

ARTICLE 17
LEAVES

1 17.1 Policy.

2 (a) The Board recognizes that from time to time faculty members will have
3 legitimate reasons for needing to take leave from assigned duties.

4 (1) Leave may be taken in varied increments of time.

5 (2) Leave may be with pay (paid) or without pay (unpaid) or a
6 combination of the two.

7 [T&SB1]

8
9 (b) No faculty member shall be penalized or disadvantaged for having taken
10 leave. However, a documented pattern of abuse of leave may be cause for corrective
11 disciplinary action under Article 16.

12
13 (c) Benefits During Paid Leave Periods

14 (1) Contributions made by the Board to the faculty member's
15 retirement and Social Security programs shall be continued on a basis proportional to the
16 University salary received during paid leaves.

17 (2) During an approved leave of absence for parental, medical
18 (including family medical), or military reasons, an employee may use accrued paid leave
19 in order to continue the contributions to State benefits and other expenses.

20 (3) Contributions made by the University to the employee insurance
21 programs and other employee benefits shall be continued during paid leaves.

22
23 (d) The following leaves are paid leaves:

24 (1) Official holidays (see Section 17.6)

25 (2) Sick leave-(if sick leave has been accrued) [see Section-17.9 (a)]

26 (3) Work-related illness or injury under the Worker's Compensation
27 law [see Section 17.9(c)]

28 (4) Paid Parental Leave [see Section 17.8(b)]

29 (5) Annual Leave for 12-month faculty [see Section 17.10]

30 (6) Administrative Leaves

31 a. Jury Duty and Court Appearances [see Section 17.11(a)]

32 b. Leave Pending Investigation [see Section 17.11(c)]

33 c. Military Leave [see Section 17.11(b)]

34 d. Florida Disaster Volunteer Leave [see Section 17.11(d)(1)]

35 e. Civil Disorder Or Disaster Leave [see Section 17.11(d)(2)]

36 f. Athletic Competition Leave [see Section 17.11 (d)(3)]

37 g. Disabled Veterans Reexamination or Treatment [see
38 Section 17.11(d)(4)]

39 h. Official Emergency Closings [see Section 17.11(e)]

40
41
42 (e) The following leaves are normally without pay, but may be taken with pay
43 by using accrued leave:

44 (1) Family and Medical Leave entitlements (see Section 17.7)

1 (2) Parental Leave without Pay [see Section 17.8, for cases not
2 covered by 17.8(e) Paid Parental Leave]

3 (3) Leaves for any military-service-related reason [see Section
4 17.13(e)(1)]

5 (4) Compulsory Medical Leave [see Section 17.9(d)]

6
7 (f) The following leaves be granted upon request of a qualifying faculty
8 member, under the appropriate circumstances:

9 (1) Family and Medical Leave entitlements (see Section 17.7)

10 (2) Parental Leave (see Section 17.8)

11 (3) Sick Leave [see Section 17.9(a)]

12 (4) Work-related illness or injury under the Worker's Compensation
13 law [see Section 17.9(c)]

14 (5) Jury Duty and Court Appearances [see Section 17.11(a)]

15 (6) Military Leave [see Section 17.11(b)]

16 (7) Athletic Competition Leave [see Section 17.11(d)(3)]

17 (8) Disabled Veterans Reexamination or Treatment [see Section
18 17.11(d)(4)]

19
20
21 (g) All other leaves are granted at the discretion of the appropriate
22 administrator. However, permission shall not be unreasonably withheld.

23
24 (h) No faculty member on paid leave may be employed simultaneously by
25 another employer unless the faculty member complies with requirements in State law and
26 this Agreement for extra compensation, outside employment/activities, and conflict of
27 interest.

28
29 (i) Unless agreed otherwise, a faculty member shall be employed in the same
30 or similar status upon completion of the approved leave period.

31
32 (j) Meetings and Conferences. Faculty members who, as part of their duties
33 and responsibilities, attend or conferences with University travel authorization shall not
34 be required to take leave. Instead, such attendance shall be considered time worked,
35 including travel time to out-of-town meetings and conferences, whether or not such travel
36 occurs during the normal work schedule.

37
38 (k) Sections 17.1(d) through 17.1(f) do not create or amend any provision of
39 Articles 17.2 through 17.12. In the event of a conflict between those sections of Article
40 17.1 and any part of Articles 17.2 through 17.12, Articles 17.2 through 17.12 will control.

41
42 **17.2** Requests for a Leave or Extension of Leave of One (1) Semester or More.

43 (a) For a leave of one (1) semester or more, a faculty member shall make a
44 written request, not less than 120 days prior to the beginning of the proposed leave, if
45 practicable.
46

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

4
5 (c) The University shall approve or deny such request in writing not later than
6 thirty (30) days after receipt of the request.

7
8 (d) An absence without approved leave or extension of leave shall subject the
9 faculty member to the provisions of Section 16.7.

10
11 (e) A faculty member's request for use of leave for an event covered by the
12 provisions of the Family and Medical Leave Act (FMLA) of 1993 (Public Law 103-3)
13 elaborated in Section 17.7 shall be submitted and responded to in accordance with the
14 provisions requirements of Section 17.67 and the FMLA.

15
16 17.23 Return from Leave.

17 (a) A faculty member who returns from an approved leave of absence with or
18 without pay shall be returned to the same classification, unless the University and the
19 faculty member agree in writing to other terms and conditions. ~~The return from FMLA~~
20 ~~leave shall be in accordance with Section 17.6.~~

21
22 (b) The salary of the faculty member shall be adjusted to reflect all non-
23 discretionary increases to which the faculty member would have been entitled had she/he
24 not been on leave.

25 (c) The return from FMLA leave shall be in accordance with Section 17.37
26 the FMLA.

27
28 17.4 Accrual During Leave with Pay.

29 (a) A faculty member shall accrue normal leave credits while on compensated
30 leave in full-pay status, or while participating in the sabbatical or professional
31 development programs.

32
33 (b) If a faculty member is on compensated leave in less than full-pay status
34 ~~for~~, other than for sabbaticals or professional development programs, the faculty member
35 shall accrue leave in proportion to the pay status.

36
37 (c) Accrued leave shall be credited on the last day of each pay period or, in
38 the case of separation, on the last day the faculty member is in pay status.

39
40 17.45 Tenure— Credit During Periods of Leave. Semester(s) during which a faculty
41 member is on compensated or uncompensated leave shall not be creditable for the
42 purpose of determining eligibility for tenure, except by mutual agreement of the faculty
43 member and the University. In deciding whether to credit such leave toward tenure
44 eligibility, the President or representative shall consider the duration of the leave, the
45 relevance of the faculty member's activities while on such leave to the faculty member's
46 professional development and to the faculty member's field of employment, the benefits,

1 if any, which accrue to the University by virtue of placing the faculty member on such
2 leave, and other appropriate factors.

3
4 | 17.56 Holidays.

5 (a) A faculty member shall be entitled to observe all official holidays
6 designated in accordance with Section 110.117, Florida Statutes. No classes shall be
7 scheduled on official holidays. Classes not held because of a holiday shall not be
8 rescheduled. Faculty members must be in pay status on the day prior to the holiday in
9 order to be paid for the holiday.

10
11 (b) Supervisors are encouraged not to require a faculty member to perform
12 duties on holidays; however, a faculty member required by a supervisor to perform duties
13 on holidays shall have the faculty member's schedule adjusted to provide equivalent time
14 off, up to a maximum of eight (8) hours for each holiday worked.

15
16 (c) If a faculty member who has ~~performed~~been required by a supervisor to
17 perform duties on a holiday terminates employment prior to being given time off, the
18 faculty member shall be paid, upon termination, for the holiday hours worked within the
19 previous twelve (12) month period at the faculty member's last regular pay rate.

20
21 | 17.67 Family and Medical Leave Act (FMLA) and Related Entitlements-

22 (a) The Family and Medical Leave Act of 1993 ("FMLA") is the common
23 name for the federal law (Public Law 103-3 and its final regulations, 29 CF Part 825)
24 providing eligible faculty members ~~an entitlement of up to twelve (12) work weeks (480~~
25 ~~hours) of continuous or intermittent leave without pay for qualified family or medical~~
26 ~~reasons during a one-year period. This Act entitles the faculty member to take leave~~
27 ~~without pay, where University policies permit, faculty members may use accrued leave~~
28 ~~with pay during any~~ under specified qualifying ~~family or medical leave circumstances.~~
29 [T&SB2] . The failure to list, define, or specify any particular provision or portion of the
30 FMLA in this Agreement shall in no way constitute a waiver of any of the rights or
31 benefits conferred to the employer or the faculty member through the FMLA.

32
33 (b) Implementation of FMLA Leave Entitlements.

34 (1) ~~In the University,~~ A faculty member, whether salaried or paid from
35 Other Personal Services (OPS), is entitled to twelve (12) work weeks of FMLA leave
36 ~~within a twelve (12) month period for any qualifying family or medical leave~~for any
37 qualifying family or medical circumstance within any twelve (12) month period. FMLA
38 also includes a special leave entitlement that permits eligible employees to take up to 26
39 weeks of leave to care for a covered service member during a single 12-month period. In
40 both of these cases, the University interprets the twelve-months as a rolling period,
41 counted backward from the day for which leave is taken.

42 (2) ~~Pursuant to Fla. Admin. Code 6C2-4.0015(13) a salaried faculty~~
43 ~~member is entitled to a parental~~The FMLA allows faculty members to take unpaid leave,
44 or to substitute accrued leave with pay for up any leave to six (6) which they are entitled by
45 the FMLA.

1 | ~~[T&SB3]~~ (3) All employees are eligible, including OPS employees, who have
2 | worked at least twelve (12) months in accordance with the provisions of Section 17.7, for
3 | a birth or adoption of, which need not have been consecutive, and who have worked at
4 | least 1250 hours in the faculty member's child. ~~twelve (12) months prior to the leave.~~

5 | ~~(4) A faculty member may take FMLA leave either continuously or~~
6 | ~~intermittently, depending upon the circumstances.~~

7 | ~~(5) If an eligible faculty member elects to take Parental Leave in~~
8 | ~~accordance with the provisions of Section 17.7, up to twelve (12) work weeks of such~~
9 | ~~leave may be counted against that faculty member's FMLA entitlement.~~

10 |
11 | (c) ~~Accounting for the Use of FMLA Leave in a Twelve-Month Period.~~

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

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

17 |
18 | ~~(d) Use and Approval of FMLA Leave.~~

19 |
20 | (1) The University shall approve FMLA leave for an eligible faculty
21 | member as long as the reasons for absence qualify under the FMLA and the faculty
22 | member has not exhausted the faculty member's ~~twelve (12) work weeks entitlement~~
23 | within the appropriate 12-month period for such leave. The faculty member may request
24 | FMLA leave as accrued leave, leave without pay, or a combination of both.

25 | (2) The University may require that the faculty member use accrued
26 | leave with pay prior to requesting leave without pay for ~~four hundred and eighty (480)~~
27 | ~~hours (12 workweeks) of FMLA leave.~~ Requiring the use of paid leave shall be applied
28 | consistently and may not be used merely to exhaust the faculty member's leave balance
29 | in order to prohibit the use of paid leave while on leave without pay as provided for in
30 | Section 17.112(e).

31 | (3) After the President or representative has acquired knowledge that
32 | the leave is being taken for an FMLA required reason, the President or representative
33 | shall within ~~two~~ five (5) business days, absent extenuating circumstances, notify the
34 | faculty member of ~~the period of their eligibility and rights and responsibilities under the~~
35 | ~~FMLA leave to be granted, including the date of return to employment. If the notice is~~
36 | ~~oral, it shall be confirmed in writing no later than the following payday (unless the~~
37 | ~~payday is less than one week after the oral notice, in which case the notice must be no~~
38 | ~~later than the subsequent payday).~~

39 |
40 | (ed) Medical Certification.

41 | (1) ~~The University may require a faculty member to provide Medical~~
42 | ~~certification from a health care provider is required for all FMLA leave without pay when~~
43 | ~~taken for events; the serious health condition of supervisor will provide the faculty~~
44 | ~~member or the faculty member's family member/member's spokesperson with the Health~~
45 | ~~Care Provider Certification form, to be completed by the attending health care provider.~~

1 (2) Medical certification may be required to affirm the faculty
2 member's ability to return to work and perform one or more of the essential functions of
3 the job within the meaning of the Americans with Disabilities Act (ADA), after being
4 absent on FMLA leave.

5
6 (fe) Return to Position. Upon return from FMLA leave, the faculty member
7 shall be returned to the same or equivalent position in the same class and work location,
8 including the same shift or equivalent schedule, unless the University and the faculty
9 member agree in writing to other conditions and terms under which such leave is to be
10 granted.

11
12 (gf) Continuation of Benefits. The use of FMLA leave by eligible faculty
13 members shall neither enhance nor decrease any rights or benefits normally accrued to
14 salaried faculty members during a leave with pay or any rights or benefits normally
15 accrued during a leave without pay.

16
17 (hg) If any provision of Section 17.6 ~~(FMLA)~~7 is inconsistent with or in
18 contravention of the Family Medical Leave Act of 1993, Public Law 103-3, or the Family
19 and Medical Leave Act Regulations, 29 CFR Part 825, or any subsequently enacted
20 legislation, then such provision shall be superseded by the laws or regulations referenced
21 above, except to the extent that the collective bargaining agreement or any faculty
22 member benefit program or plan provides greater family or medical leave rights to an
23 eligible faculty member.

24
25 17.78 Parental Leave.

26 (a) Standard Parental Leave. A faculty member shall be granted a parental
27 leave not to exceed six (6) months when the faculty member becomes a biological parent
28 or a child is placed in the faculty member's home pending adoption; foster care is not
29 covered under parental leave but is provided through the FMLA provisions in accordance
30 with Section 17.6.

31
32 ~~(b)~~ (1) If a faculty member plans to use a combination of accrued
33 leave and leave without pay, such request shall include the specific periods for each type
34 of leave requested. Use of accrued leave during an approved period of leave without pay
35 shall be in accordance with Section 17.44 ~~12~~(e).

36
37 ~~(e)~~ (2) The period of parental leave shall begin ~~no more than two~~
38 ~~(2) weeks before the expected~~ on a date of that is determined by the faculty member in
39 consultation with the child's arrival ~~President or representative and following written~~
40 notification to and approval by the President or representative.

41 ~~(13)~~ (13) The President or representative shall acknowledge to the faculty
42 member in writing the period of leave to be granted, that such leave counts against the
43 faculty member's unused FMLA entitlements in accordance with Section 17.67 of this
44 Agreement, and the date of return to employment.

45 (24) At the end of the approved parental leave and at the faculty
46 member's request, the President or representative shall grant part-time leave without pay

1 for a period not to exceed one (1) year, unless the President or representative determines
2 that granting such leave would be inconsistent with the best interests of the University.

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

6
7 ~~(d)~~ ~~(6)~~ Upon agreement between the faculty member and the
8 University, intermittent leave under the FMLA leave or a reduced work schedule may be
9 approved for the birth of qualifying circumstances in accordance with Section 17.8(a).

10
11 (b) Paid Parental Leave – No more than once in the course of a faculty
12 member's child or placement of a child with employment at the University, and upon
13 completion of the following conditions, a faculty member shall be granted, upon request,
14 a paid parental leave not to exceed six (6) months when the faculty member becomes a
15 parent or a child is placed in the faculty member's home for adoption in accordance with
16 Section 17.6. Paid parental leave will not be granted to two faculty members for the same
17 birth or adoption. This benefit applies only to faculty members who are paid by E&G
18 funds.

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

30 (2) Commitment to Return – The faculty member must agree in
31 writing to return to University employment for at least one (1) academic year following
32 participation in the program. Agreements to the contrary must be reduced to writing prior
33 to participation.

34 (3) Notice and Use With Other Leave(s) – Paid leave shall not be
35 granted that relieves the faculty member of both teaching and service assignments for
36 more than one semester. This provision does not prohibit deans or chairs from modifying
37 duty assignments before and after the paid leave. The faculty member must request use of
38 the paid parental leave in advance, no later than three (3) months prior to the beginning of
39 the leave. A shorter notice period may be allowed, on a case-by-case basis, for good
40 cause and/or special circumstances, by the faculty member's supervisor. Unless approved
41 in writing by the faculty member's supervisor, paid parental leave may not be used
42 immediately before or after Sabbaticals, Professional Development Leave, or Leave
43 Without Pay. Paid parental leave may not be used on a part-time basis unless the faculty
44 member is at least partially E&G funded. The timeframe for paid parental leave shall not
45 exceed six (6) consecutive months regardless of any agreement to allow a faculty
46 member to utilize this benefit on a part-time basis

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

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

8
9 **17.89 Leaves Due to Illness/Injury.**

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

15 (a) Sick Leave.

16 (1) Accrual of Sick Leave.

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

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

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

25 (2) Uses of Sick Leave.

26 a. Sick leave shall be accrued before being taken, except as
27 provided for in Section 17.8 Parental Leave, and also provided that a faculty member
28 who participates in a sick leave pool shall not be prohibited from using sick leave
29 otherwise available to the faculty member through the sick leave pool.

30 b. Sick leave shall be authorized for the following purposes:

31 1. The faculty member's personal illness, injury, or
32 exposure to a contagious disease ~~which would endanger others~~.

33 2. The faculty member's personal appointments with ~~a~~
34 health care ~~provider~~ providers.

35 3. The illness, injury, or ~~injury~~ appointment with health
36 care provider of a member of the faculty member's immediate family, at the discretion of
37 the supervisor. Approval of requests for use of reasonable amounts of sick leave for
38 caring for a member of the faculty member's immediate family shall not be unreasonably
39 withheld. "Immediate family" means the spouse and the grandparents, parents, brothers,
40 sisters, children, and grandchildren of both the faculty member and the spouse, and
41 dependents living in the household.

42 4. The death of a member of the faculty member's
43 immediate family, (as defined above), at the discretion of the supervisor. Approval of
44 requests for use of reasonable amounts of sick leave for the death of a member of the
45 faculty member's immediate family shall not be unreasonably withheld.

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

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

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

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

22 (4) Transfer of Credits.

23 a. Upon re-employment with the University within 100 days,
24 the full balance of accrued sick leave shall accompany the faculty member unless the
25 faculty member has received a lump sum payment for accrued sick leave. If a faculty
26 member has received such a lump sum payment, the faculty member may elect in writing,
27 upon re-employment, to restore the faculty member's accrued sick leave. Such restoration
28 will be effective upon repayment of the full lump sum leave payment.

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

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

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

43 (5) Payment for Unused Sick Leave.

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

1 b. A faculty member who has completed ten (10) or more
2 years of state service, has not been found guilty or has not admitted to being guilty of
3 committing, aiding, or abetting any embezzlement, theft, or bribery in connection with
4 state government, or has not been found guilty by a court of competent jurisdiction of
5 having violated any state law against or prohibiting strikes by public faculty members,
6 and separates from state government because of retirement for other than disability
7 reasons, termination, or death, shall be compensated at the faculty member's current
8 regular hourly rate of pay for one-eighth of all unused sick leave accrued prior to October
9 1, 1973, plus one-fourth of all unused sick leave accrued on or after October 1, 1973;
10 provided that one-fourth of the unused sick leave since 1973 does not exceed 480 hours.

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

20 d. All payments for unused sick leave authorized by Section
21 110.122, Florida Statutes, shall be made in lump sum and shall not be used in
22 determining the average final compensation of a faculty member in any state
23 administered retirement system. A faculty member shall not be carried on the payroll
24 beyond the last official day of employment, except that a faculty member who is unable
25 to perform duties because of a disability may be continued on the payroll until all sick
26 leave is exhausted.

27 e. If a faculty member has received a lump sum payment for
28 accrued sick leave, the faculty member may elect in writing, upon re-employment within
29 100 days, to restore the faculty member's accrued sick leave. Restoration will be
30 effective upon the repayment of the full lump sum leave payment.

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

34
35 (b) Job-Related Illness/Injury.

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

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

43 a. The faculty member may elect to use accrued leave in an
44 amount necessary to receive salary payment that will increase the Workers'
45 Compensation payments to the total salary being received prior to the occurrence of the

1 illness/injury. In no case shall the faculty member's salary and Workers' Compensation
2 benefits exceed the amount of the faculty member's regular salary payments; or

3 b. The faculty member shall be placed on leave without pay
4 and shall receive normal Workers' Compensation benefits if the faculty member has
5 exhausted all accrued leave in accordance with paragraph (a-~~7~~), above, or the faculty
6 member elects not to use accrued leave.

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

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

15 a. offer the faculty member part-time employment;
16 b. place the faculty member in leave without pay status or
17 extend such status;
18 c. request the faculty member's resignation; or
19 d. release the faculty member from employment,
20 notwithstanding any other provisions of this Agreement.

21
22 (c) Compulsory Leave.

23 (1) Placing Faculty Members on Compulsory Leave.

24 a. If a faculty member is unable to perform assigned duties
25 due to illness ~~or~~ injury, the President or representative may require the faculty member
26 to submit to a medical examination, the results of which shall be released to the
27 University, by a health care provider chosen and paid by the University or by a health
28 care provider chosen and paid by the faculty member, who is acceptable to the President
29 or representative. Such health care provider shall submit the appropriate medical
30 certification(s) to the University.

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

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

37 (2) Conditions of Compulsory Leave.

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

44 b. The compulsory leave period may be leave with pay or
45 leave without pay. If the compulsory leave combines the use of accrued leave with leave
46 without pay, the use of such leave shall be in accordance with Section 17.~~4~~12(e).

1 c. If the faculty member fulfills the terms and conditions of
2 the compulsory leave and receives a current medical certification that the faculty member
3 is able to perform assigned duties, the President or representative shall return the faculty
4 member to the ~~faculty member's previous duties, if possible, same~~ or ~~to~~-equivalent
5 duties, position in the same classification and work location.
6

7 (3) Duration. Compulsory leave, with or without pay, shall be for a
8 period not to exceed the duration of the illness/injury or one year, whichever is less.
9

10 (4) Failure to Complete Conditions of Compulsory Leave or Inability
11 to Return to Work. If the faculty member fails to fulfill the terms and conditions of a
12 compulsory leave and/or is unable to return to work and perform assigned the essential
13 duties of the faculty member's position at the end of a leave period, the President or
14 representative ~~should~~shall advise the faculty member, as appropriate, of the Florida
15 Retirement System's disability provisions and application process, and may, based upon
16 the University's needs:

17 a. offer the faculty member part-time employment or
18 modified duties;

19 b. place the faculty member in leave without pay status in
20 accordance with Section 17.1112 or extend such status;

21 c. request the faculty member's resignation; or

22 d. release the faculty member from employment,
23 notwithstanding any other provisions of this Agreement.
24

25 17.910 Annual Leave

26 (a) Accrual of Annual Leave.

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

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

40 (3) Academic year faculty members, faculty members appointed for
41 less than nine (9) months, and OPS faculty members shall not accrue annual leave.
42

43 (b) Use and Transfer of Annual Leave.

44 (1) Annual leave shall be accrued before being taken, except in those
45 instances where the President or representative may authorize the advancing of annual
46 leave. When leave has been advanced and employment is terminated prior to the faculty

1 member accruing sufficient annual leave to credit against the leave that was advanced,
2 the state shall deduct from the faculty member's warrant the cost of any annual leave
3 advanced under this provision. All requests for annual leave shall be submitted by the
4 faculty member to the supervisor as far in advance as possible and appropriate. Approval
5 of the dates on which a faculty member wishes to take annual leave shall be at the
6 discretion of the supervisor and shall be subject to the consideration of departmental/unit
7 and organizational scheduling.

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

12 a. transfer up to forty-four (44) days of unused annual leave if
13 a reciprocal leave agreement has been obtained in accordance with 17.910(b)(5); or

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

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

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

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

31
32 (c) Payment for Unused Annual Leave.

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

42 (2) Upon transfer from an annual leave-accruing contract to an
43 academic year the faculty member may elect to retain all unused annual leave until such
44 time, not to exceed two (2) years, as the faculty member transfers back to an annual
45 leave-accruing contract or terminates employment with the University. Upon such
46 termination or at the end of two (2) years, whichever comes first, the unused leave

1 balance shall be paid in lump sum for up to forty-four days (352 hours) at the annual rate
2 the faculty member was accruing as of the faculty member's last day of work on an
3 annual leave-accruing contract.

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

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

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

22
23 | ~~17.1011~~ Administrative Leaves.

24 (a) Jury Duty and Court Appearances.

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

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

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

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

44
45 (b) Military Leave.

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

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

12 (3) Other Military Leave.

13 a. A faculty member, except one who is employed in a
14 temporary position or employed on a temporary basis, who is drafted, who volunteers for
15 active military service, or who is ordered to active duty (not active duty training) shall be
16 granted leave in accordance with Chapter 43 of Title 38, United States Code. Active
17 military service includes active duty with any branch of the United States Army, Air
18 Force, Navy, Marine Corps, Coast Guard, National Guard of the State of Florida, or other
19 service as provided in Sections 115.08 and 115.09, Florida Statutes. Such leave shall be
20 without a reduced performance rating.

21 b. Such leave of absence shall be verified by official orders or
22 appropriate military certification. The first thirty (30) days of such leave shall be with
23 full-pay and shall not affect a faculty member's annual or sick leave balance. The
24 remainder of military leave shall be without pay unless the faculty member elects to use
25 accumulated annual leave or appropriate leave as provided in 17.~~4011~~(d)(4) below, or the
26 employer exercises its option under Section 115.14, Florida Statutes, to supplement the
27 faculty member's military pay. Leave payment for the first thirty (30) days shall be made
28 only upon receipt of evidence from appropriate military authority that thirty (30) days of
29 military service have been completed.

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

32 d. Use of accrued leave is authorized during a military leave
33 without pay in accordance with Section 17.~~4112~~.

34
35 (c) Leave Pending Investigation. When the President or representative has
36 reason to believe that the faculty member's presence on the job will adversely affect the
37 operation of the University, the President or representative may immediately place the
38 faculty member on leave pending investigation of the event(s) leading to that belief. The
39 leave pending investigation shall commence immediately upon the President or
40 representative providing the faculty member with a written notice of the reasons
41 therefore. The leave shall be with pay, with no reduction of accrued leave.
42

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

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

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

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

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

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

37
38 | 17.H12 Leave Without Pay.

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

44 | (1) If practicable, the request should be made not later than 120 days
45 | prior to the beginning of the academic term or date the leave is requested. The Board or

1 designee shall approve or deny such request in writing not later than thirty (30) days after
2 receipt of the request.

3 (2) Faculty members on unpaid personal leave of absence will be
4 responsible for the entire cost of benefit premiums.

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

11
12 (c) Retirement Credit. Retirement credit for such periods of leave without pay
13 shall be governed by the rules and regulations of the Division of Retirement and the
14 provisions of Chapter 121, Florida Statutes.

15
16 (d) Accrual of Leave/Holiday Pay. While on leave without pay, the faculty
17 member shall retain accumulated sick leave and annual leave, but shall not accrue sick
18 leave or annual leave nor be entitled to holiday pay.

19
20 (e) Use of Accrued Leave During an Approved Period of Leave Without Pay.

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

24 a. Notwithstanding the provisions of Section 17.89(a)(2)
25 regarding the use of sick leave, a faculty member may use any type of accrued leave in an
26 amount necessary to cover the faculty member's contribution to the state insurance
27 program ~~and other expenses incurred by the faculty member during an approved period~~
28 ~~of leave without pay for parental, foster care, medical, or military reasons, and for other~~
29 ~~expenses.~~

30 b. Normally the use of accrued leave during a period of leave
31 without pay for medical reasons shall be approved for up to six (6) months, but may be
32 approved for up to one year for the serious health condition of the faculty member or a
33 member of the faculty member's immediate family. (as defined in 17.9(a)(2)).

34 c. The employer contribution to the State insurance program
35 will continue for the corresponding payroll periods.

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