Article 17
LEAVES

17.1 Policy and Leave Topics

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

(b) Leave Topics in this Article

(1) Requests for Leave / Extension and Return from Leave (17.2)
(2) Accrual During Leave with Pay (17.3)
(3) Tenure Credit During Periods of Leave (17.4)
(4) Holidays (17.5)
(5) Family and Medical Leave Act (FMLA) Entitlements (17.6)
(6) ~~Parental~~ ~~Parental~~ ~~Family~~ ~~Family~~Parental Leave, Paid and Unpaid (17.7)
(7) Leaves Due to Illness/Injury including Sick Leave (17.8)
(8) Annual Leave (Paid Vacation) (17.9)
(9) Administrative Leaves (17.10)
  a. Jury Duty and Court Appearances (17.10(a))
  b. Leave Pending Investigation (17.10(c))
  c. Other Leaves Not Affecting Leave Balances (17.10(d))
  d. Official Emergency Closings (17.10(e))
  e. Bereavement Leave (17.10(f))
(10) Military Leave (17.11)
(11) Further Provisions on Leave Without Pay (17.12)

17.2 Requests for Leave or Leave and Return from Leave.

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

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

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

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

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

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

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

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

17.5 Holidays.

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

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

17.6 Family and Medical Leave Act (FMLA)

(a) The Family and Medical Leave Act of 1993 ("FMLA") is the common name for the federal law providing eligible faculty members an entitlement of up to twelve (12) work weeks (480 hours) of continuous or intermittent leave without pay for qualified family or medical reasons during a one-year period. This Act entitles the faculty member to take leave without pay; where University policies permit, faculty members may use accrued leave with pay during any qualifying family or medical leave. The failure to list, define, or specify any particular provision or portion of the FMLA in this Agreement shall in no way constitute a waiver of any of the rights or benefits conferred to the employer or the faculty member through the FMLA.

(b) FMLA Leave Entitlements.

(1) In the University, a faculty member, whether salaried or paid from Other Personnel Services (OPS), is entitled to twelve (12) work weeks of FMLA leave within a rolling twelve (12)

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month period, measured backward, for any qualifying family or medical leave. FMLA also includes a special leave entitlement that permits eligible employees to take up to 26 weeks of leave to care for a covered service member during a single 12-month period.

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

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

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

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

(d) Use and Approval of FMLA Leave.

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

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

(3) After the President or representative has acquired knowledge that the leave is being taken for an FMLA required reason, the President or representative shall within five business days, absent extenuating circumstances, notify the faculty member her/his eligibility and rights and responsibilities under the FMLA.

(e) Medical Certification.

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

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

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

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

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

~~17.7 Paid Family Leaves. During the course of a faculty member's employment at the University, and upon completion of the conditions itemized below, a faculty member shall be granted, upon request, paid family leaves not to exceed a total of nine (9) eight (8) seven (7)six (6) months in the event that (a) they become a biological parent or a child is placed in their home for purposes of adoption ("parental leave") or (b) in the event that they are caring for a sick family member ("family-related leave"). "Family member" includes spouses, biological or adoptive parents, biological or adoptive children, step-children, and biological or adoptive siblings. In the case of parental leave, a faculty member may request it to begin as early as the start of the semester in which the birth or adoption is anticipated to occur (or up to three months early for non-instructional faculty). The period of parental leave shall begin no later than six (6) months after the documented date of the birth or adoption. In the case of family-related leave, notice of intent to take the leave must be given as soon as practicable.~~

~~(a) Eligibility Conditions. Paid family leaves will not be granted to any faculty member that is appointed in "Visiting" or "Provisional" status. Contract and grant funded faculty members shall be eligible to the extent that such program benefits are permitted by the terms of the contract or grant and the rules of the funding agency, and adequate funds are available for this purpose in the contract or grant. Instructional faculty members may only be relieved from regular teaching duties for one semester, per qualifying event, while using paid family leave. This provision does not prohibit deans or chairs, in consultation with the faculty member, from modifying duty assignments before and after the paid leave, such as offering adjusted expectations for teaching and service responsibilities, including location, time, work assignments, and intensity.~~

~~(b) Medical Certification. Medical certification is required for paid family related leaves; the supervisor will provide the faculty member or the faculty member's spokesperson the Health Care Provider Certification form, to be completed by the attending health care provider.~~

~~(c) Commitment to Return. The faculty member must agree in writing to return to University employment for at least one (1) academic year following participation in the program. A faculty member who fails to fulfill this commitment shall be responsible for repayment of the portion of~~

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~~the paid family leave used in excess of his or her leave balance. Agreements to the contrary must be reduced to writing.~~

~~(d) Notice and Use with Other Leave(s). Paid leave shall not be granted that relieves the faculty member of both teaching and service assignments for more than one semester. This provision does not prohibit deans or s from modifying duty assignments before and after the paid leave. Unless approved in writing by the faculty member's supervisor, paid family leave may not be used immediately before or after other leave or sabbaticals. Paid family leave may not be used on a part-time basis unless the faculty member is partially E&G funded or an agreement has been reduced to writing.~~

~~(e) Signed Agreement. The faculty member is required to sign a written agreement detailing the terms of this benefit. Use of this benefit is contingent upon execution of the signed documentation.~~

~~(f) Repayment. Repayment of salary received during family leave shall be required in those instances where salary is paid in the absence of a signed agreement~~

17.7 Parental Leaves.

(a) Paid Parental Leave. During the course of a faculty member's employment at the University, and upon completion of the following conditions, a faculty member shall be granted, upon request, paid parental leave not to exceed six (6) months. Such leave will be granted to a faculty member in the event that they become a biological parent, or a child is placed in the faculty member's home for purposes of adoption by the faculty member. A faculty member may request for their paid parental leave to begin as early as the start of the semester in which the birth or adoption is anticipated to occur (or up to three months early for non-instructional faculty). The period of leave shall begin no later than six (6) months after the documented date of the birth or adoption. The faculty member may use the entire six (6) months of leave for one qualifying event, subject to the provisions outlined in this article, or they may split the six (6) months and use for two (2) qualifying events. Faculty members who, prior to Fall 2025, have taken a paid parental leave lasting fewer than six (6) months will be eligible for one future qualifying event for the remainder of their six (6) month allotment.

(1) Eligibility Conditions. Paid parental leave will not be granted to any faculty member that is appointed in "Visiting" or "Provisional" status. Contract and grant funded faculty members shall be eligible to the extent that such program benefits are permitted by the terms of the contract or grant and the rules of the funding agency, and adequate funds are available for this purpose in the contract or grant. Instructional faculty members may only be relieved from regular teaching duties for one semester, per qualifying event, while using paid parental leave. This provision does not prohibit deans or chairs, in consultation with the faculty member, from modifying duty assignments before and after the paid leave, such as offering adjusted expectations for teaching and service responsibilities, including location, time, work assignments, and intensity.

(2) Commitment to Reimbursement. A faculty member who utilizes this benefit and is

eligible for a leave payout upon separation, or upon transfer from an annual leave contract to a non-annual leave accruing contract, shall have the hours utilized in parental leave deducted from his or her gross total accrued leave balance, applying sick leave first. With the exception of section 17.7(a)(2) below, a faculty member whose sick and/or annual leave balance is insufficient to cover the amount of parental leave utilized shall not be responsible for repayment.

(3) Commitment to Return. The faculty member must agree in writing to return to University employment for at least one (1) academic year following each qualifying event. A faculty member who fails to fulfill this commitment for a qualifying event shall be responsible for repayment of the portion of the parental leave utilized for that qualifying event in excess of his or her leave balance. Agreements to the contrary must be reduced to writing.

(4) Notice and Use with Other Leave(s). The faculty member must request use of the paid parental leave in advance, no later than three (3) months prior to the beginning of the leave. A shorter notice period may be allowed on a case-by-case basis, for good cause and/or special circumstances, by the faculty member's supervisor. Unless approved in writing by the faculty member's supervisor, paid parental leave may not be used immediately before or after sabbaticals, professional development leave, or leave without pay, as specified in Section 17.12.

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

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

(b) Other Parental Leave.

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

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

(3) The period of parental leave may begin as early as the start of the semester in which the birth or adoption is anticipated to occur (or up to three months early for non-instructional faculty).

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

b. At the end of the approved parental leave and at the faculty member's request, the President or representative shall grant part-time leave without pay for a period not to exceed

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one (1) year, unless the President or representative determines that granting such leave would be inconsistent with the best interests of the University.

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

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

17.8 Leaves Due to Illness/Injury.

Illness/Injury is defined as any physical or mental impairment of health, including such an impairment proximately resulting from pregnancy, which does not allow a faculty member to fully and properly perform the duties of the faculty member's position. When a faculty member's illness/injury may be covered by the Americans with Disabilities Act Amendments Act (ADAAA), the provisions of Public Law 110-335 shall apply.

(a) Sick Leave.

(1) Accrual of Sick Leave.

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

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

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

(2) Uses of Sick Leave.

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

b. Sick leave shall be authorized for the following:

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

ii. The faculty member's personal appointments with a health care provider.

iii. The illness or injury of a member of the faculty member's immediate family~~,~~ ~~at the discretion of the supervisor~~. Approval of requests for use of reasonable amounts of sick leave for caring for a member of the faculty member's immediate family shall not be unreasonably withheld~~., particularly in regards to teaching and on-campus duties, particularly in regard to teaching and on-campus duties~~. "Immediate family" means the spouse, grandparents, parents, brothers, sisters, children, and grandchildren of both the faculty member and the faculty member's spouse, and dependents living in the household.

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

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

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

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

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

(4) Transfer of Credits.

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

b. When a faculty member moves from a position in a Florida governmental entity (state agency, university, community college, county or city) to a leave-accruing position within the University, the faculty member may transfer up to two hundred and forty (240) hours, or more with the approval of the hiring department, of unused sick leave accrued in the classification and pay plan in which the faculty member was previously employed and for which payment has not been received; however, no more than thirty-one (31) days may elapse between jobs.

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

(5) Payment for Unused Sick Leave.

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

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

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

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

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

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

(b) Job-Related Illness/Injury.

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

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

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

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

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

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

a. offer the faculty member part-time employment;

b. place the faculty member in leave without pay status or extend such status;

c. request the faculty member's resignation; or

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

(c) Compulsory Leave.

(1) Placing Faculty Members on Compulsory Leave.

a. If the President, Provost, or their delegate determines that a faculty member is unable to perform assigned duties due to illness, disability, or injury the President or representative may require the faculty member to submit to a medical examination, the results of which shall be released to the University, by a health care provider chosen and paid by the University or by a health care provider chosen and paid by the faculty member, who is acceptable to the President or representative. Such health care provider shall submit the appropriate medical certification(s) to the University.

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

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

(2) Conditions of Compulsory Leave.

a. Written notification to the faculty member placing the faculty member on compulsory leave shall include the duration of the compulsory leave period and the conditions under which the faculty member may return to work. These conditions may include the

requirement of the successful completion of, or participation in, a program of rehabilitation or treatment, and follow-up medical certification(s) by the health care provider, as appropriate.

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

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

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

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

a. offer the faculty member part-time employment;

b. place the faculty member in leave without pay status in accordance with Section 17.11 or extend such status;

c. request the faculty member's resignation; or

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

17.9 Annual Leave.

(a) Accrual of Annual Leave.

(1) Full-time, salaried faculty members holding 12-month appointments shall accrue annual leave at the rate of 6.769 hours biweekly or 14.667 hours per month (or a number of hours that is directly proportionate to the number of days worked during less than a full-pay period for full-time faculty members), and the hours accrued shall be credited at the conclusion of each pay period or, upon termination, at the effective date of termination. Faculty members may accrue annual leave in excess of the year-end maximum during a calendar year. Faculty members with accrued annual leave in excess of the year-end maximum as of the last full pay period of the current year shall have any excess converted to post October 1, 1973 sick leave on an hour-for-hour basis at the end of the first full pay period of the following year.

(2) Part-time, salaried faculty members holding 12-month appointments shall accrue annual leave at a rate directly proportionate to the percent of time employed.

(3) Academic year faculty members (9-month faculty members) and OPS faculty members shall not accrue annual leave.

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(b) Use and Transfer of Annual Leave.

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

(2) When a faculty member moves from a position in a governmental entity (state agency, university, community college, county or city) within Florida to an annual leave accruing position within the University, eighty (80) hours, or more with the approval of the hiring department/unit, of unused annual leave accrued in the classification and pay plan in which the faculty member was previously employed and for which payment was not made may accompany the faculty member; however, no more than thirty-one (31) days may elapse between jobs.

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

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

(c) Payment for Unused Annual Leave.

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

(2) Upon transfer from an annual leave-accruing contract to an academic year the faculty member may elect to retain all unused annual leave until such time, not to exceed two (2) years, as the faculty member transfers back to an annual leave-accruing contract or terminates employment with the University. Upon such termination or at the end of two (2) years, whichever comes first, the unused leave balance shall be paid in lump sum for up to forty-four days (352

hours) at the annual rate the faculty member was accruing as of the faculty member's last day of work on an annual leave-accruing contract.

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

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

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

17.10 Administrative Leaves.

(a) Jury Duty and Court Appearances.

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

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

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

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

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

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

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

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

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

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

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

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(e) Bereavement Leave.

(1) In the event of a death in the immediate family of a faculty member, the faculty member is entitled to two ~~two five~~ (2~~5~~) days paid bereavement leave to attend to necessary arrangements and appropriate observances~~, before utilizing sick leave~~. ~~If the faculty member needs to travel more than 500 miles, seven (7) days paid bereavement leave will be granted.~~

(2) Nothing in this article is intended to preclude faculty members from exercising additional leave rights provided elsewhere in this article, including the use of unpaid leave, in association with bereavement. If the faculty member does not have sufficient ~~enough~~ accrued paid ~~sick~~ leave and they are in the first year of their employment, the University may advance up to five (5) additional days of paid leave.

~~to cover the bereavement period, an additional five (5) days paid bereavement leave will be provided by the University.~~

(3) If the employee is granted leave advancement under this provision, any leave accrued after the advancement is granted shall first be applied toward repayment of the advanced leave until the advancement has been fully repaid.

(4) If a faculty member separates from University employment before the advanced leave has been fully repaid, the faculty member shall have a financial obligation to repay the value of the remaining hours.

17.11 Military Leave. Leave shall be granted in accordance with the provisions of this section upon presentation of a copy of the faculty member's official orders or appropriate military certification.

(a) Short-term Military Training. A faculty member who is a member of the United States Armed Forces Reserve, including the National Guard, shall be granted leave with pay during periods in which the faculty member is engaged in annual field training or other active or inactive duty for training exercises. Such leave with pay shall not exceed 240 hours in any one (1) federal fiscal year (October 1 - September 30).

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

(c) Other Military Leave.

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

(2) Such leave of absence shall be verified by official orders or appropriate military certification. The first thirty (30) days of such leave shall be with full pay and shall not affect a faculty member's annual or sick leave balance. The remainder of military leave shall be without

pay unless the faculty member elects to use accumulated annual leave or appropriate leave as provided in 17.11(c)(4) below, or the employer exercises its option under Section 115.14, Florida Statutes, to supplement the faculty member's military pay. Leave payment for the first thirty (30) days shall be made only upon receipt of evidence from appropriate military authority that thirty (30) days of military service have been completed.

(3) Applicable provisions of federal and state law shall govern the granting of military leave and the faculty member's re-employment rights.

(4) Use of accrued leave is authorized during a military leave without pay in accordance with Section 17.12.

17.12 Leave Without Pay.

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

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

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

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

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

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

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

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

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

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

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