

ARTICLE 17
LEAVES

1 17.1 Requests for A Leave or Extension of Leave of One (1) Semester or More.

2 (a) For a leave of one (1) semester or more, a faculty member shall make a
3 written request not less than 120 days prior to the beginning of the proposed leave, if
4 practicable.

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6 (b) For an extension of a leave of one (1) semester or more, a faculty member
7 shall make a written request not less than sixty (60) days before the end of the leave, if
8 practicable.

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10 (c) The University shall approve or deny such request in writing not later than
11 thirty (30) days after receipt of the request.

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13 (d) An absence without approved leave or extension of leave shall subject the
14 faculty member to the provisions of Section 16.7.

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16 (e) A faculty member's request for use of leave for an event covered by the
17 provisions of the Family and Medical Leave Act (FMLA) of 1993 (Public Law 103-3)
18 shall be submitted and responded to in accordance with the provisions of Section 17.6.

19
20 17.2 Return from Leave. A faculty member who returns from an approved leave of
21 absence with or without pay shall be returned to the same classification, unless the
22 University and the faculty member agree in writing to other terms and conditions. The
23 return from FMLA leave shall be in accordance with Section 17.6.

24
25 17.3 Accrual During Leave with Pay. A faculty member shall accrue normal leave
26 credits while on compensated leave in full-pay status, or while participating in the
27 sabbatical or professional development programs. If a faculty member is on compensated
28 leave in less than full-pay status for other than sabbaticals or professional development
29 programs, the faculty member shall accrue leave in proportion to the pay status.

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31 17.4 Tenure. Credit During Periods of Leave. Semester(s) during which a faculty
32 member is on compensated or uncompensated leave shall not be creditable for the
33 purpose of determining eligibility for tenure, except by mutual agreement of the faculty
34 member and the University. In deciding whether to credit such leave toward tenure
35 eligibility, the President or representative shall consider the duration of the leave, the
36 relevance of the faculty member's activities while on such leave to the faculty member's
37 professional development and to the faculty member's field of employment, the benefits,
38 if any, which accrue to the University by virtue of placing the faculty member on such
39 leave, and other appropriate factors.

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41 17.5 Holidays.

42 (a) A faculty member shall be entitled to observe all official holidays
43 designated in accordance with Section 110.117, Florida Statutes. No classes shall be
44 scheduled on holidays. Classes not held because of a holiday shall not be rescheduled.

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2 (b) Supervisors are encouraged not to require a faculty member to perform
3 duties on holidays; however, a faculty member required to perform duties on holidays
4 shall have the faculty member's schedule adjusted to provide equivalent time off, up to a
5 maximum of eight (8) hours for each holiday worked.
6

7 (c) If a faculty member who has performed duties on a holiday terminates
8 employment prior to being given time off, the faculty member shall be paid, upon
9 termination, for the holiday hours worked within the previous twelve (12) month period.
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11 17.6 Family and Medical Leave Act (FMLA) Entitlements.

12 (a) The Family and Medical Leave Act of 1993 ("FMLA") is the common
13 name for the federal law providing eligible faculty members an entitlement of up to
14 twelve (12) work weeks of continuous or intermittent leave without pay for qualified
15 family or medical reasons during a one-year period. This Act entitles the faculty member
16 to take leave without pay; where University policies permit, faculty members may use
17 accrued leave with pay during any qualifying family or medical leave. The failure to list,
18 define, or specify any particular provision or portion of the FMLA in this Agreement
19 shall in no way constitute a waiver of any of the rights or benefits conferred to the
20 employer or the faculty member through the FMLA.
21

22 (b) Implementation of FMLA Leave Entitlements.

23 (1) In the University, a faculty member, whether salaried or paid from
24 Other Personal Services (OPS), is entitled to twelve (12) work weeks of FMLA leave
25 within a twelve (12) month rolling year period, measured backward. FMLA also
26 includes a special leave entitlement that permits eligible employees to take up to 26
27 weeks of leave to care for a covered service member during a single 12-month period.
28

29 (2) If an eligible faculty member elects to take Parental Leave in
30 accordance with the provisions of Section 17.7, up to twelve (12) work weeks of such
31 leave may be counted against that faculty member's FMLA entitlement.

32 (c) Accounting for the Use of FMLA Leave in a Twelve-Month Period.

33 (1) A rolling twelve (12) month period is used to count the twelve (12)
34 work weeks referred to in (b) above.

35 (2) An eligible faculty member's entitlement to leave for a birth or
36 placement for adoption or foster care expires at the end of a twelve (12) month period
37 beginning on the date of the birth or placement of the child.
38

39 (d) Use and Approval of FMLA Leave.

40 (1) The University shall approve FMLA leave for an eligible faculty
41 member as long as the reasons for absence qualify under the FMLA and the faculty
42 member has not exhausted the faculty member's entitlement within the appropriate 12-
43 month period for such leave. The faculty member may request FMLA leave as accrued
44 leave, leave without pay, or a combination of both.

45 (2) The University may require that the faculty member use accrued
46 leave with pay prior to requesting leave without pay while out on FMLA leave.

1 Requiring the use of paid leave shall be applied consistently and may not be used merely
2 to exhaust the faculty member's leave balance in order to prohibit the use of paid leave
3 while on leave without pay as provided for in Section 17.11(e).

4 (3) After the President or representative has acquired knowledge that
5 the leave is being taken for an FMLA required reason, the President or representative
6 shall within five business days, absent extenuating circumstances, notify the faculty
7 member of their eligibility and rights & responsibilities under the FMLA.

8 (e) Medical Certification.

9 (1) Medical certification is required for all FMLA events; the
10 supervisor will provide the faculty member or the faculty member's spokesperson the
11 Health Care Provider Certification form, to be completed by the attending health care
12 provider.

13 (2) A fitness for duty statement may be required to affirm the faculty
14 member's ability to return to work and perform one or more of the essential functions of
15 the job within the meaning of the Americans with Disabilities Act (ADA), after being
16 absent on FMLA leave.

17
18 (f) Return to Position. Upon return from FMLA leave, the faculty member
19 shall be returned to the same or equivalent position in the same class and work location,
20 including the same shift or equivalent schedule, unless the University and the faculty
21 member agree in writing to other conditions and terms under which such leave is to be
22 granted.

23
24 (g) Continuation of Benefits. The use of FMLA leave by eligible faculty
25 members shall neither enhance nor decrease any rights or benefits normally accrued to
26 salaried faculty members during a leave with pay or any rights or benefits normally
27 accrued during a leave without pay.

28
29 (h) If any provision of Section 17.6 (FMLA) is inconsistent with or in
30 contravention of the Family Medical Leave Act of 1993, Public Law 103-3, or the Family
31 and Medical Leave Act Regulations, 29 CFR Part 825, or any subsequently enacted
32 legislation, then such provision shall be superseded by the laws or regulations referenced
33 above, except to the extent that the collective bargaining agreement or any faculty
34 member benefit program or plan provides greater family or medical leave rights to an
35 eligible faculty member.

36
37 17.7 Parental Leave.

38 (a) A faculty member shall be granted a parental leave not to exceed six (6)
39 months when the faculty member becomes a biological parent or a child is placed in the
40 faculty member's home pending adoption; foster care is not covered under parental leave
41 but is provided through the FMLA provisions in accordance with Section 17.6.

42 (b) If a faculty member plans to use a combination of accrued leave and leave
43 without pay, such request shall include the specific periods for each type of leave
44 requested. Use of accrued leave during an approved period of leave without pay shall be
45 in accordance with Section 17.11(e).

46

1 (c) The period of parental leave shall begin no more than two (2) weeks
2 before the expected date of the child's arrival.

3 (1) The President or representative shall acknowledge to the faculty
4 member in writing the period of leave to be granted, that such leave counts against the
5 faculty member's unused FMLA entitlements in accordance with Section 17.6 of this
6 Agreement, and the date of return to employment.

7 (2) At the end of the approved parental leave and at the faculty
8 member's request, the President or representative shall grant part-time leave without pay
9 for a period not to exceed one (1) year, unless the President or representative determines
10 that granting such leave would be inconsistent with the best interests of the University.

11 (3) Any illness caused or contributed to by pregnancy shall be treated
12 as a temporary disability and the faculty member shall be allowed to use accrued sick
13 leave credits when such temporary disability is certified by a health care provider.

14
15 (d) Upon agreement between the faculty member and the University,
16 intermittent FMLA leave or a reduced work schedule may be approved for the birth of
17 the faculty member's child or placement of a child with the faculty member for adoption
18 in accordance with Section 17.6.

19
20 (e) Paid Parental Leave – No more than once in the course of a faculty member's
21 employment at the University, and upon completion of the following conditions, a faculty
22 member shall be granted, upon request, a paid parental leave not to exceed six (6) months
23 when the faculty member becomes a parents or a child is placed in the faculty member's
24 home for adoption. Paid parental leave will not be granted to two faculty members for the
25 same birth or adoption. This benefit applies only to faculty members who are paid by
26 E&G funds.

27
28 (1) Commitment to Reimbursement – A faculty member who utilizes this
29 benefit shall have the total number of hours of parental leave used deducted from his or
30 her sick leave and/or annual leave balance, if applicable, upon separation of employment
31 from the University or upon transfer between an annual leave and non-annual leave
32 accruing contract. A faculty member whose sick and/or annual leave balance is
33 insufficient to cover the amount of parental leave utilized shall not be responsible for
34 repayment of the balance of the parental leave utilized. A faculty member who is eligible
35 for a leave payout upon separation, or upon transfer between an annual leave and non-
36 annual leave accruing contract, shall have the equivalent amount of hours utilized in
37 parental leave deducted from his or her gross total accrued leave balance, applying sick
38 leave first.

39
40 (2) Commitment to Return – The faculty member must agree in writing to
41 return to University employment for at least one (1) academic year following
42 participation in the program. Agreements to the contrary must be reduced to writing prior
43 to participation.

44
45 (3) Notice and Use With Other Leave(s) – Paid leave shall not be granted that
46 relieves the faculty member of both teaching and service assignments for more than one

1 semester. This provision does not prohibit deans or chairs from modifying duty
2 assignments before and after the paid leave. The faculty member must request use of the
3 paid parental leave in advance, no later than three (3) months prior to the beginning of the
4 leave. A shorter notice period may be allowed, on a case-by-case basis, for good cause
5 and/or special circumstances, by the faculty member's supervisor. Unless approved in
6 writing by the faculty member's supervisor, paid parental leave may not be used
7 immediately before or after Sabbaticals, Professional Development Leave, or Leave
8 Without Pay. Paid parental leave may not be used on a part-time basis, unless the faculty
9 member is partially E&G funded.

10
11 (4) Signed Agreement – The faculty member is required to sign a written
12 agreement detailing the terms of this benefit. Participation in this benefit is contingent
13 upon execution of the signed documentation.

14
15 (5) Repayment – Repayment of salary received during parental leave shall be
16 required in those instances where salary is paid in the absence of a signed agreement by
17 the faculty member, or when the faculty member fails to comply with the terms of a
18 signed agreement.

19
20 17.8 Leaves Due to Illness/Injury.

21 Illness/Injury is defined as any physical or mental impairment of health, including
22 such an impairment proximately resulting from pregnancy, which does not allow a
23 faculty member to fully and properly perform the duties of the faculty member's position.
24 When a faculty member's illness/injury may be covered by the Americans with
25 Disabilities Act, the provisions of Public Law 101-336 shall apply.

26 (a) Sick Leave.

27 (1) Accrual of Sick Leave.

28 a. A full-time faculty member shall accrue four (4) hours of
29 sick leave for each biweekly pay period, or the number of hours that are directly
30 proportionate to the number of days worked during less than a full-pay period, without
31 limitation as to the total number of hours that may be accrued.

32 b. A part-time faculty member shall accrue sick leave at a rate
33 directly proportionate to the percent of time employed.

34 c. A faculty member appointed under Other Personal Services
35 (OPS) shall not accrue sick leave.

36 (2) Uses of Sick Leave.

37 a. Sick leave shall be accrued before being taken, except as
38 provided for in Section 17.7 Parental Leave, and also provided that a faculty member
39 who participates in a sick leave pool shall not be prohibited from using sick leave
40 otherwise available to the faculty member through the sick leave pool.

41 b. Sick leave shall be authorized for the following:

42 1. The faculty member's personal illness or exposure
43 to a contagious disease which would endanger others.

44 2. The faculty member's personal appointments with a
45 health care provider.

1 d. The transfer of unused sick leave from an SUS university
2 or a governmental entity within Florida to a University position is permitted if a
3 reciprocal agreement between the hiring department within the University and the
4 prospective faculty member and previous employing entity has been reached. Reciprocal
5 agreements may be obtained on a case-by-case basis and may apply to all or part of an
6 accrued leave balance.

7 (5) Payment for Unused Sick Leave.

8 a. A faculty member with less than ten (10) years of state
9 service who separates from the University, shall not be paid for any unused sick leave.

10 b. An academic year (9-month) faculty member hired after
11 January 1, 2010, shall not be paid for any unused sick leave.

12 b. A faculty member who was hired by the University prior to
13 January 1, 2010, and who has completed ten (10) or more years of state service, has not
14 been found guilty or has not admitted to being guilty of committing, aiding, or abetting
15 any embezzlement, theft, or bribery in connection with state government, or has not been
16 found guilty by a court of competent jurisdiction of having violated any state law against
17 or prohibiting strikes by public faculty members, and separates from state government
18 because of retirement for other than disability reasons, termination, or death, shall be
19 compensated at the faculty member's current regular hourly rate of pay for one-eighth of
20 all unused sick leave accrued prior to October 1, 1973, plus one-fourth of all unused sick
21 leave accrued on or after October 1, 1973; provided that one-fourth of the unused sick
22 leave since 1973 does not exceed 480 hours.

23 c. Upon layoff, a faculty member hired by the University
24 prior to January 1, 2010, with ten (10) or more years of state service shall be paid for
25 unused sick leave as described in paragraph b., above, unless the faculty member requests
26 in writing that unused sick leave be retained pending re-employment. For a faculty
27 member who is re-employed by the University within twelve (12) calendar months
28 following layoff, all unused sick leave shall be restored to the faculty member, provided
29 the faculty member requests such action in writing and repays the full amount of any
30 lump sum leave payments received at the time of layoff. A faculty member who is not re-
31 employed within twelve (12) calendar months following layoff shall be paid for sick
32 leave in accordance with Section 110.122, Florida Statutes.

33 d. All payments for unused sick leave authorized by Section
34 110.122, Florida Statutes, shall be made in lump sum and shall not be used in
35 determining the average final compensation of a faculty member in any state
36 administered retirement system. A faculty member shall not be carried on the payroll
37 beyond the last official day of employment.

38 e. If a faculty member has received a lump sum payment for
39 accrued sick leave, the faculty member may elect in writing, upon re-employment within
40 100 days, to restore the faculty member's accrued sick leave. Restoration will be
41 effective upon the repayment of the full lump sum leave payment.

42 f. In the event of the death of a faculty member, payment for
43 unused sick leave at the time of death shall be made to the faculty member's beneficiary,
44 estate, or as provided by law.

45
46 (b) Job-Related Illness/Injury.

1 (1) A faculty member who sustains a job-related illness/injury that is
2 compensable under the Workers' Compensation Law shall be carried in full-pay status for
3 a period of medically certified illness/injury not to exceed seven (7) days immediately
4 following the illness/injury, or for a maximum of forty (40) work hours if taken
5 intermittently without being required to use accrued sick or annual leave.

6 (2) If, as a result of the job-related illness/injury, the faculty member is
7 unable to resume work at the end of the period provided in paragraph (1), above:

8 a. The faculty member may elect to use accrued leave in an
9 amount necessary to receive salary payment that will increase the Workers'
10 Compensation payments to the total salary being received prior to the occurrence of the
11 illness/injury. In no case shall the faculty member's salary and Workers' Compensation
12 benefits exceed the amount of the faculty member's regular salary payments; or

13 b. The faculty member shall be placed on leave without pay
14 and shall receive normal Workers' Compensation benefits if the faculty member has
15 exhausted all accrued leave in accordance with paragraph (a), above, or the faculty
16 member elects not to use accrued leave.

17 (3) This period of leave with or without pay shall be in accordance
18 with Chapter 440 (Worker's Compensation), Florida Statutes.

19 (4) If, at the end of the leave period, the faculty member is unable to
20 return to work and perform assigned duties, the President or representative should advise
21 the faculty member, as appropriate, of the Florida Retirement System's disability
22 provisions and application process, and may, based upon a current medical certification
23 by a health care provider prescribed in accordance with Chapter 440 (Worker's
24 Compensation), Florida Statutes, and taking the University's needs into account:

25 a. offer the faculty member part-time employment;
26 b. place the faculty member in leave without pay status or
27 extend such status;
28 c. request the faculty member's resignation; or
29 d. release the faculty member from employment,
30 notwithstanding any other provisions of this Agreement.

31
32 (c) Compulsory Leave.

33 (1) Placing Faculty Members on Compulsory Leave.

34 a. If a faculty member is unable to perform assigned duties
35 due to illness/injury the President or representative may require the faculty member to
36 submit to a medical examination, the results of which shall be released to the University,
37 by a health care provider chosen and paid by the University or by a health care provider
38 chosen and paid by the faculty member, who is acceptable to the President or
39 representative. Such health care provider shall submit the appropriate medical
40 certification(s) to the University.

41 b. If the University agrees to accept the faculty member's
42 choice of a health care provider the University may not then require another University-
43 paid examination.

44 c. If the medical examination confirms that the faculty
45 member is unable to perform assigned duties, the President or representative shall place
46 the faculty member on compulsory leave.

1 (2) Conditions of Compulsory Leave.
2 a. Written notification to the faculty member placing the
3 faculty member on compulsory leave shall include the duration of the compulsory leave
4 period and the conditions under which the faculty member may return to work. These
5 conditions may include the requirement of the successful completion of, or participation
6 in, a program of rehabilitation or treatment, and follow-up medical certification(s) by the
7 health care provider, as appropriate.

8 b. The compulsory leave period may be leave with pay or
9 leave without pay. If the compulsory leave combines the use of accrued leave with leave
10 without pay, the use of such leave shall be in accordance with Section 17.11(e).

11 c. If the faculty member fulfills the terms and conditions of
12 the compulsory leave and receives a current medical certification that the faculty member
13 is able to perform assigned duties, the President or representative shall return the faculty
14 member to the faculty member's previous duties, if possible, or to equivalent duties.

15 (3) Duration. Compulsory leave, with or without pay, shall be for a
16 period not to exceed the duration of the illness/injury or one year, whichever is less.

17 (4) Failure to Complete Conditions of Compulsory Leave or Inability
18 to Return to Work. If the faculty member fails to fulfill the terms and conditions of a
19 compulsory leave and/or is unable to return to work and perform assigned duties at the
20 end of a leave period, the President or representative should advise the faculty member,
21 as appropriate, of the Florida Retirement System's disability provisions and application
22 process, and may, based upon the University's needs:

23 a. offer the faculty member part-time employment;
24 b. place the faculty member in leave without pay status in
25 accordance with Section 17.11 or extend such status;
26 c. request the faculty member's resignation; or
27 d. release the faculty member from employment,
28 notwithstanding any other provisions of this Agreement.

29

30 17.9 Annual Leave

31 (a) Accrual of Annual Leave.

32 (1) Full-time faculty members appointed for more than nine (9)
33 months, except faculty members on academic year appointments, shall accrue annual
34 leave at the rate of 6.769 hours biweekly or 14.667 hours per month (or a number of
35 hours that is directly proportionate to the number of days worked during less than a full-
36 pay period for full-time faculty members), and the hours accrued shall be credited at the
37 conclusion of each pay period or, upon termination, at the effective date of termination.
38 Faculty members may accrue annual leave in excess of the year-end maximum during a
39 calendar year. Faculty members with accrued annual leave in excess of the year-end
40 maximum as of December 31 shall have any excess converted to post October 1, 1973
41 sick leave on an hour-for-hour basis on January 1 of each year.

42 (2) Part-time faculty members appointed for more than nine (9)
43 months, except faculty members on academic year appointments, shall accrue annual
44 leave at a rate directly proportionate to the percent of time employed.

45 (3) Academic year faculty members, faculty members appointed for
46 less than nine (9) months, and OPS faculty members shall not accrue annual leave.

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(b) Use and Transfer of Annual Leave.

(1) Annual leave shall be accrued before being taken, except in those instances where the President or representative may authorize the advancing of annual leave. When leave has been advanced and employment is terminated prior to the faculty member accruing sufficient annual leave to credit against the leave that was advanced, the state shall deduct from the faculty member's warrant the cost of any annual leave advanced under this provision. All requests for annual leave shall be submitted by the faculty member to the supervisor as far in advance as possible and appropriate. Approval of the dates on which a faculty member wishes to take annual leave shall be at the discretion of the supervisor and shall be subject to the consideration of departmental/unit and organizational scheduling.

(2) When a leave-accruing faculty member moves to the University from an institution within the State University System or upon re-employment within 100 days, except for re-employment after layoff (see (c)(3), below), the faculty member may choose to:

a. transfer up to forty-four (44) days of unused annual leave if a reciprocal leave agreement has been obtained in accordance with 17.9(b)(5); or

b. receive a lump sum payment for all or a portion of unused annual leave, up to thirty-one (31) days, and transfer any remaining balance. Such leave payment shall not constitute a break-in-service.

(3) A faculty member may transfer into an annual leave-accruing position up to forty-four (44) days of unused leave accrued in the University classification and pay plan in which previously employed, provided the faculty member has not received payment for such leave and no more than thirty-one (31) days have elapsed between jobs.

(4) When an annual leave-accruing faculty member moves to a position within the SUS or in state government, the transfer of leave shall be governed by the rules of the plan to which the faculty member is transferring. Should all unused leave not be transferable, up to forty-four days (352 hours) of the remaining balance shall be paid in lump sum, effective the last day of University employment, without affecting other leave benefits.

(5) The transfer of unused annual leave from a local government to an annual leave-accruing position is not permitted unless a reciprocal agreement in writing between the Board or its representative and the previous employing entity is in effect.

(c) Payment for Unused Annual Leave.

(1) Upon termination from an annual leave-accruing contract, or transfer from an annual leave-accruing contract to an academic year and unless the faculty member requests the option in (2) below, the University shall pay the faculty member for up to forty-four days (352 hours) of unused annual leave at the calendar-year rate the faculty member was accruing as of the faculty member's last day of work, provided that a determination has been made by the President or representative that the faculty member was unable to reduce the unused annual leave balance prior to termination or reassignment to an academic year. All unused annual leave in excess of forty-four days (352 hours) shall be forfeited by the faculty member.

1 (2) Upon transfer from an annual leave-accruing contract to an
2 academic year the faculty member may elect to retain all unused annual leave until such
3 time, not to exceed two (2) years, as the faculty member transfers back to an annual
4 leave-accruing contract or terminates employment with the University. Upon such
5 termination or at the end of two (2) years, whichever comes first, the unused leave
6 balance shall be paid in lump sum for up to forty-four days (352 hours) at the annual rate
7 the faculty member was accruing as of the faculty member's last day of work on an
8 annual leave-accruing contract.

9 (3) Upon layoff, a faculty member shall be paid for up to forty-four
10 days (352 hours) of unused annual leave in lump sum, unless the faculty member requests
11 in writing that annual leave credits be retained pending re-employment. For faculty
12 members who are re-employed by the University within twelve (12) calendar months
13 following layoff, all unused annual leave shall be restored to the faculty member,
14 provided the faculty member requests such action in writing and repays the full amount
15 of any lump sum leave payment received at the time of layoff. Faculty members who are
16 not re-employed within twelve (12) calendar months following layoff and who elected to
17 retain their annual leave pending re-employment shall be paid for up to forty-four days
18 (352 hours) of unused annual leave at the calendar rate the faculty member was accruing
19 as of the faculty member's last day of work.

20 (4) If a faculty member has received a lump sum payment for accrued
21 annual leave, the faculty member may elect in writing, upon re-employment within 100
22 days, to restore the faculty member's accrued annual leave. Restoration will be effective
23 upon the repayment of the full lump sum leave payment.

24 (5) In the event of the death of a faculty member, payment for all
25 unused annual leave at the time of death, up to 352 hours, shall be made to the faculty
26 member's beneficiary, estate, or as provided by law.

27 28 17.10 Administrative Leaves.

29 (a) Jury Duty and Court Appearances.

30 (1) A faculty member who is summoned as a member of a jury panel
31 or subpoenaed as a witness in a matter not involving the faculty member's personal
32 interests, shall be granted leave with pay and any jury or witness fees shall be retained by
33 the faculty member; leave granted hereunder shall not affect a faculty member's annual
34 or sick leave balance.

35 (2) An appearance as an expert witness for which a faculty member
36 receives professional compensation falls under Article 19 and the University policies and
37 rules relative to outside employment/conflict of interest. Such an appearance may
38 necessitate the faculty member requesting annual leave or, if a non-annual leave-accruing
39 employee, may necessitate the faculty member seeking an adjustment of the work
40 schedule.

41 (3) If a faculty member is required, as a direct result of the faculty
42 member's employment, to appear as an official witness to testify in the course of any
43 action as defined in Section 92.142(2), Florida Statutes, such duty shall be considered a
44 part of the faculty member's job assignment, and the faculty member shall be paid per
45 diem and travel expenses and shall turn over to the University any fees received.

1 (4) A faculty member involved in personal litigation during work
2 hours must request annual leave or, if a non-annual leave-accruing employee, must seek
3 an adjustment to the work schedule.
4

5 (b) Military Leave.

6 (1) Short-term Military Training. A faculty member who is a member
7 of the United States Armed Forces Reserve, including the National Guard, upon
8 presentation of a copy of the faculty member's official orders or appropriate military
9 certification, shall be granted leave with pay during periods in which the faculty member
10 is engaged in annual field training or other active or inactive duty for training exercises.
11 Such leave with pay shall not exceed seventeen (17) work days in any one (1) federal
12 fiscal year (October 1 - September 30).

13 (2) National Guard State Service. A faculty member who is a member
14 of the Florida National Guard shall be granted leave with pay on all days when ordered to
15 active service by the state. Such leave with pay shall not exceed thirty (30) days at any
16 one time.

17 (3) Other Military Leave.

18 a. A faculty member, except one who is employed in a
19 temporary position or employed on a temporary basis, who is drafted, who volunteers for
20 active military service, or who is ordered to active duty (not active duty training) shall be
21 granted leave in accordance with Chapter 43 of Title 38, United States Code. Active
22 military service includes active duty with any branch of the United States Army, Air
23 Force, Navy, Marine Corps, Coast Guard, National Guard of the State of Florida, or other
24 service as provided in Sections 115.08 and 115.09, Florida Statutes.

25 b. Such leave of absence shall be verified by official orders or
26 appropriate military certification. The first thirty (30) days of such leave shall be with
27 full-pay and shall not affect a faculty member's annual or sick leave balance. The
28 remainder of military leave shall be without pay unless the faculty member elects to use
29 accumulated annual leave or appropriate leave as provided in 17.10(d)(4) below, or the
30 employer exercises its option under Section 115.14, Florida Statutes, to supplement the
31 faculty member's military pay. Leave payment for the first thirty (30) days shall be made
32 only upon receipt of evidence from appropriate military authority that thirty (30) days of
33 military service have been completed.

34 c. Applicable provisions of federal and state law shall govern
35 the granting of military leave and the faculty member's re-employment rights.

36 d. Use of accrued leave is authorized during a military leave
37 without pay in accordance with Section 17.11.

38 (c) Leave Pending Investigation. When the President or representative has
39 reason to believe that the faculty member's presence on the job will adversely affect the
40 operation of the University, the President or representative may immediately place the
41 faculty member on leave pending investigation of the event(s) leading to that belief. The
42 leave pending investigation shall commence immediately upon the President or
43 representative providing the faculty member with a written notice of the reasons
44 therefore. The leave shall be with pay, with no reduction of accrued leave.

1 (d) Other Leaves Provided Not Affecting Accrued Leave Balances. A faculty
2 member may be granted other leaves not affecting accrued leave balances which are
3 provided as follows:

4 (1) Florida Disaster Volunteer Leave is provided by Section 110.120,
5 Florida Statutes, for a faculty member who is a certified disaster service volunteer of the
6 American Red Cross. Leave of absence with pay for not more than fifteen (15) working
7 days in the fiscal year may be provided upon request of the American Red Cross and the
8 faculty member's supervisor's approval. Leave granted under this act shall be only for
9 services related to a disaster occurring within the boundaries of the State of Florida.

10 (2) Civil disorder or disaster leave is provided for a faculty member
11 who is member of a volunteer fire department, police auxiliary or reserve, civil defense
12 unit, or other law enforcement type organization to perform duties in time of civil
13 disturbances, riots, and natural disasters, including a faculty member who is a member of
14 the Civil Air Patrol or Coast Guard Auxiliary, and called upon to assist in emergency
15 search and rescue missions. Such paid leave not affecting leave balances may be granted
16 upon approval by the President or designee and shall not exceed two days on any one
17 occasion.

18 (3) Athletic competition leave is provided by Section 110.118, Florida
19 Statutes, for a faculty member who is a group leader, coach, official, or athlete who is a
20 member of the official delegation of the United States team for athletic competition. Such
21 paid leave not affecting leave balances shall be granted for the purpose of preparing for
22 and engaging in the competition for the period of the official training camp and
23 competition, not to exceed 30 days in a calendar year.

24 (4) Leave for re-examination or treatment with respect to service-
25 connected disability is provided by Section 110.119, Florida Statutes, for a faculty
26 member who has such rating by the United State Department of Veterans Affairs and has
27 been scheduled to be reexamined or treated for the disability. Upon presentation of
28 written confirmation of having been so scheduled, such leave not affecting the faculty
29 member's leave balances shall be approved and shall not exceed six (6) calendar days in
30 any calendar year.

31
32 (e) Official Emergency Closings. The President or President's representative
33 may close the University, or portions of the University, in the event an Executive Order
34 declaring an emergency has been issued. When natural disasters or other sudden and
35 unplanned emergency conditions occur which are not covered by an Executive Order, the
36 President or representative shall determine whether the University, or any portion thereof,
37 is affected by the emergency and is to be closed. Such closings will be only for the
38 period it takes to restore normal working conditions. Leave resulting from such an
39 emergency closing shall not reduce faculty members' leave balances.

40
41 17.11 Leave Without Pay.

42 (a) Granting. Upon request of a faculty member, the President or
43 representative shall grant a leave without pay for a period not to exceed one year unless
44 the President or representative determines that granting such leave would be inconsistent
45 with the best interests of the University. Such leave may be extended upon mutual
46 agreement.

1
2 (b) Salary Adjustment. The salary of a faculty member returning from
3 uncompensated leave shall be adjusted to reflect all non-discretionary increases
4 distributed during the period of leave. While on such leave, a faculty member shall be
5 eligible to participate in any special salary incentive programs such as the Teaching
6 Incentive Program.

7
8 (c) Retirement Credit. Retirement credit for such periods of leave without pay
9 shall be governed by the rules and regulations of the Division of Retirement and the
10 provisions of Chapter 121, Florida Statutes.

11
12 (d) Accrual of Leave/Holiday Pay. While on leave without pay, the faculty
13 member shall retain accumulated sick leave and annual leave, but shall not accrue sick
14 leave or annual leave nor be entitled to holiday pay.

15
16 (e) Use of Accrued Leave During an Approved Period of Leave Without Pay.

17 (1) Use of accrued leave with pay is authorized during a leave of
18 absence without pay for parental, foster care, medical, or military reasons. Such use of
19 leave with pay is provided under the following conditions:

20 a. Notwithstanding the provisions of Section 17.8(a)(2)
21 regarding the use of sick leave, a faculty member may use any type of accrued leave in an
22 amount necessary to cover the faculty member's contribution to the state insurance
23 program and other expenses incurred by the faculty member during an approved period
24 of leave without pay for parental, foster care, medical, or military reasons.

25 b. Normally the use of accrued leave during a period of leave
26 without pay for medical reasons shall be approved for up to six (6) months, but may be
27 approved for up to one year for the serious health condition of the faculty member or a
28 member of the faculty member's immediate family.

29 c. The employer contribution to the state insurance program
30 will continue for the corresponding payroll periods.

31 (2) A faculty member's request for the use of accrued leave during a
32 period of leave without pay shall be made at the time of the faculty member's request for
33 the leave without pay. Such request shall include the amount of accrued leave the faculty
34 member wishes to use during the approved period of leave without pay. If circumstances
35 arise during the approved leave which cause the faculty member to reconsider the
36 combination of leave with and without pay, the faculty member may request approval of
37 revisions to the original approval.