

# The School Board of Nassau County, Florida

## SICK LEAVE BANK REQUEST

*NTA Contract Article XIX • NESPA Contract Article XI • Florida Statute: 1012.61 (3)*

In accordance with NTA Contract and NESPA Contract, the Sick Leave Bank benefit can only be used in the event of the employee member's personal illness, accident or injury. Routine pregnancies without complications do not constitute a personal illness, accident or injury.

<b>SECTION I: EMPLOYEE</b>	
<b>(1) EMPLOYEE INFORMATION</b>	
Employee Name: _____	# of Days Requested: _____
Position: _____	Employee ID #: _____
Contact Information: _____	
In the event that there is a question, I understand that a member of the Sick Leave Bank Committee may contact me for clarification.	
<b>(2) EMPLOYEE CERTIFICATION</b>	
Signature: _____	Date: _____
<p><b><i>This page must be submitted to the Business Services Department along with your request letter. The PHYSICIAN'S STATEMENT on page two (2) must be provided to your attending physician and returned to the Business Services Department before this request can be processed.</i></b></p>	

<b>SECTION II: SICK LEAVE BANK COMMITTEE</b>						
1 <sup>st</sup> Day Without Pay: _____						
Elimination Days (5):						
1	2	3	4	5		
Date Request Received: _____ 1 <sup>st</sup> Date Eligible: _____						
Date Approved by Committee: _____ Date of Return to Work: _____						
Days Covered by Bank (max 60):						
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31	32	33
34	35	36	37	38	39	40
41	42	43	44	45	46	47
48	49	50	51	52	53	54
55	56	57	58	59	60	
Approved By: _____ Date: _____						

**Nassau County School District Equity Statement**

The Nassau County School District does not discriminate on the basis of race, color, national origin, gender, age, disability or marital status in its educational programs, services or activities, or in its hiring or employment practices. The district also provides equal access to its facilities to the Boy Scouts and other patriotic youth groups, as required by the Boy Scouts of America Equal Access Act. Questions, complaints, or requests for additional information regarding discrimination or harassment may be sent to:  
Equity Coordinator - Nassau County School District - 1201 Atlantic Ave., Fernandina Beach, FL 32034 Phone (904)491-9888 Fax (904)277-9044

### SECTION III: PHYSICIAN STATEMENT

Fax (904) 277-9039

- 1.) \_\_\_\_\_  
Patient's Name
- 2.) Diagnosis: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
- 3.) Date Condition Commenced: \_\_\_\_\_  
Probable Duration: \_\_\_\_\_
- 4.) Regimen of treatment to be prescribed (Indicate number of visits, general nature and duration of treatment, including referral to other provider of health services. Include schedule of visits or treatment if it is necessary for the employee to be off work on an intermittent basis or to work less than the employee's normal schedule of hours per day or days per week):
- a.) By Physician: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
- b.) By another provider of Health Services, if referred by Physician: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

PLEASE ANSWER ITEMS 5-7 AS IT RELATES TO THE EMPLOYEE:

- |     | Yes | No  |  |
|-----|-----|-----|--|
| 5.) | ( ) | ( ) | Is inpatient hospitalization of the employee required?   |
| 6.) | ( ) | ( ) | Is employee able to perform work of any kind? ( <i>If no, skip 7</i> )   |
| 7.) | ( ) | ( ) | Is employee able to perform the functions of the employee's position? (Answer after reviewing statement from employer describing the essential functions of the employee's position or, if none provided, after discussing with the employee.) |

\_\_\_\_\_  
Typed Name of Physician

\_\_\_\_\_  
Signature of Physician

\_\_\_\_\_  
Date

\_\_\_\_\_  
Type of Practice (Field of Specialization, if any)

## SECTION IV: SICK LEAVE BANK NTA ARTICLE XIX / NESPA ARTICLE XI

### A. GENERAL

In keeping with the authorization afforded under the provisions of § 1012.61(3), Florida Statutes, and the following provisions, a sick leave bank fringe benefit is hereby created in the Nassau County Schools.

### B. MEMBERSHIP

1. Any eligible full-time employee of the Nassau County District Schools may voluntarily participate in the Sick Leave Bank after completion of one (1) full contract year of employment with the Board provided that such Employee has accrued no less than five (5) days of sick leave prior to July first (1st) of any enrollment year.
2. Enrollment in the Sick Leave Bank shall take place as follows:
  - a. Initial Enrollment:  
The initial enrollment shall take place from the first day of preplanning to October 1st.
  - b. Subsequent year enrollment:  
All future enrollment after the completion of the initial enrollment period shall take place on a yearly basis in each subsequent year from the first day of preplanning to October 1st of the year of enrollment.
  - c. Membership effective date:  
The effective date of commencement of participation in the Sick Leave Bank and the eligible member's effective date of membership shall be the day of enrollment.
3. Applications for entrance into the Sick Leave Bank will be provided to eligible employees at their respective job sites.
4. A participating member may withdraw his/her membership from the Bank at any time; however, no days previously deposited will be returned. No days shall be returned if the Sick Leave Bank fails for day depletion.
5. Each participating member shall contribute one (1) day of sick leave during initial enrollment. Members shall be assessed and contribute one (1) additional day to retain membership in the bank at anytime that the bank reserve falls below seventy-five (75) days or cancel their membership in keeping with provision #4 herein.
6. The Sick Leave Bank fringe benefit program shall not take effect until one hundred (100) members have enrolled. If the Bank fails to achieve one hundred (100) days credited to 36 the Bank by October 1 of the year the Bank commences, the Sick Leave Bank fringe benefit program shall not take effect and all days shall be returned to the member.
7. Any employee who has made application and/or contributed one day to the bank by authorization whose application or contribution upon processing and final accounting of days does not have the day authorized to contribute shall be ineligible for membership.
8. Assessment contribution surveys shall be established and implemented periodically as necessary. Bank failure day distribution shall be made in keeping with provision #4 herein.
9. A member shall be eligible to request benefits from the Sick Leave Bank after exhausting all accumulated sick leave and all other leave (including vacation) granted by the Board. The member shall also be absent from duty without pay for a period of five (5) working days prior to being eligible for consideration for sick leave bank benefits and shall have submitted a claim form as called for herein.
  - a. A member may submit a claim form to be considered for sick leave benefits at any time that the employee is absent from work for a covered illness or injury. The Sick Leave Bank Committee shall give consideration to and make an eligibility decision on completed submitted applications when all provisions of #9 herein have been complied with by the requesting member.
  - b. Days granted by the Bank shall be considered retroactive to the first day of eligibility only if a completed claim form is submitted within twenty (20) working days of the date of eligibility. Claim forms that are submitted after the twenty (20) working day requirement for retroactivity shall be processed; however, the effective date for benefits shall be the date of receipt of the completed application and no retroactivity shall apply.
  - c. A Sick Leave Bank member shall be eligible to withdraw days from the bank only during that period of time that a member meets all of the following conditions:
    - (1) The member must be presently employed in a valid employment contract and/or by Board approved employment.
    - (2) The member must be working or scheduled to work at the time of the request.
10. No member shall be eligible to withdraw more than sixty (60) days from the bank for any one (1) illness or injury and/or complications thereof.
  - a. Members will not be permitted to receive benefits from any other source funded by the employer and Sick Leave Bank benefits. There shall be no duplication of benefits, e.g. Workers' Compensation and sick leave benefits together would not be permitted.

- b. The committee shall have the right to request and the member shall provide at his/her own expense medical certification as required by the Sick Leave Bank Committee. The committee shall have the right to request a second opinion at the member's expense from a doctor of the Sick Leave Bank Committee's choosing as well as a periodic review during the member's receipt of benefits from the Sick Leave Bank. All such requests shall be complied with in a timely fashion and at the member's expense or all Sick Leave Bank benefits shall cease at the discretion of the Sick Leave Bank Committee.

11. Sick Leave Bank Committee

- a. The Sick Leave Bank Committee will consist of two (2) Administrators, two (2) members of NESPA and two (2) members of NTA, one of which shall be selected as Chairman by vote or lot. The chairmanship shall rotate yearly. Each participating group may change its respective participants at any time for cause, or by request to withdraw. All other changes in participants shall take place annually on the anniversary date of the Sick Leave Bank. The function of the committee shall be to operate the Sick Leave Bank effectively, economically and fairly.
- b. The Sick Leave Bank Committee shall appoint from among its own members a designated sub-committee of two (2) members to investigate all claims for benefits. The sub-committee shall be subordinate to the Sick Leave Bank Committee in the performance of its function. Sick Leave Bank Investigative Committee members are appointed and may be removed at any time by the Sick Leave Bank chairman for cause or by the majority of the Sick Leave Bank Committee members by vote with or without cause.
- c. The Investigative Committee's function will be to investigate, process and report to the Sick Leave Bank Committee as a whole any claim for benefits or the continuation thereof by an eligible member. The Investigative Committee shall provide supportive documentation and a recommendation as to action relative to any claim made by a member.
- d. The Investigative Committee's function will be to investigate and report to the Sick Leave Bank Committee as a whole any alleged abuse as well as provide supportive documentation and a recommendation as to action relative to any such abuse or allegation thereof assigned to the committee.
- e. The final decision as to each recommendation submitted by the Investigative Committee shall be made by the Sick Leave Bank Committee as a whole or a majority thereof.
- f. Once all committee functions have been completed and a ruling made as to acceptance, rejection, or abuse, the affected member shall be notified of the committee's decision in writing within five (5) working days. Working days shall be defined as those days on which the employee is working or scheduled to work. The decision of the Sick Leave Bank Committee shall be final and binding on the affected member. In cases of abuse, the committee shall also provide a copy of its decision to the Superintendent.

12. Sick Leave Benefit Use

Sick Leave Bank benefits drawn from the Member Pool by a participating employee member are for, and shall be used for the employee member's personal illness, accident or injury. They are not given nor shall claims be made for elective or cosmetic operations or treatments or for the benefit of any other person, nor for minor illness or injuries. It is the intent of the bank to cover only catastrophic illness or injuries as that term is commonly accepted by the medical profession as relates to the condition only and not the ramifications thereof.

13. The Committee in the establishment of its operating structure which shall include all rules, by-laws, etc. and subsequent implementation thereof in its day to day and other operations of the Sick Leave Bank related functions, shall not by action or in-action violate or conflict in any way with any existing, as amended, or future statute, rule, policy, or procedure of any official body of the State of Florida during the committee's term of existence or as designated representative(s) thereof. Notice of such conflict or violation shall require the committee to immediately rectify the then existing situation by action to remove the conflict or violation immediately upon such notice. Notice may be constructive or actual. The committee shall also have an affirmative duty to regularly review and adjust its operations in an ongoing attempt to avoid, or rectify conflicts or violations as may occur throughout each committee's term of office.

14. Indemnification

The NESPA, the NTA, and their affiliates, agree to hold harmless, indemnify, and agree to pay all costs of suits, judgments, awards, legal fees, penalties and fines assessed against the Board, its individual board members, the Superintendent of Schools, the district finance officer, its agents, subcontractor, designees and assignees for decisions made or any action taken or not taken in the implementation, operation or administration of the Sick Leave Bank. Administrators shall be exempt from any payments as required by this section. However, no offset shall apply.

15. The Sick Leave Bank committee provision shall be a part of all master contracts held between employee unions and the Board. It shall be subject to the grievance procedure and it shall not be amended in negotiations between one individual union and the Board. All future negotiations on the Sick Leave Bank shall be between all employee unions and the Board collectively in a separate and distinct negotiation during the fourth year from the date of ratification of this agreement. This agreement shall act as a supplemental agreement to both contracts which shall be ratified as a closed agreement by all parties hereto to achieve validity. Failure to ratify this agreement by any party hereto shall make this total agreement null and void.