

Article 17
LEAVES

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 ~~Personal~~ Personnel Services (OPS), is entitled to twelve (12) work weeks of FMLA leave within a rolling twelve (12) 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.

17.7 Parental Leaves.

(a) Paid Parental Leave. ~~No more than once in 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, a paid parental leave not to exceed six (6) months. paid parental leave, leave during the course of a faculty member's employment at FSU. The total leave may be broken into two segments. The total leave may be broken into two segments. 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). Paid parental leave may begin as early as three (3) months prior to the qualifying event. A faculty member may request for their paid parental leave segment may to begin as early as three (3) months prior to the start of the semester in which the birth or adoption is anticipated to occur (or up to~~

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~~three months early for non-instructional faculty).~~, ~~the~~ The period of leave shall begin no later than six (6) months after the documented date of the qualifying event birth or adoption.

~~—after that date. No more than once in 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, a paid parental leave not to exceed six (6) months, within a year from when following the date the faculty member becomes a biological parent or a child is placed in the faculty member's home for purposes of adoption by the faculty member. The faculty member may request that the leave commence prior to the aforementioned qualifying event, but the period of leave shall begin no earlier than the start of the semester in which the event is expected to occur.~~

(1) Eligibility Conditions. Paid parental leave will not be granted to two faculty members for the same birth or adoption, or 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 while using paid parental leave.~~ Instructional faculty members may only be relieved from regular teaching duties for one semester 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. Paid parental 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.

(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 participation in the program. A faculty member who fails to fulfill this commitment shall be responsible for repayment of the portion of the parental leave utilized 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). ~~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 chairs from modifying duty assignments before and after the paid leave.~~ 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 other leave or sabbaticals, ~~or professional development leave, or leave without pay, as specified in Section 17.12. s, or leaves of absences for personal reasons.~~ Paid parental leave may not be used on a part time basis unless the faculty

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~~member is partially E&G funded; or an agreement has been reduced to writing.~~

(45) 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.

(56) 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), three (3) months prior to the qualifying event. 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 more than two (2) weeks before the expected date of the child's arrival, but the period of leave shall begin no earlier than the start of the semester in which the event is expected to occur

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 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 Paid Family Leave. No more than once in 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, a paid leave not to exceed six (6) months for the purposes of caring for a~~

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~~sick family member. "Family member" includes spouses, biological or adoptive parents, biological or adoptive children, step children, and biological or adoptive siblings. Notice of the intent to take family leave must be given as soon as practicable.~~

~~(1) 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 paid family leave deducted from his or her gross total accrued leave balance, applying sick leave first. With the exception of section 17.8(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.~~

~~(2) 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 the paid family leave utilized in excess of his or her leave balance. Agreements to the contrary must be reduced to writing.~~

~~(3) 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 chairs from modifying duty assignments before and after the paid leave. The faculty member must request use of the paid family 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 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.~~

~~(4) 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.~~

~~(5) 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~~

~~17.898 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.~~

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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 ~~Personal~~ Personnel Services (OPS) shall not accrue sick leave.

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(5) Payment for Unused Sick Leave.

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 ~~in a salaried pay plan (non-OPS)~~, 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 ~~in a salaried pay plan (non-OPS)~~ 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.

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1 ...
2 (c) Compulsory Leave.

3 (1) Placing Faculty Members on Compulsory Leave.

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

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

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

16 (2) Conditions of Compulsory Leave.

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

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

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

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

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

- 37 a. offer the faculty member part-time employment;
38 b. place the faculty member in leave without pay status in accordance with Section
39 17.11 or extend such status;
40 c. request the faculty member's resignation; or

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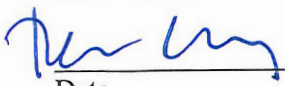
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1 d. release the faculty member from employment, notwithstanding any other
2 provisions of this Agreement.
3 ...

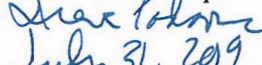
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