee's health provider stating that the employee is able to resume work.

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G. Maintenance of Benefits

The Board will maintain group health plan coverage for employees on family and medical leave for the duration of the eligible employee's leave. Coverage will be provided on the same level and under the same conditions that coverage would have been provided if no leave had been taken.

In the event an employee fails to return to work after the period of leave expires, the Board may recover any such premiums the Board paid for coverage during the leave period. Such recovery can be taken from any benefits or wages owed by the Board to the employee.

In the event, however, that the employee fails to return to work because of the continuation, recurrence, or onset of a serious health condition of a family member or the employee's own serious health condition that would otherwise entitle the employee to take leave, or due to other circumstances beyond the control of the employee, the Board will not attempt to recover such premium. In this circumstance, the employee is required to provide in writing to the Human Resources Department, a certification from the employee's health care provider to that effect.

12.8 Any employee who is on unpaid leave pursuant to this article and who desires continuing insurance policies provided by the Board shall be eligible for participating in the program and shall pay the premium for same.

12.9 Holidays

A. All full-time educational support personnel employed at least 24 weeks, but less than 52 weeks, are entitled to six (6) paid holidays each year.

B. All full-time personnel employed for 52 weeks are entitled to ten (10) paid holidays each year.

C. Employees, while on Workers' Compensation, will not earn holidays.

D. All part-time employees are entitled to the following paid

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holidays each year: Christmas Day and New Year's Day.

12.10 ~~An full-time~~ employee is entitled to a maximum of three (3) days per school year of paid leave for bereavement, which may include making arrangements for or attending the funeral of a member of the immediate family. "Immediate family" shall be defined as legally recognized spouse, parent, child, brother, sister, grandparent, grandchild or parent-in-law.

**12.11** **A support employee may elect to receive annual payment for any unused accumulated leave earned in the current school year at a rate of 80% of the employee's current daily rate of pay. The calculation of the amount of this payment shall be as follows: (leave earned during the current school year minus leave used during the school year) multiplied by eighty (80) percent of the employee's current rate of pay. Days for which payment is received shall be deducted from the employee's accumulated leave balance. Requests for such payments shall be made in writing to the Superintendent or designee. Upon finalization of leave records, payment will be made by June 30th of the current fiscal year. All leave will be treated as "sick leave" for the purpose of transferring leave balances to other eligible employers.**

#### 14.1 Retirement (Terminal Pay)

- A. Educational Support Personnel of the Bay District Schools will be paid terminal pay for accumulated sick leave at retirement, in accordance with Deferred Retirement Option Program (DROP) or to his/her beneficiary if terminated by death.

In order to receive benefits under this section the employee must retire and be eligible to receive full or reduced benefits under the retirement criteria of the Florida Division of Retirement of the Department of Administration. The calculation of terminal pay shall not be based on any accumulated sick leave credits in excess of that earned as an employee of Bay District Schools.

Any person entitled to terminal pay benefits shall have been under contract to render services for the pay period immediately preceding retirement or death and shall not be under suspension

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from duty except for reasons pertaining to health, or have any charges pending which could result in dismissal from employment.

All payments of terminal pay for accumulated sick leave shall be computed by using the hourly/daily rate of pay of the employee at the time of retirement, multiplied by the total number of eligible accumulated sick leave days.

- B. Terminal pay shall not exceed an amount determined as follows:
1. During the first three (3) years of service in the Bay District Schools, the applicable hourly rate of pay multiplied by thirty-five percent (35%) times the number of hours of accumulated sick leave.
  2. During the next three (3) years of service in the Bay District Schools, the applicable hourly rate of pay multiplied by forty percent (40%) times the number of hours of accumulated sick leave.
  3. During the next three (3) years of service in the Bay District Schools, the applicable hourly rate of pay multiplied by forty-five percent (45%) times the number of hours of accumulated sick leave.
  4. During the next three (3) years of service in the Bay District Schools, the applicable hourly rate of pay multiplied by fifty percent (50%) times the number of hours of accumulated sick leave.
  5. During and after the thirteenth (13th) year of service, the applicable hourly rate of pay multiplied by one hundred percent (100%) times the number of hours of accumulated sick leave.

TA'D on \_\_\_\_\_

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Josh Balkom, BDS Chief Negotiator

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Michael Petty, MSSU Executive Director

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