

ARTICLE 17
LEAVES

1
2 17.1 Policy and Leave Topics

3 (a) Policy. Leave is provided in a variety of forms to meet needs of both the
4 University and faculty members and to comply with applicable laws.

5
6 (b) Leave Topics in this Article

7 (1) Requests for Leave / Extension and Return from Leave (17.2)

8 (2) Accrual During Leave with Pay (17.3)

9 (3) Tenure Credit During Periods of Leave (17.4)

10 (4) Holidays (17.5).

11 (5) Family and Medical Leave Act (FMLA) Entitlements (17.6)

12 (6) Parental Leave, Paid and Unpaid (17.7)

13 (7) Leaves Due to Illness/Injury including Sick Leave (17.8)

14 (8) Annual Leave (Paid Vacation) (17.9)

15 (9) Administrative Leaves (17.10)

16 a. Jury Duty and Court Appearances (17.10(a))

17 b. Military Leave (17.10(b))

18 c. Leave Pending Investigation (17.10(c))

19 d. Other Leaves Not Affecting Leave Balances (17.10(d))

20 e. Official Emergency Closings (17.10(e))

21 (10) Further Provisions on Leave Without Pay (17.11)

22
23 17.2 Requests for A Leave or ~~Leave~~ Extension of ~~Leave of One (1) Semester or More~~
24 and Return from Leave.

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

28
29 (b) For an extension of a leave of one (1) semester or more, a faculty member
30 shall make a written request not less than sixty (60) days before the end of the leave, if
31 practicable.

32
33 (c) The University shall approve or deny such request in writing not later than
34 thirty (30) days after receipt of the request.

35
36 (d) An absence without approved leave or extension of leave shall subject the
37 faculty member to the provisions of Section 16.7.
38

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

4
5 (f) ~~Return from Leave.~~ A faculty member who returns from an approved
6 leave of absence with or without pay shall be returned to the same classification, unless
7 the University and the faculty member agree in writing to other terms and conditions.
8 The return from FMLA leave shall be in accordance with Section 17.6.

9
10 17.3 Accrual During Leave with Pay. A faculty member shall accrue normal leave
11 credits while on compensated leave in full-pay status, or while participating in the
12 sabbatical or professional development programs. If a faculty member is on compensated
13 leave in less than full-pay status for other than sabbaticals or professional development
14 programs, the faculty member shall accrue leave in proportion to the pay status.

15
16 17.4 Tenure Credit During Periods of Leave. Semester(s) during which a faculty
17 member is on compensated or uncompensated leave shall not be creditable for the
18 purpose of determining eligibility for tenure, except by mutual agreement of the faculty
19 member and the University. In deciding whether to credit such leave toward tenure
20 eligibility, the President or representative shall consider the duration of the leave, the
21 relevance of the faculty member's activities while on such leave to the faculty member's
22 professional development and to the faculty member's field of employment, the benefits,
23 if any, which accrue to the University by virtue of placing the faculty member on such
24 leave, and other appropriate factors.

25
26 17.5 Holidays.

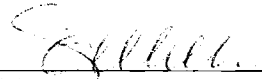
27 (a) A faculty member shall be entitled to observe all official holidays
28 designated in accordance with Section 110.117, Florida Statutes. No classes shall be
29 scheduled on holidays. Classes not held because of a holiday shall not be rescheduled.


30
31 (b) Supervisors are encouraged not to require a faculty member to perform
32 duties on holidays; however, a faculty member required to perform duties on holidays
33 shall have the faculty member's schedule adjusted to provide equivalent time off, up to a
34 maximum of eight (8) hours for each holiday worked.

35
36 (c) If a faculty member who has performed duties on a holiday terminates
37 employment prior to being given time off, the faculty member shall be paid, upon
38 termination, for the holiday hours worked within the previous twelve (12) month period.

39
40 17.6 Family and Medical Leave Act (FMLA) Entitlements.

41 (a) The Family and Medical Leave Act of 1993 ("FMLA") is the common
42 name for the federal law providing eligible faculty members an entitlement of up to
43 twelve (12) work weeks (480 hours) of continuous or intermittent leave without pay for

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1 qualified family or medical reasons during a one-year period. This Act entitles the
2 faculty member to take leave without pay; where University policies permit, faculty
3 members may use accrued leave with pay during any qualifying family or medical leave.
4 The failure to list, define, or specify any particular provision or portion of the FMLA in
5 this Agreement shall in no way constitute a waiver of any of the rights or benefits
6 conferred to the employer or the faculty member through the FMLA.

7
8 (b) ~~Implementation of~~ FMLA Leave Entitlements.

9 (1) In the University, a faculty member, whether salaried or paid from
10 Other Personal Services (OPS), is entitled to twelve (12) work weeks of FMLA leave
11 within a rolling twelve (12) month period, measured backward, for any qualifying family
12 or medical leave. FMLA also includes a special leave entitlement that permits eligible
13 employees to take up to 26 weeks of leave to care for a covered service member during a
14 single 12-month period.

15 (2) ~~Pursuant Fla. Admin. Code 6C2-4.0015(13) a salaried faculty~~
16 ~~member is entitled to a parental leave for up to six (6) months in accordance with the~~
17 ~~provisions of Section 17.7, for a birth or adoption of the faculty member's child.~~ If an
18 eligible faculty member elects to take Parental Leave in accordance with the provisions
19 of Section 17.7, up to twelve (12) work weeks of such leave may be counted against that
20 faculty member's FMLA entitlement.

21
22 (c) Accounting for the Use of FMLA Leave in a Twelve-Month Period.

23 (1) A rolling twelve (12) month period, measured backward, is used to
24 count the twelve (12) work weeks referred to in (b) above.

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

28
29 (d) Use and Approval of FMLA Leave.

30 (1) The University shall approve FMLA leave for an eligible faculty
31 member as long as the reasons for absence qualify under the FMLA and the faculty
32 member has not exhausted the faculty member's twelve (12) work weeks within the
33 appropriate 12-month period for such leave. The faculty member may request FMLA
34 leave as accrued leave, leave without pay, or a combination of both.

35 (2) The University may require that the faculty member use accrued
36 leave with pay prior to requesting leave without pay for four hundred and eighty (480)
37 hours (12 workweeks) of FMLA leave. Requiring the use of paid leave shall be applied
38 consistently and may not be used merely to exhaust the faculty member's leave balance
39 in order to prohibit the use of paid leave while on leave without pay as provided for in
40 Section 17.11(e).

41 (3) After the President or representative has acquired knowledge that
42 the leave is being taken for an FMLA required reason, the President or representative
43 shall within ~~two~~ five business days, absent extenuating circumstances, notify the faculty

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1 member of the period of FMLA leave to be granted, including the date of return to
2 employment. If the notice is oral, it shall be confirmed in writing no later than the
3 following payday (unless the payday is less than one week after the oral notice, in which
4 ease the notice must be no later than the subsequent payday). her/his eligibility and
5 rights and responsibilities under the FMLA.

6
7 (e) Medical Certification.

8 (1) ~~The University may require a faculty member to provide medical~~
9 ~~certification form a health care provider for FMLA leave without pay when taken for the~~
10 ~~serious health condition of the faculty member of the faculty member's family member.~~
11 Medical certification is required for all FMLA events; the supervisor will provide the
12 faculty member or the faculty member's spokesperson the Health Care Provider
13 Certification form, to be completed by the attending health care provider.

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

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

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

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

37
38 17.7 Parental Leaves.

39 (a) Paid Parental Leave. No more than once in the course of a faculty
40 member's employment at the University, and upon completion of the following
41 conditions, a faculty member shall be granted, upon request, a paid parental leave not to
42 exceed six (6) months, within a year from when the faculty member becomes a biological
43 parent or a child is placed in the faculty member's home for purposes of adoption by the

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1 faculty member. Paid parental leave will not be granted to two faculty members for the
2 same birth or adoption. This benefit applies only to faculty members who are paid by
3 E&G funds.

4 (1) Commitment to Reimbursement. A faculty member who utilizes
5 this benefit and is eligible for a leave payout upon separation, or upon transfer from an
6 annual leave contract to a non-annual leave accruing contract, shall have the hours
7 utilized in parental leave deducted from his or her gross total accrued leave balance,
8 applying sick leave first. With the exception of section 17.7(a)(2) below, a faculty
9 member whose sick and/or annual leave balance is insufficient to cover the amount of
10 parental leave utilized shall not be responsible for repayment.

11 (2) Commitment to Return. The faculty member must agree in writing
12 to return to University employment for at least one (1) academic year following
13 participation in the program. A faculty member who fails to fulfill this commitment shall
14 be responsible for repayment of the portion of the parental leave utilized in excess of his
15 or her leave balance. Agreements to the contrary must be reduced to writing.

16 (3) Notice and Use with Other Leave(s). Paid leave shall not be
17 granted that relieves the faculty member of both teaching and service assignments for
18 more than one semester. This provision does not prohibit deans or chairs from modifying
19 duty assignments before and after the paid leave. The faculty member must request use
20 of the paid parental leave in advance, no later than three (3) months prior to the beginning
21 of the leave. A shorter notice period may be allowed on a case-by-case basis, for good
22 cause and/or special circumstances, by the faculty member's supervisor. Unless
23 approved in writing by the faculty member's supervisor, paid parental leave may not be
24 used immediately before or after other leave or sabbaticals. Paid parental leave may not be
25 used on a part-time basis unless the faculty member is partially E&G funded; or an
26 agreement has been reduced to writing.

27
28 (4) Signed Agreement. The faculty member is required to sign a
29 written agreement detailing the terms of this benefit. Participation in this benefit is
30 contingent upon execution of the signed documentation.

31
32 (5) Repayment. Repayment of salary received during parental leave
33 shall be required in those instances where salary is paid in the absence of a signed
34 agreement by the faculty member, or when the faculty member fails to comply with the
35 terms of a signed agreement.

36
37 (b) Other Parental Leave.

38 (1) A faculty member shall be granted a parental leave not to exceed
39 six (6) months when the faculty member becomes a biological parent or a child is placed
40 in the faculty member's home pending adoption; foster care is not covered under parental
41 leave but is provided through the FMLA provisions in accordance with Section 17.6.
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1 (2) If a faculty member plans to use a combination of accrued leave
2 and leave without pay, such request shall include the specific periods for each type of
3 leave requested. Use of accrued leave during an approved period of leave without pay
4 shall be in accordance with Section 17.11(e).

5
6 (3) The period of parental leave shall begin no more than two (2)
7 weeks before the expected date of the child's arrival.

8 a. The President or representative shall acknowledge to the
9 faculty member in writing the period of leave to be granted, that such leave counts
10 against the faculty member's unused FMLA entitlements in accordance with Section 17.6
11 of this Agreement, and the date of return to employment.

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

16 c. Any illness caused or contributed to by pregnancy shall be
17 treated as a temporary disability and the faculty member shall be allowed to use accrued
18 sick leave credits when such temporary disability is certified by a health care provider.

19
20 d. Upon agreement between the faculty member and the
21 University, intermittent FMLA leave or a reduced work schedule may be approved for
22 the birth of the faculty member's child or placement of a child with the faculty member
23 for adoption in accordance with Section 17.6.

24
25 17.8 Leaves Due to Illness/Injury.

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

31 (a) Sick Leave.

32 (1) Accrual of Sick Leave.

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

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

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

41 (2) Uses of Sick Leave.

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1 a. Sick leave shall be accrued before being taken, provided
2 that a faculty member who participates in a sick leave pool shall not be prohibited from
3 using sick leave otherwise available to the faculty member through the sick leave pool.

4 b. Sick leave shall be authorized for the following:
5 1. The faculty member's personal illness or exposure
6 to a contagious disease which would endanger others.

7 2. The faculty member's personal appointments with a
8 health care provider.

9 3. The illness or injury of a member of the faculty
10 member's immediate family, at the discretion of the supervisor. Approval of requests for
11 use of reasonable amounts of sick leave for caring for a member of the faculty member's
12 immediate family shall not be unreasonably withheld. "Immediate family" means the
13 spouse and the grandparents, parents, brothers, sisters, children, and grandchildren of
14 both the faculty member and the spouse, and dependents living in the household.

15 4. The death of a member of the faculty member's
16 immediate family, at the discretion of the supervisor. Approval of requests for use of
17 reasonable amounts of sick leave for the death of a member of the faculty member's
18 immediate family shall not be unreasonably withheld.

19 c. A continuous period of sick leave commences with the first
20 day of absence and includes all subsequent days until the faculty member returns to work.
21 For this purpose, Saturdays, Sundays, and official holidays observed by the state shall not
22 be counted unless the faculty member is scheduled to perform services on such days.
23 During any seven (7) day period, the maximum number of days of sick leave charged
24 against any faculty member shall be five (5).

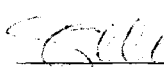
25 d. A faculty member who requires the use of sick leave should
26 notify the supervisor as soon as practicable.


27 e. A faculty member who becomes eligible for the use of sick
28 leave while on approved annual leave shall, upon notifying the supervisor, substitute the
29 use of accrued sick leave to cover such circumstances.

30 (3) Certification. If a faculty member's request for absence or absence
31 exceeds four (4) consecutive days, or if a pattern of absence is documented, the
32 University may require a faculty member to furnish certification issued by an attending
33 health care provider of the medical reasons necessitating the absence and/or the faculty
34 member's ability to return to work. If the medical certification furnished by the faculty
35 member is not acceptable, the faculty member may be required to submit to a medical
36 examination by a health care provider who is not a University staff member which shall
37 be paid for by the University. If the medical certification indicates that the faculty
38 member is unable to perform assigned duties, the President or representative may place
39 the faculty member on compulsory leave under the conditions set forth in Section 17.8(c).

40 (4) Transfer of Credits.

41 a. Upon re-employment with the University within 100 days,
42 the full balance of accrued sick leave shall accompany the faculty member unless the
43 faculty member has received a lump sum payment for accrued sick leave. If a faculty

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1 member has received such a lump sum payment, the faculty member may elect in writing,
2 upon re-employment, to restore the faculty member's accrued sick leave. Such restoration
3 will be effective upon repayment of the full lump sum leave payment.

4 b. When a faculty member moves from a position in a
5 governmental entity within Florida to a leave-accruing position within the University, all
6 unused sick leave accrued in the classification and pay plan in which previously
7 employed and for which payment has not been received may accompany the faculty
8 member; however, no more than thirty-one (31) days may elapse between jobs.

9 c. When a faculty member moves to a position within a
10 governmental entity within Florida the transfer of unused sick leave shall be governed by
11 the rules of the plan to which the faculty member is transferring.

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

18 (5) Payment for Unused Sick Leave.

19 a. A faculty member with ~~less~~ fewer than ten (10) years of
20 state service who separates from state government shall not be paid for any unused sick
21 leave.

22 b. Faculty members hired after May 6, 2011, shall not be paid
23 for any unused sick leave.

24 c. A faculty member who was hired by the University on or
25 prior to May 6, 2011 and who has completed ten (10) or more years of state service, has
26 not been found guilty or has not admitted to being guilty of committing, aiding, or
27 abetting any embezzlement, theft, or bribery in connection with state government, or has
28 not been found guilty by a court of competent jurisdiction of having violated any state
29 law against or prohibiting strikes by public faculty members, and separates from state
30 government because of retirement for other than disability reasons, termination, or death,
31 shall be compensated at the faculty member's current regular hourly rate of pay for one-
32 eighth of all unused sick leave accrued prior to October 1, 1973, plus one-fourth of all
33 unused sick leave accrued on or after October 1, 1973; provided that one-fourth of the
34 unused sick leave since 1973 does not exceed 480 hours.

35 c. Upon layoff, a faculty member with ten (10) or more years
36 of state service shall be paid for unused sick leave as described in paragraph b., above,
37 unless the faculty member requests in writing that unused sick leave be retained pending
38 re-employment. For a faculty member who is re-employed by the University within
39 twelve (12) calendar months following layoff, all unused sick leave shall be restored to
40 the faculty member, provided the faculty member requests such action in writing and
41 repays the full amount of any lump sum leave payments received at the time of layoff. A
42 faculty member who is not re-employed within twelve (12) calendar months following
43 layoff shall be paid for sick leave in accordance with Section 110.122, Florida Statutes.

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1 d. All payments for unused sick leave authorized by Section
2 110.122, Florida Statutes, shall be made in lump sum and shall not be used in
3 determining the average final compensation of a faculty member in any state
4 administered retirement system. A faculty member shall not be carried on the payroll
5 beyond the last official day of employment, except that a faculty member who is unable
6 to perform duties because of a disability may be continued on the payroll until all sick
7 leave is exhausted.

8 e. If a faculty member has received a lump sum payment for
9 accrued sick leave, the faculty member may elect in writing, upon re-employment within
10 100 days, to restore the faculty member's accrued sick leave. Restoration will be
11 effective upon the repayment of the full lump sum leave payment.

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

15
16 (b) Job-Related Illness/Injury.

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

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

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

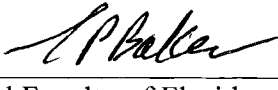
29 b. The faculty member shall be placed on leave without pay
30 and shall receive normal Workers' Compensation benefits if the faculty member has
31 exhausted all accrued leave in accordance with paragraph (a.), above, or the faculty
32 member elects not to use accrued leave.

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

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

41 a. offer the faculty member part-time employment;
42 b. place the faculty member in leave without pay status or
43 extend such status;

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1 c. request the faculty member's resignation; or
2 d. release the faculty member from employment,
3 notwithstanding any other provisions of this Agreement.
4

5 (c) Compulsory Leave.

6 (1) Placing Faculty Members on Compulsory Leave.

7 a. If a faculty member is unable to perform assigned duties
8 due to illness/injury the President or representative may require the faculty member to
9 submit to a medical examination, the results of which shall be released to the University,
10 by a health care provider chosen and paid by the University or by a health care provider
11 chosen and paid by the faculty member, who is acceptable to the President or
12 representative. Such health care provider shall submit the appropriate medical
13 certification(s) to the University.

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

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

20 (2) Conditions of Compulsory Leave.

21 a. Written notification to the faculty member placing the
22 faculty member on compulsory leave shall include the duration of the compulsory leave
23 period and the conditions under which the faculty member may return to work. These
24 conditions may include the requirement of the successful completion of, or participation
25 in, a program of rehabilitation or treatment, and follow-up medical certification(s) by the
26 health care provider, as appropriate.

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

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


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

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

42 a. offer the faculty member part-time employment;

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- 1 b. place the faculty member in leave without pay status in
2 accordance with Section 17.11 or extend such status;
3 c. request the faculty member's resignation; or
4 d. release the faculty member from employment,
5 notwithstanding any other provisions of this Agreement.
6

7 17.9 Annual Leave

8 (a) Accrual of Annual Leave.

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

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

22 (3) Academic year faculty members, faculty members appointed for
23 less than nine (9) months, and OPS faculty members shall not accrue annual leave.
24

25 (b) Use and Transfer of Annual Leave.

26 (1) Annual leave shall be accrued before being taken, except in those
27 instances where the President or representative may authorize the advancing of annual
28 leave. When leave has been advanced and employment is terminated prior to the faculty
29 member accruing sufficient annual leave to credit against the leave that was advanced,
30 the state shall deduct from the faculty member's warrant the cost of any annual leave
31 advanced under this provision. All requests for annual leave shall be submitted by the
32 faculty member to the supervisor as far in advance as possible and appropriate. Approval
33 of the dates on which a faculty member wishes to take annual leave shall be at the
34 discretion of the supervisor and shall be subject to the consideration of departmental/unit
35 and organizational scheduling. Faculty members shall be provided reasonable
36 opportunity to utilize their annual leave during the course of the year.

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

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

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

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

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

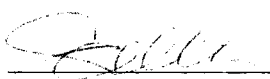
15 (5) The transfer of unused annual leave from a local government to an
16 annual leave-accruing position is not permitted unless a reciprocal agreement in writing
17 between the Board or its representative and the previous employing entity is in effect.


18
19 (c) Payment for Unused Annual Leave.

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

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

37 (3) Upon layoff, a faculty member shall be paid for up to forty-four
38 days (352 hours) of unused annual leave in lump sum, unless the faculty member requests
39 in writing that annual leave credits be retained pending re-employment. For faculty
40 members who are re-employed by the University within twelve (12) calendar months
41 following layoff, all unused annual leave shall be restored to the faculty member,
42 provided the faculty member requests such action in writing and repays the full amount
43 of any lump sum leave payment received at the time of layoff. Faculty members who are

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1 not re-employed within twelve (12) calendar months following layoff and who elected to
2 retain their annual leave pending re-employment shall be paid for up to forty-four days
3 (352 hours) of unused annual leave at the calendar rate the faculty member was accruing
4 as of the faculty member's last day of work.

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

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

12
13 17.10 Administrative Leaves.

14 (a) Jury Duty and Court Appearances.

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


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

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

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

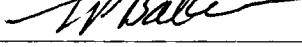
34
35 (b) Military Leave.

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

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

5 (3) Other Military Leave.

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

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

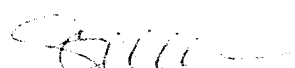
22 c. Applicable provisions of federal and state law shall govern
23 the granting of military leave and the faculty member's re-employment rights.

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

26
27 (c) Leave Pending Investigation. When the President or representative has
28 reason to believe that the faculty member's presence on the job will adversely affect the
29 operation of the University, the President or representative may immediately place the
30 faculty member on leave pending investigation of the event(s) leading to that belief. The
31 leave pending investigation shall commence immediately upon the President or
32 representative providing the faculty member with a written notice of the reasons
33 therefore. The leave shall be with pay, with no reduction of accrued leave.

34
35 (d) Other Leaves Provided Not Affecting Accrued Leave Balances. A faculty
36 member may be granted other leaves not affecting accrued leave balances which are
37 provided as follows:

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

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

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

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


22
23 (e) Official Emergency Closings. The President or President's representative
24 may close the University, or portions of the University, in the event an Executive Order
25 declaring an emergency has been issued. When natural disasters or other sudden and
26 unplanned emergency conditions occur which are not covered by an Executive Order, the
27 President or representative shall determine whether the University, or any portion thereof,
28 is affected by the emergency and is to be closed. Such closings will be only for the
29 period it takes to restore normal working conditions. Leave resulting from such an
30 emergency closing shall not reduce faculty members' leave balances.

31
32 17.11 Leave Without Pay.

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

38
39 (b) Salary Adjustment. The salary of a faculty member returning from
40 uncompensated leave shall be adjusted to reflect all non-discretionary increases
41 distributed during the period of leave. While on such leave, a faculty member shall be
42 eligible to participate in any special salary incentive programs such as the Teaching
43 Incentive Program.

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1
2 (c) Retirement Credit. Retirement credit for such periods of leave without pay
3 shall be governed by the rules and regulations of the Division of Retirement and the
4 provisions of Chapter 121, Florida Statutes.
5

6 (d) Accrual of Leave/Holiday Pay. While on leave without pay, the faculty
7 member shall retain accumulated sick leave and annual leave, but shall not accrue sick
8 leave or annual leave nor be entitled to holiday pay.
9

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

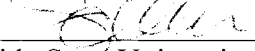
11 (1) Use of accrued leave with pay is authorized during a leave of
12 absence without pay for parental, foster care, medical, or military reasons. Such use of
13 leave with pay is provided under the following conditions:

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


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

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

25 (2) A faculty member's request for the use of accrued leave during a
26 period of leave without pay shall be made at the time of the faculty member's request for
27 the leave without pay. Such request shall include the amount of accrued leave the faculty
28 member wishes to use during the approved period of leave without pay. If circumstances
29 arise during the approved leave which causes the faculty member to reconsider the
30 combination of leave with and without pay, the faculty member may request approval of
31 revisions to the original approval.
32

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