

**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 leaves are administered in accordance with this Agreement and applicable laws. All leaves are granted at the discretion of the appropriate administrator unless the applicable law provides otherwise. Permission for annual leave and sick leave shall not be arbitrarily withheld. ~~The University may deny Administrative Leave requested pursuant to Section 10.76.~~ Nothing contained in this Agreement shall modify or replace any leave governed by Florida Statutes, federal law, and/or applicable rules or regulations.
- 10.2 Annual Leave. Regulation FPU-6.004 Annual Leave adopted by the Board of Trustees, and amended on September 14, 2016, governs the provision of, administration of, and use of Annual Leave for and by eligible employees.
- 10.3 Sick Leave. Regulation FPU-6.005 Sick Leave adopted by the Board of Trustees, and amended on March 1, 2018, governs Sick Leave for eligible employees.
- 10.4 Sick Leave Pool. Regulation FPU-6.006 Sick Leave Pool adopted by the Board of Trustees on February 5, 2014 governs the Sick Leave Pool for eligible employees.
- 10.5 Family and Medical Leave Act (FMLA). Policy FPU-6.0071P Family and Medical Leave of Absence adopted by the University on February 3, 2017 governs FMLA leave by eligible employees.

- 10.6 Paid Parental Leave.
The University will provide paid parental leave to eligible employees following the birth of an employee's child or the placement of a child with an employee in connection with adoption. Eligible employees are eligible for paid parental leave as follows:

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(a) An employee shall be granted, upon request, a paid parental leave:

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a. For twelve--month employees the leave is up to ~~for~~ a period of ~~19.5~~ 120 contiguous weeks ~~(for twelve-month employees only)~~ commencing no sooner than one (1) week prior to the anticipated date of the birth or adoption;

b. For employees with full time academic year appointments, ~~or~~ up to 12 contiguous weeks during the Academic Year, but commencing no sooner than one (1) week prior to the anticipated date of the birth or adoption (unless medically necessary) contract-period one regular (Fall or Spring) semester, ~~(or up to 3 months for non-instructional employees)~~ for following ~~(or starting within one week of)~~ the birth or adoption of a child.

~~(a)~~

(b) During a parental leave, there is no accrual of sick or annual leave time.

~~(b)(c)~~ Parental leave may be used no more than twice during the employee's employment at the University. If both parents are employees of the University, only one parent may request paid parental leave under this program for each qualifying event (birth or adoption).

~~(e)(d)~~ In order to participate in this program, an employee must be employed full-time for a minimum of one academic year ~~on at least a 0.75 FTE line~~. This program does not apply to individuals on a temporary, a term limited, or a visiting appointment. Employees on soft money shall be eligible to the extent that such benefits are permitted by the terms of the contract or grant, the rules of the funding agency, and/or adequate funds are available.

(e) Under normal circumstances, ~~T~~the employee will request the use of paid parental leave in writing no later than three (3) months prior to the beginning of the leave.

~~(d)(f)~~ and the leave must occur no later than a semester immediately following the birth or adoption event. A shorter notice period may be permitted for good cause and/or special circumstances at the discretion of the chair or the director requested by the parent as well. Parental leave is separate from, but may run concurrent with, medical or FMLA leave.

~~(e)(g)~~ The employee will sign a written agreement detailing the terms of the paid parental

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leave. Participation in paid parental leave is contingent upon execution of the signed agreement.

—The employee must agree in writing to return to University employment as a full-time employee for one academic year following participation in the program.

~~(f)(h)~~ The employee shall Rrepayment of the salary, retirement, benefits, and expenses received during paid parental leave shall be required to the University in those instances where payments are made to the employee in the absence of a signed agreement by the employee, or when the employee fails to comply with the terms of ~~the such~~ contract agreement.

~~(g)(i)~~ An employee who makes use of parental leave and who remains in University employment full time for at least one academic year (calendar year for non-instructional employees) following participation in the parental leave program shall have the total number of unfunded hours used deducted from the employee's sick leave and/or annual leave balance (with sick leave being deducted first) that the employee has remaining at the time of separation from the University, or upon transferring between an annual and non-annual leave accruing contract.

~~(h)~~ balance and ½ of their annual leave balance that exist at the time the parental leave commences. In addition, any sick leave or annual leave accruing during the time the Parental leave is taken will be used to "fund" the leave program.

~~(i)(j)~~ Employees on paid parental leave cannot engage in outside employment unless approved by the Provost in writing in advance.

10.7 Other Types of Leave. Regulation FPU-6.007 Other Types of Leave adopted by the Board of Trustees on February 5, 2014 governs Administrative Leave (including Jury Duty, Non-Expert Witnesses in a Hearing or Trial, Athletic Competition, Official Closing of the University, Florida Disaster Volunteers, Volunteer Emergency Response Team Members, Voting in Public Elections, University Investigations, Disciplinary Notice, Best Interest of the University, and Presidential Discretion); Bereavement Leave; Compulsory Leave; Family and Medical Leave; Military Leave; Workers' Compensation; and Domestic Violence Leave for eligible Faculty Members.

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10.8 Certification of Work and Absences. Employees will comply with University Policy FPU-6.0031P Work and Absence Certification adopted April 12, 2017.

~~10.98 Requests for a Leave or Extension of Leave of One (1) Semester or More.~~

~~(a) For a leave of one (1) semester or more, an employee shall make a written request. The request shall be made not less than one hundred twenty (120) days prior to the beginning of the proposed leave, or in the case of twelve-month faculty, six (6) months prior to the date the leave is requested.~~

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

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

~~10.109 Return from Leave.~~

~~(a) An employee who returns from an approved leave of absence shall be returned to the same or equivalent position in the same work location, including the same or equivalent schedule, unless the University and the employee agree in writing to other terms and conditions.~~

~~(b) The salary of the employee shall be adjusted to reflect all non-discretionary increases distributed during the period of leave.~~

10.119 Unpaid Leave.

(a) Granting/Denial. Upon request of an employee, the University ~~shall~~may grant a leave without pay for a period not to exceed one (1) year, ~~unless the University determines that granting provided~~ such leave would not be inconsistent with the best interests of the University. Such leave may be extended upon mutual agreement. The University shall approve or deny such request in writing not later than thirty (30) days after receipt of the request, and if not approved within 30 days, the request shall be deemed denied.

(b) Retirement Credit. Retirement credit for such periods of unpaid leave shall be governed by the rules and regulations of the Division of Retirement and the provisions of Chapter 121, Florida Statutes.

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(c) ~~Accrual Retention~~ of Leave and Holiday Pay. While on unpaid leave pursuant to this section, the employee shall retain accumulated sick leave and ~~vacation-annual~~ leave, but shall not accrue or be entitled to use, sick leave or ~~vacation-annual~~ leave, nor ~~be-are they~~ entitled to holiday pay, during the unpaid leave period.

(d) Benefit Premiums. Employees on unpaid leave will be responsible for the entire cost of benefit premiums, ~~unless they use accrued paid leave as provided in subsection below~~. Employer contributions shall be governed by applicable rules, regulations or Florida law.

~~(d)~~(e) Other Benefits. Employees on unpaid leave are not entitled to any benefits during the unpaid leave period.

~~An employee may combine unpaid and paid leave as follows:~~

~~(e)-~~

~~i. Notwithstanding the provisions of Section 10.3 regarding the use of sick leave, an employee may use any type of accrued paid leave in an amount necessary to cover the employee's contribution to the State insurance program, other FPU-sponsored insurance programs, and for other expenses.~~

~~ii. Normally the use of accrued paid leave during a period of unpaid leave for medical reasons shall be approved for up to two (2) months.~~

~~iii. The employer contribution to the State insurance program shall continue for the corresponding payroll periods.~~

~~An employee's request for the use of accrued paid leave during a period of unpaid leave shall be made at the time of the employee request for the leave. Such request shall include the amount of accrued paid leave the employee wishes to use during the approved period of unpaid leave. If circumstances arise during the approved leave that causes the employee to reconsider the combination of leave with and without pay, the employee may request approval of revisions to the original approval.~~

~~10.1200 Return from Leave.~~

(a) An employee who returns from an approved leave shall be returned to the same or equivalent position in the same work location (including the same or equivalent schedule, unless the University notifies the employee and the employee agree in writing to other terms and conditions).

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(b) The salary of the employee shall be adjusted to reflect all ~~non-discretionary~~ across-the-board increases distributed to in-unit employees during the period of leave.

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