



POLICY 3.80

5-A I recommend that the Board approve development of the proposed revised Policy 3.80, entitled "Leave of Absence."

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Development

CONSENT ITEM

- This revision will update the Policy and transfer certain brief portions to Policy 3.20, which is also under revision on today's agenda.
- A new section is added regarding domestic violence leaves.
- Several forms are incorporated in the Policy by reference. (For convenience, they are also attached as an appendix hereto.)
- If the terms of a collective-bargaining agreement differ from this Policy, the language of the employee's agreement will take precedence.

POLICY 3.80

LEAVE OF ABSENCE

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1. A leave of absence is permission granted by the Board, or allowed under its adopted policies, for an employee to be absent from duty for specified periods of time with the right of returning to employment on the expiration of the leave. All absences of School Board employees from duty shall be covered by leave duly authorized and granted. Leave shall be officially granted in advance by the School Board and shall be used for the purposes set forth in the leave application. Leave for sickness or other emergencies may be deemed to be granted in advance if prompt report is made to the proper authority. No leave, except military leave, shall be granted for a period greater than one (1) year. A new leave application may be filed and granted at the expiration of leave, but automatic renewals of leave shall not be allowed, unless a currently existing charter agreement provides otherwise. Requests for extensions of leaves may be approved by the Superintendent or his/her designee based on the needs of the District. A leave Leave of absence may be with or without pay unless otherwise as provided by law, rules of the State Board of Education, specified by School Board policy, and/or negotiated contracts. If the terms of a collective-bargaining agreement differ from this Policy, the language of the employee's agreement will take precedence. The following types of leave are available to School District employees:
 - a. Leave for personal reasons
 - b. Annual leave (vacation) for 12-month personnel
 - c. Sick leave
 - d. Catastrophic leave (extended illness)
 - e. Injury or illness in-line-of-duty leave
 - f. Sabbatical leave
 - g. Temporary military leave
 - h. Regular military service leave
 - i. Professional leave and extended professional leave
 - j. Charter school leave (as stated below)
 - k. Voluntary/extended military leave
 - l. Leave of absence for the purpose of campaigning for political office
 - m. Personal leave including maternity/recovery and child care
 - n. Jury Duty (see School Board Policy 3.70)
 - o. Domestic Violence Leaves

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36 **2. Paid Leaves: Requests for paid leave of absences shall be made on form PBSB 0032,**
37 **found on the District's Web site at www.palmbeach.k12.fl.us/Records/FormSearch.asp,**
38 **and this form is incorporated herein by reference as part of this Policy.**

39 **a. Leave for Personal Reasons.**-- An employee shall be allowed six (6) days paid
40 leave for personal reasons each year to be charged against accrued sick leave,
41 provided that such leave shall be non-cumulative and does not interfere with the
42 school/department operation.

43 **b. Annual Leave for 12-Month Personnel.**--

44 i. An employee who is employed on a twelve-month basis shall be allowed
45 annual leave, exclusive of holidays, with compensation, as follows:

46 A. An employee with less than five (5) years of continuous service at
47 a rate of one (1) day per month, cumulative to twelve (12) work
48 days per year.

49 B. An employee with five (5) to ten (10) years continuous service at a
50 rate of one and one-quarter (1 1/4) days per month, cumulative to
51 fifteen (15) work days per year.

52 C. An employee with ten (10) years or more of continuous service at
53 a rate of one and one-half (1 1/2) days per month, cumulative to
54 eighteen (18) work days per year.

55 D. For the purposes of annual leave accrual in determining
56 continuous service, total years of service will be recognized from
57 other Florida Retirement System (FRS) agencies provided that
58 the effective date of employment with this District does not exceed
59 more than fifteen (15) business days from the termination date of
60 the previous FRS employer.

61 ii. Accrued annual leave shall not exceed sixty (60) work days on June 30 of
62 each year, pursuant to Fla. Stat. § 1012.65. Annual leave may be granted
63 by the Superintendent or his/her designee upon the written request of the
64 employee, with prior recommendation by the employee's administrative
65 superior. Annual leave for an employee shall be scheduled so that there
66 will be minimum disruption of the operation of the District school system.

67 ~~iii. (Moved to Policy 3.20) Upon employment termination, the employee~~
68 ~~shall be paid for all unused annual leave as terminal leave pay.~~

69 **c. Sick Leave.**--

70 i. Extent of sick leave.-- A School Board employee who is in a position not
71 included in an established bargaining unit shall be credited with four (4)
72 days of sick leave as of the last day of the 1st month of regular
73 employment of each appointive year, and shall thereafter earn one (1)

- 74 day of sick leave at the end of each calendar month provided that the
75 employee has been on duty or compensable leave a minimum of eleven
76 (11) days within the month; and provided further, that the employee shall
77 be entitled to earn no more than one (1) day of sick leave times the
78 number of months of employment during the year of employment.
- 79 A. Sick leave shall not be used prior to the time it is credited to the
80 employee.
- 81 B. If the employee terminates employment and has not earned the
82 four (4) sick days available, the Board will withhold the average
83 daily amount for the sick days utilized but unearned by the
84 employee.
- 85 C. An employee whose duty-day basis changes shall have sick leave
86 balance as a permanent half-time employee converted at the rate
87 of two (2) part days of sick leave to one (1) full day of sick leave.
88 The same principle applies to a permanent full-time employee
89 whose duty-day basis changes to a permanent half-time employee
90 by converting all credited sick leave at the time of change to one
91 (1) full day of credited sick leave to two (2) part days of sick leave.
- 92 ii. Sick leave shall be cumulative from year to year with no limit on the
93 number of days accrued; provided, that at least one-half (1/2) of this
94 cumulative leave must be established within the Palm Beach County
95 School District (See "v" below). An employee returning to the system after
96 a leave of absence or resignation shall be entitled to the accrued balance
97 credited at the time of such leave or resignation, unless the employee
98 received payment previously, either in part or full, for that time.
- 99 iii. An employee may use accumulated sick leave for absence due to
100 disability caused by pregnancy, miscarriage, abortion, childbirth, and
101 recovery therefrom, all of which shall hereafter be referred to as
102 pregnancy. Should sick leave be insufficient, personal leave provisions
103 may be used for pregnancy. The employee will have the duty to inform
104 the personnel office at least one month before expected date of leave so
105 that a temporary replacement can be provided. Similarly the employee
106 should keep the principal or supervisor informed as to the date of
107 probable return to assignment after delivery and recovery.
- 108 iv. An employee requiring more than thirty (30) working days of paid leave
109 for recovery may be required to submit medical evidence at reasonable
110 intervals supporting the need for additional leave.
- 111 v. *Out-of-county credit for sick leave.*- Employees shall be entitled to
112 transfer sick leave credit from other Florida school systems and State
113 agencies which are participants in any of the Florida Retirement
114 System plans with the restriction that at least one-half (1/2) of the
115 cumulative leave shall be established within this School District.

- 116 vi. Sick leave claims shall be honored as submitted by the employee for
117 personal illness, as well as illness or death of father, mother, brother,
118 sister, husband, wife, child or other close relative, or member of the
119 employee's own household.
- 120 ~~vii. (Moved to Unpaid Leaves Section (3) H below) Sick leave without pay~~
121 ~~may be granted for employees who have used all accumulated sick leave,~~
122 ~~but who would otherwise qualify for sick leave.~~
- 123 ~~vii.viii.~~ The Superintendent or his/her designee may require a doctor's statement
124 of verification of illness. A request to the Superintendent or his/her
125 designee for a verification of claim may be initiated by the principal or
126 supervisor.
- 127 ~~viii.ix.~~ A false claim for sick leave shall be grounds for dismissal by the School
128 Board.
- 129 ~~x. (moved to Policy 3.20 – Termination of Employment [7])~~ Personnel
130 ~~shall receive a terminal retirement benefit for unused sick leave.~~
131 ~~Employees under Fla. Stat. § 1012.61(2)4 or § 1012.61(2)5 who retire,~~
132 ~~and the beneficiary(ies) of such personnel whose employment is~~
133 ~~terminated by death, shall receive payment for accrued sick leave days at~~
134 ~~their daily rate, at the time of such retirement or death, multiplied by the~~
135 ~~maximum applicable percentage allowable under Fla. Stat. §~~
136 ~~1012.61(2)4, or at the maximum amount allowable under § 1012.61(2)5,~~
137 ~~as applicable.~~
- 138 **d. Catastrophic Illness or Injury Leave.--**
- 139 i. A catastrophic illness or injury shall be defined as a medical condition not
140 covered by Workers' Compensation requiring absence from work greater
141 than fifty (50) working days of consecutive absence for a single illness or
142 injury.
- 143 ii. An employee who sustains a catastrophic illness or injury may apply to
144 the Department of Compensation and Human Resource Planning for and
145 receive, for use on a matching basis, supplementary catastrophic illness
146 or injury leave not to exceed the number of regular, unused sick leave
147 days that the employee had accumulated on the first day of the regular
148 sick leave applied to the catastrophic illness or injury. Section (2)(D)
149 excludes absences due to injury covered by Workers' Compensation.
- 150 iii. Two (2) medical verifications of such catastrophic illness or injury shall be
151 required. Employees shall fully cooperate with the Board and shall
152 authorize the release of any medical records necessary. The Board shall
153 satisfy itself that any claim for catastrophic illness or injury leave is
154 legitimate and correctly states the facts. The Board may at its expense
155 require an independent medical examination.
- 156 iv. The School Board's granting of matching leave days shall begin on the
157 fifty-first (51st) scheduled work day of catastrophic illness or injury.

- 158 e. **Injury or Illness In-Line-of-Duty Leave.**-- An employee who is absent due to
159 injuries or illness clearly received in the discharge of assigned duties shall be
160 entitled to additional sick leave benefits as hereafter provided:
- 161 i. An employee who is injured in-the-line-of-duty may be entitled to a
162 maximum of ten (10) non-cumulative leave days which shall not be
163 charged against the employee's sick leave balance. This LOD leave will
164 not exceed ten (10) school/business days per injury and ten (10) school
165 days per school year. Requests for this leave shall be made on form
166 PBSD 0032, which can be found on the District's Web site at
167 www.palmbeach.k12.fl.us/Records/FormSearch.asp, and this form is
168 incorporated herein by reference as part of this Policy. All claims for such
169 leave must clearly substantiate an injury received in carrying out assigned
170 duties. Additionally, such paid leave shall only be awarded for the duty
171 days for which the employee has been actively employed. After ten (10)
172 school days have been exhausted, the employee may apply for unpaid
173 leave if eligible.
- 174 A. Leave will not be payable under this section if the injury occurs
175 while the employee is intoxicated, or while under the influence of
176 any narcotic drug, barbiturates, or other stimulus not prescribed by
177 a physician, to such extent as to deprive the employee of normal
178 faculties to drive, be in actual physical control of, or operate, while
179 on duty, any automobile, truck, or other vehicle, and the injury is
180 caused primarily by the intoxication or impairment of the
181 employee.
- 182 B. Leave will not be payable under this section to an employee when
183 that employee willfully or intentionally causes injury to self or to
184 others while on duty.
- 185 C. If the injury is caused by the intentional refusal of the employee to
186 properly use equipment or observe safety rules required by statute
187 or this District, and said rules have been reviewed by the
188 employee prior to the accident, compensation as provided by Fla.
189 Stat. § 440.09(4) shall be reduced by twenty-five (25) percent.
- 190 ii. When an employee can clearly demonstrate that the contracting of a
191 disease was from the school center or department to which he/she was
192 assigned, then the employee may qualify for a maximum ten (10) days of
193 non cumulative illness in-line-of-duty leave.
- 194 iii. An absence for illness in-line-of-duty leave may be granted when the
195 employee can clearly demonstrate the contracting of an infectious or
196 contagious disease at the work location for which inoculations are not
197 available and exclusive of upper respiratory infections or complications
198 therefrom. Common colds, influenza or other illnesses common to the
199 public are not to be considered as illness in-line-of-duty. Further, this
200 contagious disease must be exclusive of upper respiratory infections or

201 complications therefrom and must be one for which inoculations are not
202 available.

203 iv. In cases of unusual illness or injury in-the-line-of-duty, an employee may
204 make a request to the Superintendent or his/her designee for additional
205 compensated leave days. If the Superintendent or his/her designee is
206 satisfied that the condition warrants, additional leave days shall be
207 authorized.

208 v. An employee who has a claim for compensation while absent because of
209 illness contracted or injury incurred as prescribed herein shall notify the
210 principal or department head as soon as such illness or injury is apparent
211 and shall file a claim by the end of each month or pay period as
212 requested during which such absence has occurred. The School Board
213 shall satisfy itself that the claim correctly states the facts and that such
214 claim is entitled to payment. An employee who has a claim under this
215 policy shall fully cooperate with the Board and shall authorize the release
216 of any medical records as necessary.

217 f. **Sabbatical Leave.**-- After each six (6) consecutive years of satisfactory service
218 in the District, an employee may apply by letter submitted to the Superintendent
219 or his/her designee for a year's leave of absence for educational travel, or
220 professional academic advancement. Authorized leave shall not break
221 consecutive service. A person on leave may request and be granted sabbatical
222 leave. A fraction of a year exceeding one-half (1/2) of the regular appointive
223 period shall count as one (1) year's service.

224 i. The Board will pay retirement and Social Security contributions on the
225 amount of salary actually paid the employee and will provide employment
226 benefits, excluding sick and annual leave, which are provided a regular
227 employee; however, any additional cost will be paid by the employee.

228 ii. Sabbatical leave for one-half (1/2) year may be granted if ~~the applicant is~~
229 eligible under this provision ~~for formula~~ with the further provision that said
230 applicant shall not be eligible for additional sabbatical leave until eligibility
231 is reestablished by six (6) more consecutive years of satisfactory service.

232 iii. Subject to budgetary constraints and considering the subject matter of the
233 request. ~~S~~sabbatical leave shall be granted to qualified applicants
234 according to the following criteria:

235 A. Sabbatical leave may be granted to the number of employees for
236 the amount budgeted by the Board.

237 B. Sabbatical leave shall be granted based upon points earned.
238 Applicants shall earn one point for each year of continuous service
239 in the District over six (6) years. Applicants shall be considered in
240 descending order of points earned.

241 C. Applications for subsequent sabbatical leaves after the first leave
242 shall not be considered until all applications from employees with

243 for a lesser number of prior sabbatical leaves have been
244 considered.

245 D. ~~If In case~~ applicants for sabbatical leaves are tied in total points,
246 selection shall be determined by the Superintendent or a
247 committee appointed by the Superintendent or his/her designee
248 for this specific purpose.

249 iv. An applicant granted sabbatical leave shall receive one-half (1/2) of the
250 annual base gross monthly salary according to the salary schedule. If it is
251 found that a sabbatical leave recipient is violating the conditions of this
252 leave, salary payments may be discontinued and the recipient shall repay
253 all prior payments that were improperly received.

254 v. Sabbatical leave may be carried over from one school year into the next
255 on a continuous basis not to exceed the per annum number of duty days
256 of the applicant ~~for a year of work~~. Salary and benefits for a sabbatical
257 leave extending over two (2) school years will be pro-rated based on the
258 salary schedules of the years involved. Such leave commencing during a
259 ~~year of the~~ school year shall not be granted until a suitable replacement is
260 provided for the position being vacated. Any carry-over of sabbatical
261 leave from one school year into the next is not to be considered a part of
262 the quota of leaves possible the second year.

263 vi. ~~Requests for S~~-sabbatical leave applications shall be submitted to filed
264 ~~with~~ the Superintendent or his/her designee not later than February 15th
265 of each year. Each applicant applying for sabbatical leave for professional
266 academic advancement shall submit information relative to the type of
267 work to be undertaken. Each recipient of such leave shall be required to
268 take sufficient graduate work leading to an advanced degree as to be
269 classified as a full time student by the college or university of attendance.
270 At the termination of such leave, proof that such graduate work has been
271 completed shall be filed with the Superintendent or his/her designee.

272 vii. Sabbatical leave shall not be considered a termination or breach of
273 contract of employment, and a person on such leave shall be returned to
274 the same position held prior to the granting of such leave and the year of
275 experience shall be counted for salary purposes; provided, however, ~~that~~
276 nothing contained herein shall preclude the Board, upon the
277 recommendation of the Superintendent in the event a position has been
278 abolished, a category of positions has been eliminated, or it is deemed in
279 the best interest of the school system, from reassigning such person upon
280 return to duty, to ~~such substantially equivalent~~ a similar, in compensation
281 and responsibilities, position as shall then be available.

282 viii. An employee who is granted a sabbatical leave shall sign a contract with
283 the District stating that:

284 A. The employee shall return to the District and serve an additional
285 three (3) school years following the expiration of the leave.

- 286 B. The employee shall repay the full amount of money received for
287 the sabbatical if the employee fails to return to the District.
- 288 C. The employee shall repay two-thirds (2/3) of the full amount of
289 money received for the sabbatical if the employee returns to the
290 District, but stays only one (1) year.
- 291 D. The employee shall repay one-third (1/3) of the full amount of the
292 money received for sabbatical if the employee returns to the
293 District, but stays only two (2) years.
- 294 E. The Superintendent or his/her designee may decide not to require
295 the provisions within subparagraphs (A), (B), (C) and (D) above
296 based on the needs and operation of the District. The above
297 requirements in subparagraphs (A), (B), (C), and (D), may be
298 waived by the Superintendent or if the condition of the employee's
299 health is such that the employee files and is qualified for disability
300 retirement from the Florida public schools.
- 301 **g. Temporary Military Leave.--** If the obligation for temporary military service
302 cannot be met outside the time of contractual employment, temporary leave for
303 military service with the United States Armed Forces or the Florida National
304 Guard will be granted with pay not to exceed seventeen (17) days in any one
305 annual period of compensation as provided in Fla. Stat. § 115.07, or the member
306 of the staff may request uncompensated military leave. All efforts should be
307 made to prevent such leave being taken during the time school is in session.
308 Requests for temporary military service should be made by letter and filed with
309 the Superintendent or his/her designee for Board action. If possible, this shall be
310 done prior to the Board meeting preceding the date of leave.
- 311 **h. Regular Military Service Leave.--** An employee who is required to serve in the
312 United States Armed Forces or the Florida National Guard shall be granted
313 military leave. Other than temporary personnel, an employee granted military
314 leave shall receive full remuneration for the first thirty (30) days of active duty.
315 After the initial thirty (30) day period, the employee shall receive partial pay in the
316 amount equal to the amount necessary to bring the employee's military pay up to
317 the level of his/her civilian pay minus supplements. The period of full pay and
318 partial pay, collectively, shall continue for one calendar year and, thereafter, only
319 at the discretion of the Superintendent or his/her designee and upon the approval
320 of the School Board, based on the requirement of the efficient operation of the
321 District School System and consideration what is fair to the employee.
- 322 i. While on active duty, the employee shall retain all seniority rights,
323 efficiency ratings, promotional status, salary classification, pension
324 benefits, and retirement privileges, as if continuously employed; Upon
325 returning to the school system following completion of duty in the armed
326 forces, the employee shall be treated as not having had a break in
327 service. During the period in which the employee receives partial
328 compensation, however, the employee shall not accrue additional sick,
329 annual vacation, or personal days. During the partial-pay period, such

330 employees will be treated as personnel on approved leave of absence;
331 they shall be given the option of converting to military benefits or retaining
332 their medical, dental, and/or vision benefits by paying full premiums.

333 ii. Upon proper request for reemployment after returning from military
334 service, an employee must be promptly reemployed.

335 iii. Under 38 U.S.C. Chapter 43, an employee returning from military service
336 must normally report to work and request reemployment within the
337 following timeframes.

338 A. For service of 30 days or less, not later than the beginning of the
339 first full regularly scheduled work day following completion of
340 service, after allowing for an eight (8) hour rest period following
341 safe return to the place of residence.

342 B. For service of 31 days or more but less than 181 days, within 14
343 days after completion of service.

344 C. For service of 181 days or more, not later than 90 days after
345 completion of military service.

346 iv. During a non-instructional employee's absence on military leave, the
347 position may not be filled by an interim employee during the first 90 days.

348 i. **Professional Leave**-- Professional leave, as defined in SBER 6A-1.081, is leave
349 granted to an employee to engage in activities which will result in professional
350 benefit, advancements or job effectiveness including earning of college credits
351 and degrees, or that will contribute to the profession of teaching. Subject to
352 budgetary constraints, an ~~An~~ employee may be granted three (3) consecutive
353 weeks of professional leave during any fiscal year with compensation; such leave
354 shall be cumulative not to exceed thirty (30) work days or not to exceed six (6)
355 weeks. A professional leave request is made on form PBSD 0032 (TDE) that is
356 located on the District's Web site at:
357 www.palmbeach.k12.fl.us/Records/FormSearch.asp, and this form is
358 incorporated herein by reference as part of this Policy.

359 3. **Unpaid Leaves.** -- Initial requests and extension requests for leave of absence without
360 pay for more than ten (10) days shall be made on forms PBSD 1666 and 1650 (if
361 applicable),. Form PBSD 0032 should be used for unpaid absences of less than ten (10)
362 days. Forms PBSD 1666 and 1650 can be found on the District's website at
363 www.palmbeach.k12.fl.us/Records/FormSearch.asp, and the forms are incorporated
364 herein by reference as part of this Policy.

365 a. **Charter School Leave.** -- ~~As stated in Fla. Stat. § 1002.33(12)(e), "Employees of~~
366 ~~a school district may take leave to accept employment in a charter school upon~~
367 ~~the approval of the district school board.~~

368 i. Only the following employee groups may apply for unpaid charter school
369 leave:

- 370 A. Instructional Personnel; or
- 371 B. Personnel seeking employment at a conversion charter school
- 372 (subject to the provisions of charter contract language.)
- 373 ii. All other personnel accepting full-time employment at a Charter School
- 374 must resign their position with the Palm Beach County School District.

375 ~~While employed by the charter school and on leave that is approved by the~~

376 ~~district school board, the employee may retain seniority accrued in that school~~

377 ~~district and may continue to be covered by the benefit programs of that school~~

378 ~~district, if the charter school and the district school board agree to this~~

379 ~~arrangement and its financing. School districts shall not require resignations of~~

380 ~~teachers desiring to teach in a charter school. This paragraph shall not prohibit a~~

381 ~~district school board from approving alternative leave arrangements consistent~~

382 ~~with chapter 1012."~~

383 **b. Extended Professional.--** Extended professional leave is leave without pay

384 extending for more than thirty (30) consecutive duty days primarily for the

385 employee's benefit and that of the teaching profession. Extended professional

386 leave, upon approval of the Superintendent, may be granted to any employee

387 who has served satisfactorily and successfully in the District; provided that such

388 leave shall not exceed a period of one (1) year.

389 **c. Voluntary Military Service Leave/Extended Service.--** When an employee

390 enters into active duty in the armed forces for temporary duty, training duty, or

391 extended periods of service, military leave must be granted under the

392 requirements of 38 U.S.C. Chapter 43.

393 **d. Leave for Political Campaigning.--** Any person who has filed to run for political

394 office and is desirous of personal leave for political reasons shall make

395 application for such leave and shall be entitled to personal leave. The person

396 shall not be restricted to one leave during a political campaign; however, if

397 possible, leave shall be requested for the duration of the campaign. Leave shall

398 be taken for all absences for political campaigning.

399 **e. Personal Leave.--** An employee requesting short-term or long-term personal

400 leave shall make written application to the supervisor, stating reasons for such

401 leave. Requests for extensions may be approved by the Superintendent or

402 his/her designee on a year by year basis. The District Board shall satisfy itself in

403 terms of the need for a requested leave.

404 i. Personal leave may be used to extend a leave of absence due to

405 sickness when that sickness has extended beyond all compensable leave

406 for the duration of up to one (1) calendar year when supported by doctor's

407 statements verifying the necessity of the extended leave.

408 ii. An employee requesting return to duty who has served efficiently and

409 exhibited those qualities called for in the position held prior to such leave

410 will be given every consideration for reemployment provided the

411 conditions of employment have been met and the request is supported by

412 a doctor's statement certifying that his physical condition is satisfactory to
413 return to normal duties.

414 **f. Maternity/Recovery and Child Care.**-- As set forth in greater detail in School
415 Board Policy 3.76, an employee who is pregnant, adopting a child, or is receiving
416 a foster child into the home, may request and be entitled to a leave of absence
417 without pay for maternity or child care reasons to begin anytime during
418 pregnancy (normally after recovery) or, in the case of adoption or foster child
419 care, the receipt of custody. Leave may be granted for the remainder of the
420 employee's term of appointment and may be extended for one (1) additional year
421 provided that the total time away from the job is not more than eighteen (18)
422 months. It is the responsibility of the employee to keep the supervisor informed
423 so that appropriate administrative arrangements can be made prior to return to
424 duty.

425 **g. Domestic Violence --**

426 i. Pursuant to Fla. Stat. § 741.313, if the employee, or a family or household
427 member of an employee, is the victim of domestic violence, said
428 employee may request and take up to three (3) working days of unpaid
429 leave from work in any 12-month period for the following reasons:

430 A. to seek an injunction for protection against domestic violence or
431 an injunction for protection in cases of repeat violence, dating
432 violence, or sexual violence;

433 B. to obtain medical care or mental health counseling, or both, for the
434 employee, or a family or household member, to address physical
435 or psychological injuries resulting from the act of domestic
436 violence;

437 C. to obtain services from a victim-services organization, including,
438 but not limited to, a domestic violence shelter or program or a rape
439 crisis center as a result of the act of domestic violence;

440 D. to make the employee's home secure from the perpetrator of the
441 domestic violence or to seek new housing to escape the
442 perpetrator; and/or

443 E. to seek legal assistance in addressing issues arising from the act
444 of domestic violence or to attend and prepare for court-related
445 proceedings arising from the act of domestic violence.

446 ii. Except in cases of imminent danger to the health or safety of the
447 employee, or to the health or safety of a family or household member, an
448 employee seeking leave from work under this section must provide to his
449 or her employer notice, as appropriate, along with sufficient
450 documentation of the act of domestic violence.

451 iii. An employee seeking leave under this section must, before receiving the
452 leave, exhaust all annual or vacation leave, personal leave, and sick
453 leave, if applicable, which is available to the employee.

454 iv. All information relating to the employee's leave under this section is
455 confidential and exempt from disclosure to the extent authorized by
456 Florida law.

457 h. Sick leave without pay may be granted, based upon the needs of the District, for
458 employees who have used all accumulated sick leave, but who would otherwise
459 qualify for sick leave.

460

461 **4. Sick Leave Donation to Family Members.--** As required by Fla. Stat. § 1012.61(2)(e),
462 the District shall allow an employee to authorize his or her spouse, child, parent, or
463 sibling who is also a District employee to use sick leave that has accrued to the
464 authorizing employee. The employee will use form PBSB 1791, found on the District
465 Web site at www.palmbeach.k12.fl.us/Records/FormSearch.asp, and is incorporated
466 herein by reference as part of this Policy.

467 a. The recipient family member may not use the donated sick leave until all of his or
468 her own accrued sick leave has been depleted (excluding leave available from a
469 sick leave pool, if the recipient participates in such leave pool).

470 b. Donated sick leave under this section shall have no terminal value, as provided
471 in § 1012.61(2)(e); however, ~~(but~~ the remaining received credits may be donated
472 to another family member under this section, or to another employee under
473 section (5) below, or to a sick leave pool if the departing employee is a member
474 thereof under section (6) below).

475 **5. Transfer of Annual or Sick Leave to Another Employee for Sick Leave.--** A regular
476 non-bargaining-unit employee may donate unused accrued annual leave or sick leave, in
477 whole-day increments, to another regular non-bargaining-unit employee to use for leave
478 for the recipient employee's serious illness, accident, or physical injury. The employee
479 will use form PBSB 2175, found on the District Web site at
480 www.palmbeach.k12.fl.us/Records/FormSearch.asp and incorporated herein by
481 reference as part of this Policy.

482 a. A regular employee may donate unused accrued sick leave under this section as
483 long as the donating employee has completed at least six (6) years of service.

484 b. A regular employee may donate unused accrued annual leave under this section
485 as long as the donation would not prevent him or her from taking any minimum
486 required annual leave during that fiscal year.

487 c. Such donations shall be processed using an appropriate District form signed by
488 the donor employee.

489 d. The donated leave shall not be accessible to the recipient until his/her own
490 accrued sick leave and annual leave have been exhausted. Once accessible, the
491 donated leave shall be transferred to the donee on an as-needed basis.

- 492 e. Donated leave under this section shall have no terminal value to the donee.
- 493 f. Any donated leave credits not used within twelve (12) weeks after donation shall
494 revert to the donor.
- 495 **6. Sick Leave Pool** -- To allow participating full-time non-bargaining-unit employees to
496 pool accrued sick leave and disburse pooled leave to any participating non-bargaining-
497 unit employee who is in need of sick leave beyond the amount he or she has personally
498 accrued, the Board hereby authorizes the Superintendent to establish a sick leave pool
499 in accordance with the following provisions pursuant to Fla. Stat. § 1012.61(3)(a)-(i):
- 500 a. The pool program shall be based upon the maintenance of reliable and accurate
501 records showing the amount of sick leave which has been accumulated and is
502 unused by employees.
- 503 b. Participation in a sick leave pool shall at all times be voluntary on the part of
504 employees.
- 505 c. A full-time employee shall be eligible for participation in a sick leave pool after
506 one (1) year of employment with the District, provided the employee has accrued
507 at least twelve (12) days of unused sick leave and provided that a sick leave pool
508 is established that allows participation by that particular employee.
- 509 d. Any sick leave pooled shall be removed from the personally-accumulated sick
510 leave balance of the employee donating such leave.
- 511 e. Participating employees shall make equal contributions to the sick leave pool.
512 The initial contribution shall be one (1) day's amount of sick leave. After the initial
513 contribution that the employee makes upon electing to participate, no further
514 contributions shall be required except as may be necessary to replenish the pool.
515 Any ~~such~~ further contribution shall be equally required of all employees
516 participating in the pool.
- 517 f. A participating employee is not eligible to use sick leave from the pool until all of
518 his or her ~~normally~~-personally accrued sick leave has been depleted.
- 519 g. An employee may withdraw up to sixty (60) days of credits from the sick leave
520 pool during any one fiscal year.
- 521 h. A participating employee who uses sick leave from the pool is not required to
522 re-contribute such sick leave to the pool, except as may be required of all pool
523 members on an equal basis as necessary to replenish the pool, as provided in
524 subsection (e) above.
- 525 i. An employee who chooses to no longer participate in the sick leave pool is not
526 eligible to withdraw any sick leave already contributed to the pool.
- 527 j. Any sick leave time drawn from the pool by a participating employee must be
528 used for that employee's personal illness, accident, or injury on an as-needed
529 basis and shall have no terminal value to the employee. The Superintendent/
530 designee is authorized to investigate the use or alleged abuse of sick leave by a

531 participating employee. Upon a finding of ~~wrongdoing~~ misuse or abuse, the
532 employee shall repay all of the sick leave credits drawn from the sick leave pool
533 and be subject to such other disciplinary action as determined by the School
534 Board to be appropriate, up to and including termination.

535 k. Sick leave pool will not be paid in conjunction with Workers' Compensation.

536 STATUTORY AUTHORITY: §§ 1001.32(2); 1001.41[(1) & (2)]; 1001.43(11); 1012.22(2);
537 1012.23(1); 1012.61(2)(e); 1012.61(3); 1012.66, Fla. Stat.

538 LAWS IMPLEMENTED: §§ 115.07; 741.313; 1001.32(2); 1012.61; 1012.62; 1012.63; 1012.64;
539 1012.65; 1012.66; 1002.33(12)(e), Fla. Stat.; Family and Medical Leave Act of 1993, 29 U.S.C.
540 § 2602 et seq., 29 C.F.R. Part 825; Uniformed Services Employment and Reemployment Rights
541 Act, 38 U.S.C. § 4301 et seq.

542 HISTORY: 11/29/76; 6/26/82, 12/11/85, 7/7/93; 4/28/2003 [1/18/2006, emergency rule adding
543 sections 4, 5, and 6]; 4/5/2006; / /2008

Legal Signoff:

The Legal Department has reviewed proposed Policy 3.80 and finds it legally sufficient for development by the Board.

Attorney

Date



THE SCHOOL DISTRICT OF PALM BEACH COUNTY

Leaves/Temporary Duty Elsewhere (TDE) Application

Employee ID

Name (last, first, middle initial)		Position/Classification	
School/Department Name		School/Dept. #	

I. Request for Leave of Absence

Total duty hours absent

I hereby apply for Leave of Absence (pursuant to School Board Policy 3.80 or collective bargaining agreement) on the following duty days. (List dates absent, identifying 1/2 days with A.M. or P.M.)

PAID LEAVE (choose one only)

- Sick (S)
- Personal (Charged to Sick Leave) (P)
- Line-of-Duty Injury or Illness (LOD)(L)
- Vacation - 12 month positions only (A)
- Jury Duty / Paid Witness Duty (J)
- Half Sick / Half Workers Comp. (V)
- Other (Explain)

UNPAID LEAVE - less than 10 unpaid days (choose one only)

- Extended Illness
- Maternity / Recovery / Child Care
- Other Personal
- Personal (To be charged to an employee and submitted by Principal / Department Head due to improper procedures)

II. Request for Temporary Duty Elsewhere (TDE) (T)

List date(s) of Temporary Duty Elsewhere

Justification

Destination

- In-county
- Out-of-county

Provide funding information below for the following:

- Substitute teacher required? Yes No
- Total estimated travel cost _____
- Other costs (such as registration) _____

	DEPT	FUND	FUNC	ACCOUNT	PROG	BUDG MGR	LOCAL CODE	AWARD YR	PROJECT
1.									
2.									
3.									

III. Employee Signature/Approval Signatures

Signature of Person Making the Request

Date

I certify that funds are available in the accounts shown above for the specified amount(s).
Area Superintendent signature required ONLY for Principal's Leave/TDE Application.

- Approved Disapproved

Signature of Supervisor

Date

- Approved Disapproved

Signature of Area Superintendent (Principal Leave/TDE only)

Date



THE SCHOOL DISTRICT OF PALM BEACH COUNTY
Request for Leave of Absence Without Pay
 Initial Request Extension

DIRECTIONS: If you are submitting this form for an initial leave check "Initial Request" above and complete section A. If you are requesting an extension to an existing leave check "Extension" above and complete section B. **Incomplete forms will not be approved.**

Leaves of absence (pursuant to School Board Policy 3.80 or collective bargaining agreement) will be approved by the Superintendent's designee prior to final School Board action. For additional coverage under the Family Medical Leave Act (FMLA), attach the *Certification of Health/Medical Condition* form (PBSD 1650).

Name	Social Sec # (last 4 digits only)	Employee ID #
Position	School/Department	

SECTION A- INITIAL REQUEST

Complete this section if this is your first request for leave without pay.

Date of last day worked _____

Date of last sick day used _____

_____ Initial here if you are choosing not to use sick days
 (use only when applying for Maternity or Sick Leave)

Expected return date _____

SECTION B - . EXTENSION REQUEST

Complete this section if your purpose is to extend your initial request for leave without pay.

Revised date returning to work

TYPE OF LEAVE REQUESTED	DOCUMENTATION REQUIRED
<input type="checkbox"/> Sick Leave <input type="checkbox"/> Self <input type="checkbox"/> Immediate Family Member <input type="checkbox"/> Personal Medical FPSU/PBA (attach documentation)	Attach a doctors statement indicating the medical facts to support the need for the leave and the required time of absence or if requesting FMLA attach PBSD 1650.
<input type="checkbox"/> Maternity/Child Care	Attach a doctors statement indicating the pending date of birth (PBSD 1650). Attach a letter indicating date of placement if adoption/foster care.
<input type="checkbox"/> Personal (includes student teaching) <input type="checkbox"/> Administrative & Non-instructional <input type="checkbox"/> Long Term Leave CTA (membership not required) <input type="checkbox"/> Personal Non-medical FPSU/PBA	Attach a letter from employee outlining the specific need/ hardship. Personal Non-medical must be approved by Principal/Department Head.
<input type="checkbox"/> Professional CTA (membership not required)/Non-bargaining	Attach a letter from employee indicating the type of professional activity. Non bargaining unit members may apply but require Superintendent's approval.
<input type="checkbox"/> Career Change (can only be used to change to a non-teaching career) CTA (membership not required)	Attach a letter from employee indicating the planned career change.
<input type="checkbox"/> Charter School	Attach a hiring letter from the Charter School.
<input type="checkbox"/> Military	Attach appropriate orders when available.
<input type="checkbox"/> Political Leave	No attachments necessary

BARGAINING UNIT/GROUP (check one only)

- CTA
 FPSU
 AESOP
 PBA
 Administrative
 Confidential/Miscellaneous
 Other

 Signature of Employee Making Request
 PBSD 1666 (Rev. 10/29/2007)

 Date

 Signature of Principal/Department Head

 Date

REQUEST FOR LEAVE OF ABSENCE WITHOUT PAY DIRECTIONS

1. Use this form to request an **Unpaid Leave of Absence**.
2. Make sure the form is entirely complete and necessary documentation is attached.
3. **Section A - Initial Request:**

- a. Date of last day worked - Indicate the last day you will be at work.
- b. Use of sick days:
 - If this is a sick leave and the employee has short or long term disability, it is the employee's choice if they want to use any sick days.
 - If this is a *maternity/child care* leave it is the employee's choice if they want to use any sick days.

Note: Usually if the employee has short term disability, they use only enough of their sick days to cover the time until their disability starts.

- If the employee does not have short or long term disability, they must use all their sick days.
- If the employee is taking a leave to care for a family member, they must use all their sick days.

- c. Sick days are not to be used for other types of leave.
- d. Indicate the day you are planning to return to work.

4. Section B - Extension Request

If you are unable to return to work on the original date requested, submit an extension request and a new return date.

Note: Extensions to Maternity/Child Care leaves, do not require additional documentation.

5. **Type of leave Requested** - check the appropriate leave requested and attach necessary documentation.

Sick leaves are for all employees and can be used for their own illness or to care for a family member. This leave can be extended for the remainder of one school year and the entire next school year.

Maternity/Child Care are for all employees. Employees may use up to 15 sick days prior to delivery and up to 30 days after delivery (or 45 days after a caesarean section.) **Requesting use of sick days must be decided and clearly stated when applying for maternity/childcare leave. Once leave has been processed dates will not be changed.** This leave is also used for adoption and foster care but sick days may not be used. Maternity/childcare leave may be granted for a maximum of 18 months but it must be continuous. Once an employee returns from this leave, they **may not** go back out on leave.

Personal leaves are granted at the discretion of the Board with the exception of FPSU. Each request is reviewed on a case by case basis and supporting documentation is required in order to make a fair determination based on undue hardship. Long Term Leave are granted at the discretion of the Board with the exception of FPSU. Each request is reviewed on a case by case basis and supporting documentation is required in order to make a fair determination based on undue hardship.

Professional leaves are for teachers and non-bargaining unit members only and **must** be applied for by May 1st for the upcoming school year. This type of leave is designed to cover a full school year unless exceptions are made by the administration. Teachers must have completed at least one satisfactory school year and must engage in activities that will enrich their teaching profession. The Superintendent must authorize approval for Non-bargaining unit members.

Career Change leaves are for teachers only and **must** be applied for by May 1st for the upcoming school year. This type of leave is for one complete year unless exceptions are made by the administration. Teachers must have completed at least 5 years of teaching with Palm Beach County School District and wish to venture off into another career other than teaching. This leave is allowed only once and will not be extended or granted thereafter.

Charter School Non-instructional employees may only apply to South Tech and Inlet Grove. All employees must submit a letter from the charter school indicating hiring dates.

Military Attach appropriate orders when available.

Political Any employee who has filed to run for political office and is desirous of unpaid leave for political reasons shall make application for such leave and shall be entitled to it. The employee shall not be restricted to one (1) leave during a political campaign; however, if possible, leave shall be requested for the duration of the campaign. Leave shall be taken for all absences for political campaigning.

FPSU and PBA Employees: all leaves (except Maternity/Child Care) are considered personal and may be limited to 90 work days. Leaves for strictly personal reasons are approved by the Principal or Department head. Sick leaves are approved by the District.

6. Bargaining Unit/Group- check one.
7. Be sure to sign the form.
8. Your Principal/Department head is signing this form to acknowledge that they know you are going on leave. Their signature is not an approval except for Personal leaves for FPSU and PBA employees. All other leaves are approved by the Department of Compensation and Human Resources Planning.



**THE SCHOOL DISTRICT OF PALM BEACH COUNTY
EMPLOYEE RECORDS AND INFORMATION SERVICES
Certification of Health/Medical Condition
(Family Medical Leave Act of 1993)**

The Family Medical Leave Act (FMLA) requires covered employers to provide up to twelve (12) weeks of unpaid leave to eligible employees for certain medical reasons. Employees are eligible if they have worked for the employer for at least one year and for 1,250 hours over the previous 12 months. If you are eligible, complete the following certification of health and attach it to your leave application.

1. Employee's Name		2. Patient's Name (if different from employee)	
LAST	FIRST	LAST	FIRST

3. The reverse side of this form describes what is meant by a "serious health condition" under FMLA. Please select the qualifying condition by checking the appropriate category below.

- (1) (2) (3) (4) (5) (6) (7) or (8) does not qualify

4. Describe the medical facts which support your certification, including a brief statement as to how the medical facts meet the criteria of one of the serious health condition categories

5. State the approximate date the condition commenced, and the probable duration of the condition (and also the probable duration of the patient's incapacity if different)

6. Signature of Health Care Provider

SIGNATURE OF HEALTH CARE PROVIDERDATE

7. Health Care Provider Information

Health Care Provider Name		Telephone Number () -	
Address	City	State	Zip Code

Your rights under the FMLA entitle you to up to twelve (12) weeks of unpaid leave in a 12-month period for the reasons listed on the back of this form. Your health benefits must be maintained during any period of unpaid leave, under the same conditions as if you continued to work. Additionally, you must be reinstated to the same or equivalent job with the same pay, benefits, and terms and conditions of employment upon your return from leave. If you do not return to work following FMLA leave for a reason other than: (1) the continuation, recurrence or onset of a serious health condition which would entitle you to additional FMLA leave or (2) other circumstances beyond your control, you may be required to reimburse the school district for health insurance premiums paid on your behalf during your FMLA leave.

SIGNATURE OF EMPLOYEEDATE

DEFINITIONS:

Incapacity - inability to work, attend school, or perform other *regular daily activities* due to the serious health condition, treatment thereof, or recovery therefrom.

Treatment - includes examinations to determine if a serious health condition exists and evaluations of the condition. Treatment does not include routine physical examinations, eye examinations, or dental examinations.

Regimen of continuing treatment - a course of prescription medication (e.g., an antibiotic) or therapy requiring special equipment to resolve or alleviate the health condition. A regimen of treatment does **not** include the taking of over-the-counter medications such as aspirin, antihistamines, or salves; or bed-rest, drinking fluids, exercise and other similar activities that can be initiated without a visit to a health care provider.

A "**serious health condition**" refers to an illness, injury, impairment, or physical or mental condition that involves one of the following :

- (1) Hospital Care - (i.e., an overnight stay) a period of stay in a hospital, hospice or residential medical care facility, including any period of incapacity or subsequent treatment in connection with or consequent to such inpatient care.
- (2) Absence Plus Treatment - period of incapacity of more than three consecutive calendar days (including subsequent treatment or period of incapacity relating to the same condition) that also involves:
 - (a) treatment two or more times by a health care provider, by a nurse or physician's assistant under direct supervision of a health care provider or serves under the orders of, or on referral by, a health care provider;
 - or
 - (b) treatment by a health care provider on at least one occasion which results in a regimen of continuing treatment under the supervision of the health care provider.
- (3) Pregnancy - any period of incapacity due to pregnancy or for prenatal care.
- (4) Chronic Condition Requiring Treatment - a chronic condition which:
 - (a) requires periodic visits for treatment by a health care provider, or by a nurse or physician's assistant under direct supervision of a health care provider;
 - (b) continues over an extended period of time (including recurring episodes of a single underlying condition);
 - and
 - (c) may cause episodic rather than a continuing period of incapacity (e.g., asthma, diabetes, epilepsy, etc.)
- (5) Permanent/Long-term Conditions Requiring Supervision - a period of incapacity which is permanent or long-term due to a condition for which treatment may not be effective. The employee or family member must be under the continuing supervision of, but need not be under active treatment by, a health care provider (e.g., Alzheimer's disease).
- (6) Multiple/Intermittent Treatments - any period of absence to receive multiple treatments by a health care provider for restorative surgery, or for a condition that would result in a period of incapacity of more than three consecutive days (e.g., cancer, severe arthritis, etc.).
- (7) Child care immediately following maternity or placement of a child with employee for adoption or foster care. No physician statement required.



THE SCHOOL DISTRICT OF PALM BEACH COUNTY

Family Member Sick Leave Transfer Request

Section 1012.61 of Florida Statutes allows a district employee to transfer sick leave to a spouse, child, parent or sibling who is also a district employee. No other relationship is allowed under this law. In-law and step relationships are excluded. Transferred sick leave cannot benefit the recipient until their accrued sick leave balance has been depleted. The recipient may be eligible for holiday pay, if applicable, as a result of transferred sick leave. Donated sick leave shall have no terminal value as provided in Florida Statute 1012.61(2). To authorize the transfer of sick leave from one employee to another, this form must be completed and submitted to the Department of Compensation and Employee Information Services.

SECTION I - Transferring Employee

The transferring employee is the employee who wants to transfer sick leave to a family member who is also employed by the district.

- Accrued sick leave balance will be reduced by each transfer.
• Oath and signature are required to authorize the transfer and must be notarized

Form with fields: EMPLOYEE NAME (last, first, middle), EMPLOYEE ID NUMBER, EMPLOYEE POSITION/ TITLE, EMPLOYEE WORK LOCATION

Number of sick hours to be transferred _____

I solemnly swear and truthfully affirm that I am related to recipient, (print name) _____, as his/her (relationship) _____. I understand that any false statement on this form will result in disciplinary action.

SIGNATURE OF EMPLOYEE TRANSFERRING SICK LEAVE _____ DATE _____

SECTION 1 A - To be completed by a Notary Public

STATE OF FLORIDA, COUNTY OF _____ Sworn to and subscribed to me this ____ day of _____, _____ by _____, who is personally known to me or who has produced _____ as identification.

SIGNATURE OF NOTARY PUBLIC _____ DATE _____

PRINT NAME _____ EXPIRATION DATE _____

SECTION II - Recipient Employee

Recipient employee is the employee who will receive transferred sick leave from a family member who is also employed by the district.

- Employee must be in a position that is eligible to accrue sick leave.
• Employee must deplete sick leave balance before transferred sick leave can occur.

Form with fields: EMPLOYEE NAME (last, first, middle), EMPLOYEE ID NUMBER, EMPLOYEE POSITION/ TITLE, EMPLOYEE WORK LOCATION

SIGNATURE OF RECIPIENT EMPLOYEE _____ DATE _____



THE SCHOOL DISTRICT OF PALM BEACH COUNTY
**Sick and /or Annual Leave Transfer Request
 for Non-Bargaining Unit Employees**

School Board Policy 3.80 allows a non-bargaining unit employee to transfer accrued sick leave and, if applicable, accrued annual leave to another non-bargaining unit employee as sick leave. Transferred leave cannot benefit the recipient until his/her sick leave balance has been depleted and, if applicable, annual leave balance has been depleted. To authorize the transfer of leave from one non-bargaining unit employee to another non-bargaining unit employee as sick leave, this form must be completed and submitted by the employee to the Department of Compensation and Employee Information Services.

SECTION I - Transferring Employee

The transferring employee is the non-bargaining unit employee who wants to transfer sick and/or, if applicable, annual leave to another non-bargaining unit employee as sick leave.

- Accrued sick and/or annual leave balance will be reduced by each transfer.
- Oath and signature are required to authorize the transfer and must be notarized.

EMPLOYEE NAME <i>(last, first, middle)</i>	EMPLOYEE ID NUMBER
EMPLOYEE POSITION/TITLE	EMPLOYEE WORK LOCATION

Number of hours of: a) sick leave to be transferred _____ b) annual leave to be transferred as sick leave _____

I solemnly swear and truthfully affirm that I am a non-bargaining unit employee who wishes to transfer the number of sick and/or annual leave day(s) as indicated above to the non-bargaining unit employee (as listed in Section II) as sick leave. I understand that any false statement on this form will result in disciplinary action.

SIGNATURE OF EMPLOYEE TRANSFERRING LEAVE DATE

SECTION 1 A - To be completed by a Notary Public

STATE OF FLORIDA, COUNTY OF _____
 Sworn to and subscribed to me this _____ day of January, _____ by _____
 who is personally known to me or who has produced _____ as identification.

SIGNATURE OF NOTARY PUBLIC DATE

PRINT NAME EXPIRATION DATE

SECTION II - Recipient Employee

Recipient employee is the non-bargaining unit employee who will receive transferred sick leave and, if applicable, annual leave transferred as sick leave from another non-bargaining unit employee.

- Employee must be in a non-bargaining position that is eligible to accrue sick leave.
- Employee must deplete sick leave and, if applicable, annual leave before transferred leave can occur.

EMPLOYEE NAME <i>(last, first, middle)</i>	EMPLOYEE ID NUMBER
EMPLOYEE POSITION/TITLE	EMPLOYEE WORK LOCATION