

1 **Article 17**
2 **LEAVES**

3 17.1 Policy and Leave Topics

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

6 (b) Leave Topics in this Article

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

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

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

10 (4) Holidays (17.5)

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

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

13 ~~(7)~~ Paid Family Leave (17.8)

14 ~~(87)~~ Leaves Due to Illness/Injury including Sick Leave (17.98)

15 ~~(98)~~ Annual Leave (Paid Vacation) (17.109)

16 ~~(109)~~ Administrative Leaves (17.110)

17 a. Jury Duty and Court Appearances (17.110(a))

18 b. Leave Pending Investigation (17.110(b))

19 c. Other Leaves Not Affecting Leave Balances (17.110(c))

20 d. Official Emergency Closings (17.110(d))

21 e. Bereavement Leave (17.110(e))

22 ~~(110)~~ Military Leave (17.124)

23 ~~(124)~~ Further Provisions on Leave Without Pay (17.132)

24 17.2 Requests for Leave or Leave and Return from Leave.

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

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

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

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

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

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

40 17.3 Accrual During Leave with Pay. A faculty member shall accrue normal leave credits
41 while on compensated leave in full-pay status, or while participating in the sabbatical or
42 professional development programs. If a faculty member is on compensated leave in less than
43 full-pay status for other than sabbaticals or professional development programs, the faculty
44 member shall accrue leave in proportion to the pay status.

45 17.4 Tenure Credit During Periods of Leave. Semester(s) during which a faculty member is on
46 compensated or uncompensated leave shall not be creditable for the purpose of determining
47 eligibility for tenure, except by mutual agreement of the faculty member and the University. In
48 deciding whether to credit such leave toward tenure eligibility, the President or representative
49 shall consider the duration of the leave, the relevance of the faculty member's activities while on
50 such leave to the faculty member's professional development and to the faculty member's field
51 of employment, the benefits, if any, which accrue to the University by virtue of placing the
52 faculty member on such leave, and other appropriate factors.

53 17.5 Holidays.

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

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

61 17.6 Family and Medical Leave Act (FMLA)

62 (a) The Family and Medical Leave Act of 1993 ("FMLA") is the common name for the
63 federal law providing eligible faculty members an entitlement of up to twelve (12) work weeks
64 (480 hours) of continuous or intermittent leave without pay for qualified family or medical
65 reasons during a one-year period. This Act entitles the faculty member to take leave without pay;
66 where University policies permit, faculty members may use accrued leave with pay during any
67 qualifying family or medical leave. The failure to list, define, or specify any particular provision
68 or portion of the FMLA in this Agreement shall in no way constitute a waiver of any of the
69 rights or benefits conferred to the employer or the faculty member through the FMLA.

70 (b) FMLA Leave Entitlements.

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

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

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

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

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

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

85 (d) Use and Approval of FMLA Leave.

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

91 (2) The University may require that the faculty member use accrued leave with pay
92 prior to requesting leave without pay for four hundred and eighty (480) hours (12 workweeks) of
93 FMLA leave. Requiring the use of paid leave shall be applied consistently and may not be used
94 merely to exhaust the faculty member's leave balance in order to prohibit the use of paid leave
95 while on leave without pay as provided for in Section 17.13+(e).

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

100 (e) Medical Certification.

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

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

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

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

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

120 17.7 Parental Leaves.

121 (a) Paid Parental Leave. Faculty shall be granted six (6) months' paid parental leave during
122 the course of a faculty member's employment at FSU. The total leave may be broken into two
123 segments. A paid parental leave segment may begin as early as three (3) months prior to the
124 anticipated date on which ~~No more than once in the course of a faculty member's employment at~~
125 ~~the University, and upon completion of the following conditions, a faculty member shall be~~
126 ~~granted, upon request, a paid parental leave not to exceed six (6) months. Such leave will be~~
127 ~~granted to a faculty member in the event that~~ they become a biological parent or a child is placed
128 in the faculty member's home for purposes of adoption by the faculty member, but no later than
129 six (6) months after that date. A faculty member may request for their paid parental leave to
130 begin as early as the start of the semester in which the birth or adoption is anticipated to occur
131 (or up to three months early for non-instructional faculty). The period of leave shall begin no
132 later than six (6) months after the documented date of the birth or adoption.

133 (1) Eligibility Conditions. Paid parental leave will not be granted to two faculty
134 members for the same birth or adoption or to any faculty member that is appointed in "Visiting"
135 or "Provisional" status. Contract and grant funded faculty members shall be eligible to the extent
136 that such program benefits are permitted by the terms of the contract or grant and the rules of the
137 funding agency, and adequate funds are available for this purpose in the contract or grant.
138 Instructional faculty members may only be relieved from regular teaching duties for one
139 semester while using paid parental leave. This provision does not prohibit deans or chairs, in
140 consultation with the faculty member, from modifying duty assignments before and after the
141 paid leave. Paid parental leave may not be used on a part-time basis unless the faculty member is
142 partially E&G funded or an agreement has been reduced to writing.

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

149 (3) Commitment to Return. The faculty member must agree in writing to return to
150 University employment for at least one (1) academic year following participation in the program.

151 A faculty member who fails to fulfill this commitment shall be responsible for repayment of the
152 portion of the parental leave utilized in excess of his or her leave balance. Agreements to the
153 contrary must be reduced to writing.

154 (4) Notice and Use with Other Leave(s). The faculty member must request use of the
155 paid parental leave in advance, no later than three (3) months prior to the beginning of the leave.
156 A shorter notice period may be allowed on a case-by-case basis, for good cause and/or special
157 circumstances, by the faculty member's supervisor. Unless approved in writing by the faculty
158 member's supervisor, paid parental leave may not be used immediately before or after
159 sabbaticals, professional development leave, or leave without pay, as specified in Section
160 | 17.132.

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

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

167 (b) Other Parental Leave.

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

172 (2) If a faculty member plans to use a combination of accrued leave and leave without
173 pay, such request shall include the specific periods for each type of leave requested. Use of
174 accrued leave during an approved period of leave without pay shall be in accordance with
175 | Section 17.124(e).

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

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

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

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

190 d. Upon agreement between the faculty member and the University, intermittent
191 FMLA leave or a reduced work schedule may be approved for the birth of the faculty member's

192 child or placement of a child with the faculty member for adoption in accordance with Section
193 17.6.

194 17.8 Paid Family Leave. No more than once in the course of a faculty member's employment
195 at the University, and upon completion of the conditions itemized below, a faculty member shall
196 be granted, upon request, a paid leave not to exceed six (6) months for the purposes of caring for
197 a sick family member. "Family member" includes spouses, biological or adoptive parents,
198 biological or adoptive children, step-children, and biological or adoptive siblings. Notice of the
199 intent to take family leave must be given as soon as practicable.

200 (1) Commitment to Reimbursement. A faculty member who uses this benefit and is
201 eligible for a leave payout upon separation, or upon transfer from an annual leave contract to a
202 non-annual leave accruing contract, shall have the hours used for paid family leave deducted
203 from his or her gross total accrued leave balance, applying sick leave first. With the exception of
204 section 17.8(a)(2) below, a faculty member whose sick and/or annual leave balance is
205 insufficient to cover the amount shall not be responsible for repayment.

206 (2) Commitment to Return. The faculty member must agree in writing to return to
207 University employment for at least one (1) academic year following participation in the program.
208 A faculty member who fails to fulfill this commitment shall be responsible for repayment of the
209 portion of the paid family leave used in excess of his or her leave balance. Agreements to the
210 contrary must be reduced to writing.

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

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

221 (5) Repayment. Repayment of salary received during parental leave shall be required in
222 those instances where salary is paid in the absence of a signed agreement

223 17.98 Leaves Due to Illness/Injury.

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

229 (a) Sick Leave.

230 (1) Accrual of Sick Leave.

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

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

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

239 (2) Uses of Sick Leave.

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

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

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

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

247 iii. The illness or injury of a member of the faculty member's immediate
248 family, at the discretion of the supervisor. Approval of requests for use of reasonable amounts of
249 sick leave for caring for a member of the faculty member's immediate family shall not be
250 unreasonably withheld. "Immediate family" means the spouse, grandparents, parents, brothers,
251 sisters, children, and grandchildren of both the faculty member and the faculty member's spouse,
252 and dependents living in the household.

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

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

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

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

267 (3) Certification. If a faculty member's request for absence or absence exceeds four (4)
268 consecutive days, or if a pattern of absence is documented, the University may require a faculty
269 member to furnish certification issued by an attending health care provider of the medical
270 reasons necessitating the absence and/or the faculty member's ability to return to work. If the

271 medical certification furnished by the faculty member is not acceptable, the faculty member may
272 be required to submit to a medical examination by a health care provider who is not a University
273 staff member which shall be paid for by the University. If the medical certification indicates that
274 the faculty member is unable to perform assigned duties, the President or representative may
275 place the faculty member on compulsory leave under the conditions set forth in Section 17.98(c).

276 (4) Transfer of Credits.

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

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

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

293 (5) Payment for Unused Sick Leave.

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

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

298 c. A faculty member who was hired by the University on or prior to May 6, 2011
299 and who has completed ten (10) or more years of state service, has not been found guilty or has
300 not admitted to being guilty of committing, aiding, or abetting any embezzlement, theft, or
301 bribery in connection with state government, or has not been found guilty by a court of
302 competent jurisdiction of having violated any state law against or prohibiting strikes by public
303 faculty members, and separates from state government because of retirement for other than
304 disability reasons, termination, or death, shall be compensated at the faculty member's current
305 regular hourly rate of pay for one-eighth of all unused sick leave accrued prior to October 1,
306 1973, plus one-fourth of all unused sick leave accrued on or after October 1, 1973; provided that
307 one-fourth of the unused sick leave since 1973 does not exceed 480 hours.

308 d. Upon layoff, a faculty member with ten (10) or more years of state service shall
309 be paid for unused sick leave as described in paragraph c., above, unless the faculty member
310 requests in writing that unused sick leave be retained pending re-employment. For a faculty
311 member who is re-employed by the University within twelve (12) calendar months following
312 layoff, all unused sick leave shall be restored to the faculty member, provided the faculty

313 member requests such action in writing and repays the full amount of any lump sum leave
314 payments received at the time of layoff. A faculty member who is not re-employed within twelve
315 (12) calendar months following layoff shall be paid for sick leave in accordance with Section
316 110.122, Florida Statutes.

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

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

326 (b) Job-Related Illness/Injury.

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

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

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

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

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

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

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

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

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

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

355 (c) Compulsory Leave.

356 (1) Placing Faculty Members on Compulsory Leave.

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

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

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

369 (2) Conditions of Compulsory Leave.

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

375 b. The compulsory leave period may be leave with pay or leave without pay. If the
376 compulsory leave combines the use of accrued leave with leave without pay, the use of such
377 leave shall be in accordance with Section 17.12+(e).

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

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

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

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

391 b. place the faculty member in leave without pay status in accordance with Section
392 17.11 or extend such status;

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

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

396 17.109 Annual Leave.

397 (a) Accrual of Annual Leave.

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

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

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

411 (b) Use and Transfer of Annual Leave.

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

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

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

433 (4) When an annual leave-accruing faculty member moves to a position within the SUS

434 or in state government, the transfer of leave shall be governed by the rules of the plan to which
435 the faculty member is transferring. Should all unused leave not be transferable, up to forty-four
436 days (352 hours) of the remaining balance shall be paid in lump sum, effective the last day of
437 University employment, without affecting other leave benefits.

438 (c) Payment for Unused Annual Leave.

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

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

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

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

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

471 | 17.110 Administrative Leaves.

472 (a) Jury Duty and Court Appearances.

473 (1) A faculty member who is summoned as a member of a jury panel or subpoenaed as

474 a witness in a matter not involving the faculty member's personal interests, shall be granted
475 leave with pay and any jury or witness fees shall be retained by the faculty member; leave
476 granted hereunder shall not affect a faculty member's annual or sick leave balance.

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

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

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

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

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

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

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

512 (3) Athletic competition leave is provided by Section 110.118, Florida Statutes, for a
513 faculty member who is a group leader, coach, official, or athlete who is a member of the official

514 delegation of the United States team for athletic competition. Such paid leave not affecting leave
515 balances shall be granted for the purpose of preparing for and engaging in the competition for
516 the period of the official training camp and competition, not to exceed 30 days in a calendar
517 year.

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

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

532 (e) Bereavement Leave.

533 (1) In the event of a death in the immediate family of a faculty member, the faculty
534 member is entitled to two (2) days paid bereavement leave to attend to necessary arrangements
535 and appropriate observances.

536 (2) Nothing in this article is intended to preclude faculty members from exercising
537 additional leave rights provided elsewhere in this article, including the use of unpaid leave, in
538 association with bereavement.

539 17.12+ Military Leave. Leave shall be granted in accordance with the provisions of this section
540 upon presentation of a copy of the faculty member's official orders or appropriate military
541 certification.

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

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

550 (c) Other Military Leave.

551 (1) A faculty member, except one who is employed in a temporary position or

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

558 (2) Such leave of absence shall be verified by official orders or appropriate military
559 certification. The first thirty (30) days of such leave shall be with full pay and shall not affect a
560 faculty member's annual or sick leave balance. The remainder of military leave shall be without
561 pay unless the faculty member elects to use accumulated annual leave or appropriate leave as
562 provided in 17.124(c)(4) below, or the employer exercises its option under Section 115.14,
563 Florida Statutes, to supplement the faculty member's military pay. Leave payment for the first
564 thirty (30) days shall be made only upon receipt of evidence from appropriate military authority
565 that thirty (30) days of military service have been completed.

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

568 (4) Use of accrued leave is authorized during a military leave without pay in
569 accordance with Section 17.132.

570 17.132 Leave Without Pay.

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

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

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

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

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

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

589 | a. Notwithstanding the provisions of Section 17.98(a)(2) regarding the use of sick
590 leave, a faculty member may use any type of accrued leave in an amount necessary to cover the
591 faculty member's contribution to the state insurance program and other expenses incurred by the
592 faculty member during an approved period of leave without pay for parental, foster care,
593 medical, or military reasons.

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

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

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