

# East Lake Tarpon Special Fire Control District

|   |                                     |                                     |
|---|-------------------------------------|-------------------------------------|
|  | <b><i>SOP 116 Sick Leave</i></b>    |                                     |
|   | <b>Implementation Date: 11/2000</b> | <b>Revision Date(s): 05/26/2009</b> |
|   |                                     | <b>Reviewed Date(s):</b>            |
|   | <b>Forms or Attachments: None</b>   |                                     |

Administrative - Non-Bargaining Employees

A. Employees shall accrue sick leave in accordance with the following schedule below:

| Pay Period Hours | Sick Leave per Pay Period | Yearly Hours |
|------------------|---------------------------|--------------|
| 80               | 4.62 hours                | 120          |
| 112              | 5.54 hours                | 144          |

B. Sick leave may be accumulated without limit for each pay period the employee actually works, which shall be deemed to include actual work and periods when the employee is using accumulated sick leave, holidays, or vacation with pay. Employees shall not accrue sick leave during any other period of time when they are in a non-paid status.

C. All accumulated unused sick leave shall be credited to employee(s) recalled from a layoff, appointed from a re-employment or returning from an approved leave of absence.

D. In the event an employee has been separated and paid for accumulated unused sick leave as hereinafter provided or has been dismissed for cause and subsequently reemployed by the Employer, then subsequent sick leave accumulations shall be calculated as a new employee.

E. Under the provisions of this section, an employee may utilize their sick leave for absences from duty on any of their regularly scheduled work days for the number of regular hours they would otherwise have been scheduled to work on that day had such absence not occurred.

F. Sick Leave may be used only for absences:

- 1.) Due to personal illness or physical incapacity caused by factors over which the employee has no reasonable immediate control; for example, medication prescribed by a physician.
- 2.) Necessitated by exposure to contagious disease, in which the health of others would be endangered by the employee's attendance on duty;

- 3.) Due to dental appointments, physical examinations, or other personal sickness prevention measures, the scheduling of which at times other than during regular working hours is impossible or unreasonable.
- 4.) Due to illness of **an employee** of the employee's immediate family which requires their personal care and attention. The term "Immediate Family" as used in this paragraph includes spouse, father, mother, son, daughter, brother, sister, father-in-law, mother-in-law, sister-in-law, brother-in-law, stepfather, stepmother, stepbrother, stepsister, grandparents, grandson, granddaughter. Consideration may be granted for any other household member at the discretion of the Fire Chief or designee.
- 5.) If an employee is under a doctor's care or if **an employee** of the employee's immediate family is under a doctor's care, and the doctor certifies that the employee's personal care and/or attention is required, said time of absence shall not be considered for any discipline provided that:
  - a.) Personal sick leave is not used in excess of accumulated sick leave or sick leave advance as provided for.
  - b.) Such personal sick leave or family sick leave is approved by the Fire Chief or designee.
- 6.) An employee may utilize up to two (2) consecutive shifts (48 hours), immediately after birth or adoption of a child.

G. An employee who is absent for one of the reasons mentioned above shall inform the employee's immediate supervisor prior to 6:30 a.m. on the day of absence. Forty-hour employee shall inform their immediate supervisor prior to 7:30 a.m.

H. Upon death from a service connected cause, an employee's survivor or estate shall be paid all of their accumulated unused sick leave. (The rate of payment shall be based upon the present regular rate of annual salary of the employee at the time of death.)

I. The employee shall be required to submit evidence in the form of a medical certificate of the adequacy of the reasons for their absences during the period for which sick leave was granted:

- 1.) When illness of an employee necessitates an absence for two (2) consecutive scheduled workdays or more, forty-hour employee greater than 40 hours or
- 2.) When abuse is reasonably suspected.
  - a.) When the department can document a pattern of use, or that an employee while on sick leave is engaged in activity that would normally be performed on duty or is engaged in activity for pay by another employer, except as authorized by the Fire Chief.
  - b.) Abuse of sick leave can lead to disciplinary action.
- 3.) The Department maintains the right to have an employee medically evaluated by a Department physician when there is a reasonable question as to the employee's fitness for duty.

J. Whenever an employee has advance knowledge that he/she will require a sick leave of more than thirty (30) days' duration, he/she shall submit a written request to the Fire Chief. This approval must be obtained prior to such leave. Each request of this nature shall be supported by evidence in the form of a medical statement of the reasons for such sick leave. The Fire Chief may require further medical reports from time to time on all sick leaves.

K. Sick leave for years of service at time of separation, with 14 days advanced separation notice, shall be awarded as set forth below.

Non-Bargaining Employees

| Years of Service          | % Accumulated Sick Leave Awarded |
|---------------------------|----------------------------------|
| Less than 5 years.        | None                             |
| 5 to less than 10 years   | 25%                              |
| 10 to less than 15 years. | 50%                              |
| 15 to less than 20 years. | 75%                              |
| 20 + years.               | 100%                             |

**L. Sick Leave Incentive**

The sick leave incentive award will be given to employees who use little or no sick leave during a one (1) year period. The eligibility for the award is to be based on:

a.) Fiscal year of the Employer

b.) The amount of sick leave used in previous fiscal year. The incentive award will be credited as sick leave hours and may be utilized the same as regular sick leave hours. The incentive award is computed for each fiscal year on the following:

| Sick Leave Used                               | Sick Leave Time Awarded |
|---|-------------------------|
| 24 hours or less                              | 24 hours                |
| More than 24 hours up to & including 48 hours | 12 hours                |
| More than 48 hours                            | 0 hours                 |

**M. Sick Leave Compensation Plan (Non-Bargaining employees)**

The maximum number of accumulated Sick Leave hours will be a total of 1440 hours.

Prior to the implementation of a 401A Plan the Department will pay directly to the employee(s) all hours/dollars that exceed 1040 (40 hour employee), 1440 (56 hour employee), and exceeds the \$42,000 threshold. After the implementation of the 401A Plan all hours/dollars that exceed 1040 and 1440 hours will be directly allocated to each individual(s) 401A account. Any disbursements to the 401A Plan will be allocated within the first pay period in October. The 401A Plan will be subject to the rules and regulations set forth by the Department of the Internal Revenue Service (IRS).

**Example:**     *(56 hour/1440)*

SL Account 900 Hours            Accrued 144 hours            144 hours credited to account

SL Account 1368 hours           Accrued 72 hours            72 hours credited to account

SL Account 1440 hours           Accrued 144 hours           144 hours credited to 401A

*(40 hour/1040)*

SL Account 900 hours            Accrued 120 hours            120 hours credited to account

SL Account 980 hours            Accrued 60 hours            60 hours credited to account

SL Account 1040 hours           Accrued 120 hours           120 hours credited to 4