

**ARTICLE 10
LEAVES**

10.1 Policy. Leave is provided in a variety of forms to meet the needs of both the University and its employees. All leave is administered in accordance with this Agreement and applicable laws. Nothing contained in this Agreement shall modify or replace any leave governed by state or federal statutes and/or regulations.

10.2 Annual Leave. The Wellness Coordinator, Assistant Librarian, and 12-month Faculty earn Annual leave on the last day of each pay period in proportion to the amount of time in paid status. Annual leave is accrued at a rate of 7.3125 hours of annual leave semi-monthly, with a year-end maximum of 352 hours. The maximum payout for annual leave is 352 hours. However, any accrued hours in excess of 352 such employees will convert to sick leave hours at the end of the pay period in which December 31 falls. There is no waiting period for using annual leave. Once annual leave is posted to the balance, employees may request to use it. However, requests for annual leave should be submitted to the supervisor in advance and taken only after the supervisor's approval has been received. Annual leave may be used only up to the regular FTE, not to exceed the 40-hour workweek. Annual leave transfers with the employee if he or she moves to other benefits- eligible positions within Florida Polytechnic.

See FPU-6.004 Annual Leave for additional information.

10.3 Sick Leave. Sick leave is earned on the last day of each pay period in proportion to the amount of time in paid status. There is no waiting period for using sick leave. Once sick leave is posted to the balance, employees may request to use it. Earned sick leave may be approved for time off from work because of exposure to a contagious disease that may endanger others, personal visits to doctors or dentists and for personal illness. Sick leave may be used only up to the regular FTE, not to exceed the 40-hour workweek. Sick leave transfers with the employee if he or she moves to other positions eligible for benefits within the University.

See FPU-6.005 Sick Leave for additional information.

10.4 Sick Leave Pool. The University's Sick Leave Pool is a way for employees to contribute a portion of their individually accrued sick leave for collective use of the members. Leave-accruing employees who have at least 64 hours of sick leave on balance may apply to join

For the University

For the UFF

Mark Bonfanti
Chief Negotiator

Candi Churchill
Chief Negotiator

Date

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1 the Sick Leave Pool during the Open Enrollment period in October/November.
2 Membership is approved if the criteria are met. Once membership is approved, fulltime
3 employees contribute 8 hours of sick leave automatically to the Sick Leave Pool.
4

5 Members of the Sick Leave Pool who have exhausted all their accrued leave (sick, annual,
6 etc.) may apply for hours from the pool in the event of a personal catastrophic illness or
7 injury. Catastrophic injury or illness is defined as "a severe condition or combination of
8 conditions affecting the mental or physical health of the employee that has resulted in a
9 life-threatening condition and/or has had a major impact on life functions."
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11 See FPU-6.006 Sick Leave Pool for additional information.
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13 10.5 Administrative Leave. Administrative leave is leave with pay that is not charged against
14 individually accrued leave balances. It is designed to keep employees in full pay status
15 under certain circumstances and typically can be granted only in the amount necessary to
16 the regular FTE, not to exceed the 40-hour workweek. University employees may be
17 granted administrative leave in specific enumerated circumstances such as jury duty or
18 Florida disaster volunteer leave.
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20 10.6 Family and Medical Leave Act (FMLA).
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22 (a) The Family and Medical Leave Act of 1993 ("FMLA") is the common name for
23 the federal law providing eligible employees an entitlement of up to twelve (12)
24 work weeks (480 hours) of continuous or intermittent leave without pay for
25 qualified family or medical reasons during a one-year period. This Act entitles the
26 faculty member to take leave without pay; where University policies permit,
27 eligible employees may use accrued leave with pay during any qualifying family or
28 medical leave. The failure to list, define, or specify any provision or portion of the
29 FMLA in this Agreement shall in no way constitute a waiver of any of the rights or
30 benefits conferred to the employer or the faculty member through the FMLA.
31

32 Pursuant to Fla. Admin. Code 6C4- 10.104(12), a salaried employee is entitled to a
33 parental leave for up to six (6) months, for a birth or adoption of the employee's
34 child. If an eligible employee elects to take Parental Leave, up to four hundred and
35 eighty (480) hours of such leave may be counted against that employee's FMLA
36 entitlement.
37

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

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3 (1) The fiscal year (July 1 - June 30) shall be the designated twelve (12) month
4 period in which to count the use of up to four hundred and eighty (480) hours of
5 FMLA leave.

6
7 (2) An eligible employee's entitlement to leave for a birth or placement for adoption
8 or foster care expires at the end of a twelve (12) month period beginning on the date
9 of the birth or placement of the child.

10
11 (c) If any provision of Article 10 (FMLA) is inconsistent with or in contravention of
12 the Family Medical Leave Act of 1993, Public Law 103-3, or the Family and
13 Medical Leave Act Regulations, 29 CFR Part 825, or any subsequently enacted
14 legislation, then such provision shall be superseded by the laws or regulations
15 referenced above, except to the extent that the collective bargaining agreement or
16 any employee benefit program or plan provides greater family or medical leave
17 rights to an eligible employee.

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19 10.7 Other types of Leave. The University may approve additional leave in accordance with
20 FPU-6.007.

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