

ARTICLE XVI -- HOLIDAYS AND LEAVES

Section 1. Holidays

A. Legal Holidays

1. The following shall be observed as legal holidays:

- Independence Day - - July 4
- * Labor Day - - First Monday in September
- * Veterans' Day
- * Thanksgiving Day - - Fourth Thursday in November
- Christmas Day - - December 25
- New Year's Day - - January 1
- * Martin L. King's Birthday - - Third Monday in January
- * All Presidents' Day
- * Memorial Day - - Last Monday in May

2. Holidays listed above with an asterisk shall be paid legal holidays.

B. School Board Approved Holidays

In addition to legal holidays, the following days have been approved as School Board holidays for 12-month employees:

1. Friday following the fourth Thursday in November (Thanksgiving).
2. Two days in addition to December 25. In the event December 25 falls on a Sunday or Monday, School Board approved holidays shall be observed on Monday, December 26, Tuesday, December 27 and Wednesday, December 28.

C. Succession of Holidays

When one or more holidays in a succession of holidays falls on Saturday or Sunday, the holiday occurring on Saturday shall be observed on a preceding working day; a holiday occurring on a Sunday shall be observed on a working day following the respective Sunday.

D. Eligible for Pay

An employee who is not returning after a holiday is to be terminated on his/her last working day prior to the holiday and is not eligible for holiday pay.

Section 2. Annual Leave (Vacation Leave) - - Twelve-Month Employees

A. Accrual -- DCSAA Unit Employees

Employees represented by DCSAA for the purposes of collective bargaining shall accrue annual leave on the following basis:

Rates:

1. First three years of employment -- 15 days per fiscal year (one and one-fourth days per month);
2. Fourth year of employment and thereafter -- 1.846 days per month (24 days a year).

B. Accrual Provisions

1. A year of employment is defined as a year of service with M-DCPS which is creditable for a contract year, which is more than one-half the contractual period.
2. A month for annual leave purpose is defined as each two consecutive pay periods, commencing with the first pay period of each fiscal year, as outlined in the annual payroll processing schedule.
3. A month for inclusion of credit towards accrual is defined as eligible for pay for 11 days or more during any month (as defined in 2 above).
4. The effective date of accrual rate changes shall be determined, as of July 1, following the fiscal year during which the employee completes three years of creditable service.
5. During leaves of absence with pay, a bargaining unit member shall continue to earn annual leave days except in the case of annual leave granted in conjunction with resignation or termination of employment. In such cases, terminal vacation leave for which an employee is paid upon termination shall not be used for accrual of additional leave days.

C. Regulations for Use of Annual Leave

1. Unit employees hired in any full time position (excluding part time and substitutes) before July 1, 1995, whose employment has been continuous, shall be permitted to accumulate annual leave up to a maximum of 62.5 days. Upon termination, death or retirement, payment in excess of 62.5 days is not permitted.
2. Pursuant to Florida Statutes, unit employees initially hired, or rehired after a break in service, on or after July 1, 1995, shall be permitted to accumulate annual leave up to a maximum of 60 days. Upon termination, death or retirement, pay in excess of 60 days is not permitted.

3. Use of annual leave shall not be authorized prior to the time it is earned and shall be used only with the approval of the supervising administrator.
4. Annual leave shall be scheduled so that there will be a minimum of disruption of the operation of the school system.

Section 3. Sick Leave with Pay

Each full-time employee represented by DCSAA is entitled to one day of sick leave per month of employment. Sick leave shall be approved for the following categories:

A. 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 |

B. Medical and Dental Leave

Sick leave is used for the purpose of medical and/or dental care. Such leave shall be deducted from accrued sick leave in half or full day units provided, however, no employee shall be compelled to utilize more sick leave than is required by the employee. Supervising administrators may release unit employees for up to two hours without sick leave being charged against the employee for the purpose of medical and/or dental examination and, if deemed necessary, require verification upon return.

Section 4. Sick Leave Accrual

Each full-time unit 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:

- A. Each full-time unit employee shall be credited with four days of sick leave at the end of the first month of employment of each contract year and shall thereafter be credited for one day of sick leave for each month of employment, which shall be credited at the end of the month and which shall not be used prior to the time it is earned and credited. However, each unit 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 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.
- B. 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.

Section 5. 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.

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 days during the period of such disability. The Disability Benefits shall not be decreased to coordinate with the use of sick days.

Section 6. Injury-In-Line-Of-Duty Leave

- A. Whenever a unit employee is absent from his/her duties as a result of injury caused by an accident or an assault occurring in the course of his/her employment for Miami-Dade County Public Schools, upon verification of injury by a School Board-approved licensed physician, and at the discretion of the School Board, payment for sick leave granted for injury-in-line-of-duty leave School Board benefits shall be combined with the employee's workers' compensation temporary total disability (TTD) benefits to keep injured employee in a pre-injury, full salary status, while eligible for temporary total disability benefits, pursuant to Florida Statutes, Chapter 440, for a term not to exceed 13 weeks following the day of injury. If an injured employee continues to be eligible for TTD benefits, pursuant to Florida Statutes, Chapter 440, beyond 13 weeks, TTD benefits will be paid and the employee may use his/her accrued sick time, if any, to supplement TTD benefits, not to exceed pre-injury earnings. If the employee does not have any accrued sick time, he/she will be eligible to be paid for leave-without-pay to supplement TTD benefits, not to exceed pre-injury earnings. Any accrued sick days used to supplement TTD benefits, or leave-without-pay benefits, will be eligible for reimbursement or payment up to six months from the date of injury, pursuant to approval by the Superintendent.
- B. To comply with Florida Statutes, Chapter 440, the School Board's Workers' Education and Rehabilitation Compensation (WERC) Plan will be utilized to support the placement of those eligible employees into retraining classes or reassignment to other duties commensurate with the compensation doctor's diagnosis.

Section 7. Illness-in-Line-Of-Duty Leave

- A. A unit employee shall be entitled to illness-in-line-of-duty leave when absent from their duties because of illness from any contagious or infectious disease contracted in the course of their employment.
- B. Contagious or infectious disease as heretofore described shall include children diseases (measles, chicken pox, diphtheria, rubella), typhoid, meningitis, tuberculosis,

hepatitis, mononucleosis, ringworm, head lice, when substantial proof is provided that such illness resulted from contact with students or other employees.

- C. The School Board shall not require any unit personnel to work directly with students who have special contagious or infectious diseases. However, in the event an employee volunteers to work with these students, the Superintendent is authorized to enter into a supplemental agreement with that employee providing for, but not limited to, the following:
1. The period of time for which the employee may be paid, pursuant to this Section, shall be four years.
 2. The School Board will provide medical examinations.
 3. In the event the employee contracts a special contagious or infectious disease in the line-of-duty, the School Board will pay for all reasonable and customary medical and related costs resulting from the illness, except for those costs paid for by the employee's insurance or workers' compensation.
 4. The employee's identity shall remain confidential, except as required by law.
 5. The Superintendent or designee may, when deemed in the best interest of the school system, involuntarily transfer employees with contagious or infectious diseases. Before an employee is involuntarily transferred, a conference shall be held with the departmental supervisor or his/her designee or appropriate bureau/office head, except where such transfers are a result of a legal order.

Section 8. Personal Leave With Pay

Each full-time unit employee who is eligible to accrue sick leave may use up to a maximum of six personal days with pay per year provided that such days shall be charged against his/her currently accrued sick leave. This leave is non-cumulative.

Section 9. Temporary Duty

When a unit employee is assigned to service away from his/her regular place of employment, he/she must complete a leave request for approval by department head, or division head, as appropriate. The unit employee will receive regular pay and may be allowed expenses, as provided by law. Temporary duty may be granted to an employee with approval of the Chief Officer in accordance with job related responsibilities.

Section 10. Jury Duty and Subpoena As A Witness

- A. In case of jury summons, a unit employee must report to the Court on the appointed day as there is no statutory exemption from jury service.

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

An employee subpoenaed as a witness or defendant, except personal litigation, shall be given temporary duty, and any witness fees shall be retained by the employee.

In no case shall temporary duty be granted for court attendance when the employee is engaged in personal litigation; however, an employee who has accrued vacation or personal leave may be granted such leave for this purpose upon request.

- B. Any employee of the school system may be placed on temporary duty 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.

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 be granted temporary duty.

Section 11. Temporary Military Leave

Temporary leave for military service is granted with full pay (not to exceed 17 days compensation per calendar year), provided evidence is submitted from responsible military authority that such required training cannot be conducted at any other time.

Section 12. Leave Limitations

The following overall limitations shall apply to any combination of leaves, regardless of category:

- A. 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 creditable years earned with M-DCPS immediately preceding the leave request, up to a maximum of four years.
- B. Exceptions to the above provision will be made only for extenuating circumstances, as determined by the Chief Personnel Officer for Human Resources.

Section 13. Personal Leave Without Pay

- A. Full-time employees, upon request, shall be granted personal leave without pay for a period of up to one year.
- B. In the absence of notice, an employee who fails to return at the expiration of such leave shall be considered to have terminated employment with the M-DCPS.
- C. Such leave may be granted for one of the following reasons:
 - 1. to serve in the Peace Corps;
 - 2. to accept a Fulbright Scholarship;
 - 3. to extend no more than one parental leave;

4. settlement of family estates;
 5. severe family hardships; and
 6. illness of self or relative.
- D. Personal leave for reasons other than those listed above may be approved by the School Board, upon recommendation of the Superintendent.
- E. School Board-paid fringe benefits will be authorized for a maximum of one year for each personal leave without pay granted.
- F. Full-time employees are not eligible to request personal leave without pay until after completion of three continuous years of full-time employment with M-DCPS.

Section 14. Professional Leave Without Pay

Professional Leave for employees may be approved to pursue professional growth activities that will be beneficial to the Miami-Dade County Public Schools. Such leave shall be provided one time only for full-time bargaining unit personnel who are in an active pay status (not on leave) with an acceptable performance evaluation for the preceding school year and a minimum of seven years of full-time M-DCPS experience including three years of experience in a professional or technical position.

Professional Leave recipients shall continue to receive School Board-paid insurance benefits for one year.

Employees returning from Professional Leave will be assigned to a position as determined by the Superintendent.

Section 15. Additional/Extended Sick Leave

A unit employee who has exhausted all of his/her sick leave or extra sick leave to which he/she is entitled shall be considered automatically on leave without pay (not to exceed 30 consecutive days) until such employee returns to work. Leave without pay for illness is considered only a protection of one's employment rights.

- A. Where such leave is in excess of 10 days, an employee is eligible for vacation or holiday pay (while absent) only for the number of days he/she has accrued.
- B. The preceding paragraph shall not apply to a unit employee receiving compensation for illness or injury-in-line-of-duty.
- C. Unit employees whose own or family member's illness requires an absence of over 30 days without pay must file an application for extended sick leave indicating the anticipated length of such absence and supported by a statement from competent medical authority. Such leave may not extend beyond three consecutive years, approved one year at a time.

Section 16. Extended Military Leave

A full-time unit employee may be granted an extended military leave of absence provided that:

- A. He/she is inducted into the Armed Services.
- B. He/she enlists in the Armed Services during the period our forces are engaged in combat.
- C. He/she is recalled to active service from a reserve status.

Unit employees who are members of the active or retired reserves of the United States Armed Force (but not enlistees) who are involuntarily called to active duty, shall have their health, life and flexible benefits coverage continued by the School Board for the period of their approved leave.

Section 17. Parental/Maternity Leave

A unit employee shall be granted a parental leave of absence without pay for up to one year for the purpose of childbearing and/or parenting as follows:

- A. A unit employee who is pregnant shall be entitled upon request to a leave to begin at any time between the commencement of her pregnancy and one year after a child is born to her.
 - 1. The employee shall notify her immediate supervisor, in writing, of her desire to take such leave and, except in a case of emergency, shall give such notice at least 30 days prior to the date on which her leave is to begin. She shall include with such notice either a health care provider's statement certifying her pregnancy or a copy of the birth certificate of her child, whichever is applicable.
 - 2. An employee who is pregnant may continue active employment as late in her pregnancy as she desires provided she is able to properly perform her required functions as certified by her health care provider.
 - 3. All or any portion of a leave taken because of a medical disability connected with or resulting from pregnancy may, at the administrator's option, be charged to her available sick leave.
- B. A male unit employee shall notify his supervisor, 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, such notice is to be given at least 30 days prior to the day on which the leave is to begin.
- C. A unit employee adopting an infant child (i.e., one year of age or less) shall be entitled upon request to a leave to commence at any time during the first year after receiving de facto custody of said infant child, or prior to receiving such custody, if necessary, in order to fulfill the requirement of adoption.

- D. A unit employee on parental leave may elect to use any accrued vacation (annual leave), personal leave with pay, and/or sick leave before entering leave-without-pay status.
- E. The School Board will continue appropriate contributions to the IRS Section 125 Cafeteria Plan. The employee may continue to make contributions to those compensation or employment benefit plans which permit continuation of such contributions.
- F. Failure of a bargaining unit member to respond to the official Human Resources' Letter of Intent or failure to return to work immediately following the expiration of leave shall constitute willful neglect of duty which shall subject the employee to termination.

Section 18. Employment Rights -- Benefits

A unit employee who is granted Parental, Illness-of-Self or Active Duty Military Leave for one year or less shall have re-employment rights to the same position. Employees returning from other leaves shall be assigned to a like position, if available.

While the employee is on leave-without-pay status, except professional leave, approved for full-time employment, the School Board will continue to provide liability, health, and life insurance benefits on the same basis as would have been provided had the employee remained at work for up to one year.

Section 19. Family Medical Leave Act (FMLA)

The School Board complies with the requirements of the Family and Medical Leave Act (FMLA) of 1993.

Section 20. Voting Leave

The School Board agrees to allow 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.