

## ARTICLE XII -- LEAVES, VACATIONS, AND HOLIDAYS

### Section 1. General Provisions

- A. Notwithstanding the limitations on the maximum length for each type of extended leave of absence without pay (i.e., extended leave for illness/personal, or parental), the following overall limitations shall apply to any combination of leaves, regardless of category:
  - 1. The number of calendar years granted for any single period of continuous leave of absence without pay, with the exception of extended military leave, shall not exceed the number of entire fiscal/school years worked with M-DCPS immediately preceding the leave request, up to a maximum of four.
  - 2. Exceptions to such provision will be made only for extenuating circumstances, as determined by the Deputy Superintendent, Business Operations.
- B. Employment rights to the same position shall be protected for one year. Employees returning from leaves in excess of one year shall be assigned to an equivalent position.
- C. Employment while on leave is not permitted, unless specifically requested and approved at the time the leave is granted. If approved, such employment shall be limited to a maximum of 25 hours per week.
- D. The Board complies with all the requirements of the Family and Medical Leave Act (FMLA) of 1993.

### Section 2. Voting Leave

The Board agrees to allow, whenever possible, an employee who is a registered voter a reasonable amount of time off (not to exceed one hour) with pay, to vote in each local and general election. The location of the employee's precinct and the employee's work schedule shall be considered in scheduling such time off.

The employee may be required to show proof of registration prior to being granted voting leave.

### Section 3. Military Leave

- A. A full-time regular employee of The School Board of Miami-Dade County, Florida may be granted a military leave of absence provided that the employee is recalled to active service from a reserve status. The employee who is recalled for annual military responsibility will receive up to 17 calendar days with pay.
- B. Employees in the DCSMEC bargaining unit who have been scheduled for U. S. military service-related health assessment, as a result of exposure to herbicides in the course of Vietnam service, shall be granted leave with pay for such assessment, not to exceed five workdays. Documentary evidence from an appropriate military/governmental entity must be submitted with the application for such leave to the supervising administrator and must be approved by the Leave Department.

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- C. The first 30 calendar days of military service by full-time employees are compensable at full pay upon verification that the employee has completed 30 days of service. Subsequent to the first 30 days of service, the Board will provide military pay supplements to full-time employees who are reservists or members of the National Guard, involuntarily called to active duty after September 11, 2001. This supplement shall be the difference between the employee's salary and their military base pay (exclusive of allowances for quarters, rations, variable housing allowances, or other special pay). When an employee's military base pay equals or exceeds the employee's regular rate of pay, no military pay supplement will be awarded.

### **Section 4. Parental Leave**

A parental leave of absence without pay may be granted to an employee for the purpose of childbearing and/or child rearing as follows:

- A. A regular full-time employee who is an expectant mother may be granted parental leave at the employee's request.

If this leave falls within the school year, an approximate time shall be given as to when the employee expects to return. The employee's physician (i.e., health care provider) must approve her return to duty, in writing.

- B. An employee adopting an infant child (i.e., one year of age or less) shall be entitled to request leave to commence at any time during the first year after receiving such custody, if necessary, in order to fulfill the requirements for adoption.
- C. A male employee shall notify his department head in writing of his desire to take parental leave to begin at any time between the birth of his child and one year thereafter. Except in cases of emergency, the employee shall give such notice at least 30 days prior to the day on which the leave is to begin.
- D. The maximum period for which parental leave may be granted is one year (12 months). The employee may request an additional year of leave which will be personal leave. Therefore, the total time granted for the same child rearing, pregnancy, or adoption cannot exceed two years.

### **Section 5. Personal Leave With Pay**

Full-time employees who are eligible to accrue sick leave may use up to a maximum of six days personal leave with pay per year, provided that such days shall be charged against the employee's currently accrued sick leave. This leave is non-cumulative.

### **Section 6. Personal Leave Without Pay**

Leave of absence for personal reasons which has been requested, in writing, by the employee at least five days prior to the date of the requested leave, not to exceed 30 days, may be granted to full-time regular employees of the Miami-Dade County Public Schools, if approved by the Superintendent, subject to the following guidelines:

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- A. No wages or salaries shall be paid during such leave, except as provided in other sections of Board Rules.
- B. All such leaves in excess of 30 consecutive workdays shall be approved by the Board, except for those granted in accordance with provisions of the Workers' Compensation Law.
- C. Re-employment rights to a position of like status shall be protected.
- D. Such leave shall not exceed one year in duration.
- E. In case of emergency, approval shall not be arbitrarily withheld.
- F. Such leave may be granted for one of the following reasons:
  - 1. Serve in United States Government agency sponsored volunteer or service program.
  - 2. Fill one full-time position on the unit organization's staff.
  - 3. Continue no more than one parental leave.
  - 4. Settle immediate family estate.
  - 5. Severe family hardship.
  - 6. Professional improvement (does not involve work for another employer).

Personal leave for reasons other than those listed above may be approved by the Board upon recommendation of the Superintendent.

- G. Full-time regular employees are not eligible to request personal leave without pay, pursuant to Section 5(B) above, until after completion of three years of acceptable job performance in the Miami-Dade County Public Schools. This provision shall not preclude eligibility for leave, pursuant to Article XII, Section 13.

### **Section 7. Personal Leave -- Other Provisions**

Any employee on leave may make contributions to any compensation or employee benefit plan, where permitted, that was available to the employee before the leave.

### **Section 8. Sick Leave**

- A. Each full-time employee is entitled to accumulate one day of sick leave per month of employment. Such sick leave is to be accrued in the following manner:

Each unit member employed on a full-time basis shall be credited with four days of sick leave at the end of the first month of employment of each fiscal year and shall thereafter be credited for one day of sick leave for each month of employment, which shall be credited to the employee at the end of the month and which shall not be used prior to the time it is earned and credited to the employee.

However, each employee shall be entitled to earn no more than one day of sick leave times the number of months of employment during the year of employment. If the

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employee terminates his/her employment and has not accrued the four sick days available to him/her, the School Board may withhold the average daily amount for the sick days utilized but unearned by the employee. Such sick leave shall be cumulative from year to year and there shall be no limit on the number of days of sick leave an employee may accrue.

All unused accumulated sick leave days earned after July 1, 1954, will be restored to employees previously employed upon returning to employment in the school system, except for employees who have retired.

B. Sick leave shall be approved in the following two categories:

1. Illness of self or illness and/or death of:

Mother	Husband	Foster children
Father	Wife	Step-parents
Sister	Child	Step-children
Brother	Foster parents	Grandchild
Mother-in-law	Son-in-law	Uncle
Father-in-law	Daughter-in-law	Aunt
Brother-in-law	Grandmother	Niece
Sister-in-law	Grandfather	Nephew

2. Illness and/or death of:

Persons who reside in the same residence as the person who is requesting sick leave.

C. A full-time permanent employee may authorize the donation of up to five sick leave days per year to another permanent DCSMEC bargaining unit member who:

1. has exhausted all personal sick leave days;
2. has been confined for 10 working days or more without pay.

An employee who donates personal sick leave days to another employee must maintain a sick leave balance of 12 days. Any sick leave days donated shall not be deemed absences for purposes of determining eligibility for the Good or Perfect Attendance Incentives.

D. The supervising administrator may release an employee for up to two hours for the purpose of medical and/or dental appointments. The employee may be required by the supervising administrator to provide verification of such appointments. The release must be requested of the supervising administrator at least 24 hours prior to the scheduled appointment.

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### **Section 9. Jury Duty Leave**

In case of jury summons, the employee must report to the court on the appointed day, as there is no statutory exemption from jury service.

Any full-time employee who is summoned as a member of a jury panel shall be granted temporary duty with pay, and any jury fees shall be retained by the employee.

An employee subpoenaed in line of duty to represent the Board as a witness or defendant shall be given temporary duty and any witness fees shall be retained by the employee. In no case shall temporary duty with pay be granted for court attendance when an employee is engaged in his/her personal litigation; however, employees who have accrued vacation may be granted vacation leave in such cases with approval of the responsible supervisor.

Any employee of the school system may be placed on temporary duty without loss of pay when he/she has been subpoenaed by a court as a result of incidents occurring which are related to his/her employment with The School Board of Miami-Dade County, Florida.

Any employee who has in his/her custody official records of the school system and is subpoenaed by a court to produce such records may also be granted temporary duty without loss of pay.

### **Section 10. Leave for Illness or Injury-In-Line-of-Duty**

- A. An employee shall be eligible for leave for illness or injury-in-line-of-duty when he/she has to be absent from his/her duties because of a personal injury received in the discharge of duty or because of illness from any contagious or infectious disease contracted in school work.
- B. The following requirements shall apply for this type of leave as defined above:
  - 1. Duration of Leave
    - a. Leave may be authorized for a total of not more than 10 school days during any school year for illness contracted or injury incurred in-line-of-duty.
    - b. Additional leave not to exceed 30 days may be granted automatically upon receipt of verification by a physician approved by the Deputy Superintendent, Business Operations, or designated representative stating that the employee is unable to return to duty. The term of additional leave granted under this Section shall not extend beyond the date the physician states that the employee may return to duty.
    - c. A medical evaluation conducted by a physician approved by the Deputy Superintendent, Business Operations, or designated representative will be the determining factor when the employee is able to return to duty. If the employee is not able to assume his/her regular duties, but is able to return to a less strenuous assignment, when such assignment is

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available, the employee must accept the lesser assignment at this regular salary, not to exceed one year from the date of the injury or illness.

- d. Emergency sick leave may be granted in addition to leave listed in a. and b. above for illness or injury occurring under circumstances which, in the opinion of the Board, warrants granting of such leave. Such additional emergency sick leave, if granted by the Board, shall be for such term and under such conditions as the Board deems proper. The term for such leave shall not exceed one calendar year from the date of the injury or illness.
- e. The Superintendent or his/her designee may, when deemed in the best interest of the school system, involuntarily transfer unit members with contagious or infectious diseases (as agreed to by the parties). Before said employee is involuntarily transferred, a conference shall be held with the Chief Facilities Officer, Office of School Facilities, or his/her designee, except where such transfers are a result of a legal order. Employees who are involuntarily transferred, pursuant to this Section, will have the right to be accompanied to the conference by a representative of the Union and shall be informed of this right.

2. Compensation for leave time granted for injury-in-line-of-duty will be calculated, as defined below:

- a. Whenever a full-time employee is absent from his/her duties as a result of an approved workers' compensation injury, the employee will be paid full salary for a period of 13 weeks (91 days) from the date of the accident. After this time period, and continuing up to a period of six months from the date of the accident, sick leave time may be used to keep the employee in full salary, such sick leave being computed at the daily sick leave rate less the daily workers' compensation rate, for each sick leave day granted. This sick leave may be restored to the employee upon request. If the employee elects to use sick leave to keep himself/herself in full salary beyond six months from the date of the accident, these days will not be restored (Board Rule 6Gx13- 4E-1.13).

Part-time employees (those not eligible for accrued sick leave) will be eligible for a maximum of 10 days paid injury leave and workers' compensation benefits, as defined by Florida Statutes, Chapter 440.

All fringe benefits will continue to accrue during authorized absences for injury, or until the employee has returned to work or has otherwise concluded his/her compensation matter.

If requested, and in accordance with Florida Statutes, Chapter 440, Miami-Dade County Public Schools will provide the employee and/or the employee's immediate family with information and assistance throughout the entire workers' compensation process.

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- b. To comply with Florida Statutes, Chapter 440, the Board's Workers' Education and Rehabilitation Compensation (WERC) Program will be utilized to support the placement of those eligible alternative duty employees into retraining classes or reassignment to other duties commensurate with the restrictions/limitations provided by the authorized compensation physician.

### **Section 11. Vacation Accrual -- Annual Leave**

#### A. Accrual -- Twelve-month Employees

1. First three years of employment -- one and one-fourth days per month (15 days maximum per fiscal year).
2. Fourth year of employment and thereafter -- one and two-thirds days per month (20 days maximum per fiscal year).

#### B. Accrual Provisions

1. A month, for annual leave accrual purposes, is defined as each two consecutive pay periods, commencing with the first pay period of each fiscal year, which includes the first workday in July of each fiscal year.
2. To receive credit for an accrual month, the employee must be eligible for pay for 11 days or more during any month ( as defined above).
3. A year of employment is defined as a year of service with the Miami-Dade County Public Schools, which is more than one-half the fiscal year.
4. The effective date of accrual rate changes to be determined as of July 1 following the fiscal year during which the employee completes creditable service, as applicable.
5. Responsible supervisors should make every effort to insure that earned annual leave is used on a current yearly basis in order to provide employees with vacation and proper rest and relaxation.

If the employee has not used annual leave on a current basis, the employee may accrue a maximum of 60 days of annual leave effective July 1, 2007. Any employee who accrues the maximum of 60 days of annual leave shall discontinue to accrue additional annual leave credits as of the end of the month during which the maximum is reached. All accrued vacation shall be paid to the employee for early or normal retirement, or resignation, or to his/her beneficiaries, if services are terminated by death.

### **Section 12. Annual Leave Scheduling**

Annual leave should be used to provide periodic vacation and employees should be permitted the opportunity of taking a minimum of 10 consecutive days vacation during a fiscal year

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provided that number of annual leave credits has been accrued. Annual leave credits may be used for purposes other than vacation when authorized by the department head.

Upon reasonable notice, a department head may require an employee to use any part of his/her accrued annual leave for vacation purposes at any time that it is deemed advisable.

Annual leave for an employee shall be so scheduled that there will be minimum disruption of the operation of the school system.

In setting annual leave schedules, preference as to annual leave dates will be given to those employees with the greatest amount of service in the same classification.

Employees may request annual leave at any time. The scheduling of such leave is with the approval and at the discretion of the supervising administrator. Such approval shall not be arbitrarily withheld.

**Section 13. Holidays**

A. Effective each year of this Contract, a total of 12 holidays will be granted to each unit member, pursuant to the Board calendar adopted annually.

The following are approved holidays and shall be granted to all full-time permanent employees of this unit.

Independence Day	New Year's Day
Labor Day	Martin Luther King's Birthday
Veterans' Day	All Presidents' Day
Thanksgiving (two days)	Memorial Day
Christmas (three days)	

B. If an employee is required to work on a holiday, the employee will receive the regular daily rate of pay plus one and one-half times the employee's hourly rate for hours worked on that holiday.

C. When, for those employees on a four-day work week, a holiday falls on a day which is not part of the employee's regular four-day work week, the holiday shall be observed on the preceding workday, except for holidays falling on Sunday (which will be observed on the first workday following the holiday).

D. In the case of layoff, an employee will be considered eligible for holiday pay provided he/she worked within 21 days before the holiday, if work was scheduled.

E. Regular work assignments will not be scheduled during Labor Day. Work may be scheduled during Labor Day only in emergency situations.

**Section 14. Short Term Disability Benefit**

Effective January 1, 2003, M-DCPS will replace the current hardship leave benefit with a Board-paid CORE Short Term Disability Benefit. This benefit will cover all full-time unit members.

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Employees whose medical confinement period begins prior to January 1, 2003 shall be eligible to apply for benefits through the current Hardship Leave Program, provided such application is submitted no later than March 31, 2003. Once eligible, said benefits shall continue for the approved period of time.

Employees whose disability occurs on or after January 1, 2003, will only be eligible to apply for the CORE Short Term Disability Benefit. Employees may use accrued sick leave during the period of such disability. The Disability Benefits shall not be decreased to co-ordinate with the use of sick leave.

### **Section 15. Extended Sick Leave Without Pay**

Extended leave without pay for illness of the employee constitutes a protection to one's employment rights. Such leave shall be granted only for health of self or family member, provided the following requirements are met:

- A. Employees seeking such leave must make application on the form provided by the Office of Personnel Management and Services.
- B. Such application must be supported and accompanied by the following:
  - 1. Identity of person in ill health;
  - 2. Statement from physician explaining why such leave is necessary; and
  - 3. Effective dates of requested leave (beginning and ending).
- C. Such leave shall not exceed one year in duration.
- D. Employees on such leave may, upon expiration of leave, apply for an extension. The employer may grant such extension as warranted; however, the maximum time an employee may be absent on leave for illness of self, illness of relative, or any combination thereof shall be three years.
- E. While an employee is on extended sick leave without pay, the employer agrees to continue to pay its regular contribution to the employee's insurance benefits.

### **Section 16. Attendance Incentives**

- A. Good Attendance Incentive

To encourage and reward personnel who exercise particular care in the maintenance of their personal health and job attendance, the Board provides a good attendance incentive. All employees in the bargaining unit who accrue sick leave may cash in sick leave days accrued each year provided the following criteria are met:

- 1. The employee must use no more than a total of three sick/personal/leave without pay days during the course of the fiscal year (July 1 - June 30).

2. The employee must have a minimum of 21 accrued sick leave days after cash-in of sick leave days accrued on an annual basis. Compensation for annual accrued sick leave cashed in, pursuant to the above provisions, shall be as follows:

The employee's daily rate of pay during the fiscal year in which the days were accrued times 80 percent.

Payment for this benefit will be made on or before August 1 of the following fiscal year, or at a later mutually acceptable date. Days for which such payment is received shall be deducted from the employee's accumulated leave balance.

**B. Perfect Attendance Incentives**

1. An employee in the DCSMEC unit, who maintains a record of perfect attendance at work for an entire fiscal year, shall be paid at three times the normal rate of pay for the last workday of the fiscal year, not to exceed an additional amount 16 times the employee's regular hourly rate.
2. An employee in the DCSMEC unit who uses only one sick/personal leave day in an entire fiscal year shall be paid at two times the normal rate of pay for the last workday of the fiscal year, not to exceed an additional amount eight times the employee's regular hourly rate.
3. Payment for this benefit will be made on or before August 1 of the following fiscal year.