

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)~~ Paid Family Leave (17.7)

13 ~~(7)~~ Parental Leave, Paid and Unpaid (17.87)

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

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

16 ~~(10)~~ 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 ~~(11)~~ Military Leave (17.124)

23 ~~(12)~~ 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.

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

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

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

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

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

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

25 17.5 Holidays.

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

29 (b) Supervisors are encouraged not to require a faculty member to perform duties on  
30 holidays; however, a faculty member required to perform duties on holidays shall have the

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1 faculty member’s schedule adjusted to provide equivalent time off, up to a maximum of eight (8)  
2 hours for each holiday worked.

3 17.6 Family and Medical Leave Act (FMLA)

4 (a) The Family and Medical Leave Act of 1993 (“FMLA”) is the common name for the  
5 federal law providing eligible faculty members an entitlement of up to twelve (12) work weeks  
6 (480 hours) of continuous or intermittent leave without pay for qualified family or medical  
7 reasons during a one-year period. This Act entitles the faculty member to take leave without pay;  
8 where University policies permit, faculty members may use accrued leave with pay during any  
9 qualifying family or medical leave. The failure to list, define, or specify any particular provision  
10 or portion of the FMLA in this Agreement shall in no way constitute a waiver of any of the  
11 rights or benefits conferred to the employer or the faculty member through the FMLA.

12 (b) FMLA Leave Entitlements.

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

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

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

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

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

27 (d) Use and Approval of FMLA Leave.

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

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1 (2) The University may require that the faculty member use accrued leave with pay  
2 prior to requesting leave without pay for four hundred and eighty (480) hours (12 workweeks) of  
3 FMLA leave. Requiring the use of paid leave shall be applied consistently and may not be used  
4 merely to exhaust the faculty member’s leave balance in order to prohibit the use of paid leave  
5 while on leave without pay as provided for in Section 17.134(e).

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

10 (e) Medical Certification.

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

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

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

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

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

30  
31 17.7 Paid Family Leave. No more than twice once in the course of a faculty member’s  
32 employment at the University, and upon completion of the conditions itemized below, a faculty

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1 member shall be granted, upon request, a paid leave not to exceed six (6) months in the event  
2 that (a) they become a biological parent or a child is placed in their home for purposes of  
3 adoption (“parental leave”) or (b) in the event that they are caring for a sick family member  
4 (“family-related leave”). “Family member” includes spouses, biological or adoptive parents,  
5 biological or adoptive children, step-children, and biological or adoptive siblings. In the case of  
6 parental leave, a faculty member may request it to begin as early as the start of the semester in  
7 which the birth or adoption is anticipated to occur (or up to three months early for non-  
8 instructional faculty). The period of parental leave shall begin no later than six (6) months after  
9 the documented date of the birth or adoption. In the case of family-related leave, notice of intent  
10 to take the leave must be given as soon as practicable.

11 (a) Medical Certification. Medical certification is required for paid family-related leave;  
12 the supervisor will provide the faculty member or the faculty member’s spokesperson the Health  
13 Care Provider Certification form, to be completed by the attending health-care provider.

14  
15 (b) Commitment to Reimbursement. A faculty member who uses the Paid Family Leave  
16 benefit and is eligible for a leave payout upon separation, or upon transfer from an annual leave  
17 contract to a non-annual leave accruing contract, shall have the hours used for paid family leave  
18 deducted from his or her gross total accrued leave balance, applying sick leave first. With the  
19 exception of section 17.8(a)(2) below, a faculty member whose sick and/or annual leave balance  
20 is insufficient to cover the amount shall not be responsible for repayment.

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

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

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

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

6 17.86 Parental Leaves.

7 ~~(a) Paid Parental Leave. No more than once in the course of a faculty member's~~  
8 ~~employment at the University, and upon completion of the following conditions, a faculty~~  
9 ~~member shall be granted, upon request, a paid parental leave not to exceed six (6) months. Such~~  
10 ~~leave will be granted to a faculty member in the event that they become a biological parent or a~~  
11 ~~child is placed in the faculty member's home for purposes of adoption by the faculty member. A~~  
12 ~~faculty member may request for their paid parental leave to begin as early as the start of the~~  
13 ~~semester in which the birth or adoption is anticipated to occur (or up to three months early for~~  
14 ~~non-instructional faculty). The period of leave shall begin no later than six (6) months after the~~  
15 ~~documented date of the birth or adoption.~~

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

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

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

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

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

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

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

16 ~~(b) — Other Parental Leave.~~

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

21 ~~(b)~~ If a faculty member plans to use a combination of accrued leave and leave without  
22 pay, such request shall include the specific periods for each type of leave requested. Use of  
23 accrued leave during an approved period of leave without pay shall be in accordance with  
24 Section 17.12~~1~~(e).

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

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

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

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

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

6 | (4)e. Upon agreement between the faculty member and the University, intermittent  
7 FMLA leave or a reduced work schedule may be approved for the birth of the faculty member's  
8 child or placement of a child with the faculty member for adoption in accordance with Section  
9 17.6.

10 | 17.98 Leaves Due to Illness/Injury.

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

16 (a) Sick Leave.

17 (1) Accrual of Sick Leave.

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

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

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

26 (2) Uses of Sick Leave.

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

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

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

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

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1           iii. The illness or injury of a member of the faculty member’s immediate  
2 family, at the discretion of the supervisor. Approval of requests for use of reasonable amounts of  
3 sick leave for caring for a member of the faculty member’s immediate family shall not be  
4 unreasonably withheld. “Immediate family” means the spouse, grandparents, parents, brothers,  
5 sisters, children, and grandchildren of both the faculty member and the faculty member’s spouse,  
6 and dependents living in the household.

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

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

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

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

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

30           (4) Transfer of Credits.

31           a. Upon re-employment with the University within 100 days, the full balance of  
32 accrued sick leave shall accompany the faculty member unless the faculty member has received  
33 a lump sum payment for accrued sick leave. If a faculty member has received such a lump sum  
34 payment, the faculty member may elect in writing, upon re-employment, to restore the faculty

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1 member's accrued sick leave. Such restoration will be effective upon repayment of the full lump  
2 sum leave payment.

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

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

13 (5) Payment for Unused Sick Leave.

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

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

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

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

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1 (12) calendar months following layoff shall be paid for sick leave in accordance with Section  
2 110.122, Florida Statutes.

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

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

12 (b) Job-Related Illness/Injury.

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

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

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

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

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

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

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1 University's needs into account:

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

7 (c) Compulsory Leave.

8 (1) Placing Faculty Members on Compulsory Leave.

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

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

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

21 (2) Conditions of Compulsory Leave.

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

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

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

34 (3) Duration. Compulsory leave, with or without pay, shall be for a period not to

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1 exceed the duration of the illness/injury or one year, whichever is less.

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

- 8 a. offer the faculty member part-time employment;
- 9 b. place the faculty member in leave without pay status in accordance with Section  
10 17.11 or extend such status;
- 11 c. request the faculty member’s resignation; or
- 12 d. release the faculty member from employment, notwithstanding any other  
13 provisions of this Agreement.

14 17.109 Annual Leave.

15 (a) Accrual of Annual Leave.

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

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

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

29 (b) Use and Transfer of Annual Leave.

30 (1) Annual leave shall be accrued before being taken, except in those instances where  
31 the President or representative may authorize the advancing of annual leave. When leave has  
32 been advanced and employment is terminated prior to the faculty member accruing sufficient  
33 annual leave to credit against the leave that was advanced, the state shall deduct from the faculty

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1 member’s warrant the cost of any annual leave advanced under this provision. All requests for  
2 annual leave shall be submitted by the faculty member to the supervisor as far in advance as  
3 possible and appropriate. Approval of the dates on which a faculty member wishes to take  
4 annual leave shall be at the discretion of the supervisor and shall be subject to the consideration  
5 of departmental/unit and organizational scheduling. Faculty members shall be provided  
6 reasonable opportunity to utilize their annual leave during the course of the year.

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

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

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

23 (c) Payment for Unused Annual Leave.

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

32 (2) Upon transfer from an annual leave-accruing contract to an academic year the  
33 faculty member may elect to retain all unused annual leave until such time, not to exceed two (2)  
34 years, as the faculty member transfers back to an annual leave-accruing contract or terminates

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1 employment with the University. Upon such termination or at the end of two (2) years,  
2 whichever comes first, the unused leave balance shall be paid in lump sum for up to forty-four  
3 days (352 hours) at the annual rate the faculty member was accruing as of the faculty member's  
4 last day of work on an annual leave-accruing contract.

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

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

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

22 | 17.1~~10~~ Administrative Leaves.

23 (a) Jury Duty and Court Appearances.

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

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

33 (3) If a faculty member is required, as a direct result of the faculty member's  
34 employment, to appear as an official witness to testify in the course of any action as defined in

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1 Section 92.142(2), Florida Statutes, such duty shall be considered a part of the faculty member's  
2 job assignment, and the faculty member shall be paid per diem and travel expenses and shall turn  
3 over to the University any fees received.

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

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

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

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

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

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

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1 year.

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

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

16 (e) Bereavement Leave.

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

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

23 17.1~~24~~ Military Leave. Leave shall be granted in accordance with the provisions of this  
24 section upon presentation of a copy of the faculty member's official orders or appropriate  
25 military certification.

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

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

4 (c) Other Military Leave.

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

12 (2) Such leave of absence shall be verified by official orders or appropriate military  
13 certification. The first thirty (30) days of such leave shall be with full pay and shall not affect a  
14 faculty member's annual or sick leave balance. The remainder of military leave shall be without  
15 pay unless the faculty member elects to use accumulated annual leave or appropriate leave as  
16 provided in 17.11(c)(4) below, or the employer exercises its option under Section 115.14,  
17 Florida Statutes, to supplement the faculty member's military pay. Leave payment for the first  
18 thirty (30) days shall be made only upon receipt of evidence from appropriate military authority  
19 that thirty (30) days of military service have been completed.

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

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

24 ~~17.132~~ ————Leave Without Pay.

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

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

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

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

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

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

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

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

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

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