

## ARTICLE 14

### LEAVES

#### **14.01 Leaves of Absence – Definition**

A leave of absence with or without pay is authorization for a faculty member to be absent from his or her duties for a specific period of time, without prejudice. Unless otherwise provided by law, the granting of leave shall be at the discretion of the College.

Leave with or without pay shall be requested and considered in accordance with the provisions of this Agreement and otherwise in accordance with Federal regulations, including the Family Medical Leave Act and with applicable Florida Statutes, State regulations, and Board rules in effect at the time. Board rules concerning leave which are not in conflict with this Agreement shall remain in effect during its term, and shall be followed in all cases not covered by this Agreement, and the College will not change such rules during the term of this Agreement. Any change in leave of absence policies and procedures due to implementation of the Family Medical Leave Act which results in increased benefits for non-faculty employees shall, by letter of agreement, be offered to faculty members on the same terms.

#### **14.02 Sick Leave**

##### A. Earning of Sick Leave

Each full-time faculty member shall earn one (1) day of sick leave with compensation for each calendar month of service or major fraction of a calendar month of service not to exceed twelve (12) days for each fiscal year. Such leave shall be taken only when necessary because of sickness as herein prescribed. Such sick leave shall be cumulative from year to year. Accumulated sick leave may be transferred from another Florida state college, the Florida Department of Education, the State University System, a Florida district school board, or a state agency, provided that at least one-half of the sick leave accumulated at any time must have been established during employment at Pensacola State College, and provided further that such transferable sick leave shall not be credited to the employee until and unless he or she procures from the former employer and furnishes in writing to the President of the College certification of the amount of sick leave that is transferable. Sick leave shall be transferable, as provided hereinabove, only where the affected employee has commenced his or her employment at Pensacola State College at the beginning of the next regular term following the termination of his or her employment with the employer from whom the

sick leave is to be transferred, or within two (2) years following such termination if such termination is involuntary and not for cause.

#### B. Leave Information

The College will apprise faculty members of accrued sick leave hours by way of the Pirate Net link to employee access to payroll/HR data. The College will furnish explanatory information at any time upon request, allowing a reasonable amount of time for response.

#### C. Use of Sick Leave

Sick leave shall be authorized to a faculty member only for the following medical reasons:

1. The faculty member is unable to perform his or her duties at the College on account of personal sickness, pregnancy, accident disability (to the extent not covered by worker's compensation disability payments), extended personal illness, or because of illness or death of the employee's father, mother, brother, sister, husband, wife, child, or other close relative or member of the faculty member's own household.
2. The faculty member has to miss work, although not ill or disabled, because of a necessary personal appointment, for himself or herself or his or her minor dependents, with a doctor, dentist, or other recognized medical practitioner, when the appointment cannot be scheduled during non-duty time.

#### D. Claim Must Be Filed

Any faculty member who finds it necessary to be absent from his or her duties because of medical reasons, as defined in Section 14.02.C, shall notify the appropriate administrator if possible before the opening of the College on the day on which the faculty member must be absent or during the day if the notification does not interfere with the operation of the faculty member's class schedule. Sick leave shall be reported for every scheduled hour for which a faculty member is absent because of illness, as defined herein above. Any faculty member shall, before claiming or receiving compensation for the time absent because of sick leave as prescribed herein, make and file a written request for leave on a biweekly time accounting form which shall set forth the day or days absent, that such absence was necessary, the reason for the absence, and that he or she is entitled or not entitled to receive pay for such absence in accordance herewith. The President or designee may, as a matter of discretion, require a certificate of illness from a licensed physician in cases where illness is stated as a reason for absence, as a condition precedent to

payment of compensation or granting of leave. Such discretion shall not be exercised in a capricious and arbitrary manner.

#### E. Compensation

Any faculty member having sufficient unused sick leave credit shall receive full-time compensation for the time justifiably absent on sick leave provided that no compensation may be allowed beyond that provided herein. Sick leave shall be deducted at the rate of 35 hours per scheduled work week absent. Sick leave shall be deducted on the basis of actual time the faculty member is absent (to the nearest quarter hour) for an absence of less than a full scheduled work week. Any faculty member reporting sick leave from all scheduled classes during a day shall deduct as sick leave the total number of hours scheduled for that day as a part of the thirty-five hour work week included on the faculty member's approved door schedule unless otherwise agreed upon by the faculty member's immediate supervisor. A faculty member shall not report absence from overload hours as sick leave.

#### F. Terminal Pay for Accumulated Sick Leave

In order to encourage and reward faculty members who exercise care in the maintenance of their personal health and job attendance, the College agrees to pay the faculty member upon retirement or termination, a portion of his or her unused sick leave credit.

Also, in the event of the faculty member's death, the College agrees to pay to the faculty member's estate terminal pay to the maximum extent allowed by state law.

Except as provided in the death benefit terminal pay above, such terminal pay shall be an amount determined as follows:

1. after the first five (5) years of service, the daily rate of pay multiplied by thirty-five (35%) percent times the number of days of accumulated leave;
2. after the eighth (8th) year of service, the daily rate of pay multiplied by forty (40%) percent times the number of days of accumulated sick leave;
3. after the ninth (9th) year of service, the daily rate of pay multiplied by fifty (50%) percent times the number of days of accumulated sick leave;
4. after the fourteenth (14th) year of service, the daily rate of pay multiplied by fifty-two and a half (52.5%) percent times the number of days of accumulated sick leave;

5. after the nineteenth (19<sup>th</sup>) year of service, the daily rate of pay multiplied by fifty-five (55%) percent times the number of days of accumulated sick leave.
6. after the twenty-fourth (24<sup>th</sup>) year of service, the daily rate of pay multiplied by fifty-seven and a half percent (57.5%) times the number of days of accumulated sick leave.

Terminal pay for unused sick leave will apply only to accumulated sick leave earned as an employee of Pensacola State College or to accumulated sick leave properly transferred according to the provisions of this article from another Florida state college, the Florida Department of Education, the State University System, a Florida district school board, or a state agency.

A year of service shall be defined as a year of employment at Pensacola State College and other agencies from which sick leave may be transferred according to Florida Statute 1012.865. Years of employment at these agencies shall not be considered for length of service if the faculty member has received terminal pay benefits based on unused sick leave.

If a faculty member receives terminal pay benefits based on unused sick leave credit, all unused sick leave credit shall become invalid; however, if a faculty member terminates his or her employment without receiving terminal pay benefits and is reemployed, his or her sick leave credit shall be reinstated.

#### G. Physical Examination

The College shall have the authority, at its expense, to request a physical or psychological examination for any faculty member whose work-related duties, in the best judgment of his or her immediate supervisor, are adversely affected by physical or mental health and medical factors. Should the faculty member have a physical or psychological examination at the College's expense, he or she shall give prior consent to have the results supplied to the College. The College shall maintain the confidentiality of the examination results and shall use them only to suggest further medical assistance or treatment should such assistance or treatment be warranted unless the exam shows that the faculty member is not physically or mentally able to perform his or her regularly assigned work. Selection of a physician for the physical and/or psychological examination shall remain with the faculty member. The College, in its discretion and at its expense, shall have the right to arrange a second physical and/or psychological examination by another physician of its choice.

#### **14.03 Illness-in-Line-of-Duty Leave**

Full-time faculty members shall receive leave with pay, in addition to sick leave, not to exceed twelve (12) days per event, including paid holidays, in one calendar year, when absent for illness or injury contracted due to the performance of duty. Notification and claim for compensation and payment shall be as in Section 1012.865, Florida Statutes, and shall be filed by the end of the pay period in which such absence occurred, or within seven (7) days or as soon as practicable in the case of incapacity, with exceptions to be determined by Human Resources. Total compensation paid, including paid leave under this section and workers' compensation under Chapter 440, Florida Statutes, shall not exceed the faculty member's normal rate of compensation.

#### **14.04 Personal Leave**

A full-time faculty member is permitted to be absent for four (4) assigned working days during the term of his or her contract for a given academic year for personal reasons. The faculty member shall not be required to give reasons for such leave except that the leave is for personal reasons. When possible, faculty members shall make advanced application for personal leave. When advanced application is not possible, the faculty member shall notify the College as soon as possible as to why he or she was unable to make advanced application. All personal leave will be paid leave and shall be charged against the faculty member's accumulated sick leave.

#### **14.05 Court-Related Service**

When on jury duty, or when subpoenaed as a witness when not a principal in the litigation, full-time faculty members shall receive court-related leave with pay, shall retain any fees earned, and shall not be paid by the College for meals, lodging, or travel. When a principal in personal litigation, or when voluntarily participating in litigation in which he or she is not a principal, the faculty member shall not receive court-related leave. When involved in litigation in behalf of the College or due to action in line of duty as a College employee, the faculty member shall be considered on duty and shall turn over to the College any fees received from the court.

To be entitled to leave under this section, the faculty member must file a request therefore, with as much prior notice as he or she can reasonably give, with his or her immediate supervisor, together with a copy of the summons or subpoena.

Prior to receiving compensation under this section, the faculty member must submit his or her official receipt of payment from the court to his or her immediate supervisor for attachment to his or her biweekly leave and time report.

Whenever a faculty member is summoned or subpoenaed to report for jury duty and is excused for the day or is released after reporting and during duty hours during that day he or she shall immediately report same by telephone to his or her immediate supervisor (or in his or her absence to the next higher supervisor, and so on) and shall report to work if requested to do so.

Whenever a faculty member is subpoenaed to appear as a witness, it shall be his or her obligation to inquire of the subpoenaing attorney (as soon after receiving the subpoena as is reasonably possible and continuing at reasonable times) as to when he or she will actually be required to appear, and to make such arrangements as can be made to minimize his or her absence with his or her immediate supervisor (or to the next higher supervisor, and so on). On any occasion when the faculty member is excused from appearing or is released after reporting and during working hours, he or she will so notify the appropriate supervisor and report for work if requested to do so.

#### **14.06 Professional Leave**

The granting of professional leave lies within the discretion of the Board of Trustees, upon the recommendation of the President. It is, however, agreed that professional leave is granted both for the professional benefit or advancement of the faculty member and for the benefit of the College. It is understood that the granting of professional leave on a paid basis is a function of funds available. Also, professional leave on an unpaid basis may be requested.

#### **14.07 Sabbatical Leave**

The purpose of the sabbatical leave is for the professional benefit or advancement of a faculty member and consequently for the benefit of the College.

##### **A. Sabbatical Leave Committee**

The Sabbatical Leave Committee shall consist of seven (7) members, three (3) members from the full-time faculty, and four (4) members from the academic administrative staff, one of whom shall be designated as the Chair. The President of the Faculty Association and the Vice President of Academic Affairs shall consult to select the seven (7) committee members. These members shall be appointed by the Vice President and shall be representative of the district. The Chair of the Committee shall vote only to break a tie.

The function of this Committee will be to submit annually on or before the 15th day of February to the College President a ranking of faculty members who have submitted applications for sabbatical leaves with the number one to reflect the Committee's first choice, and so on through the list of applicants.

For this purpose, the faculty members applying for sabbaticals are to furnish the Committee with copies of their applications. In addition, the Committee will annually issue a report explaining the method and criteria it used in making its rankings.

#### B. Eligibility for Sabbatical Leave

A faculty member with continuing contract will be eligible for a sabbatical leave after completing seven (7) full academic years of full-time service as a faculty member at the College. If a faculty member began employment at the College in the Spring term of an academic year, the faculty member is eligible to apply for sabbatical leave for a time period following the completion of fourteen (14) full semesters of service (Spring term of the 8<sup>th</sup> academic year of service at the earliest).

Faculty members receiving leave under this provision shall be eligible for additional sabbatical leaves after completing six (6) additional academic calendar years of full-time service at the college following the year in which the sabbatical was taken.

#### C. Length of Leave

An eligible faculty member may apply for a semester, a half-year or a full-year leave. A half-year sabbatical consists of one regular semester (Fall or Spring) and the guaranteed summer assignment; a full-year sabbatical consists of Fall and Spring semester of the academic year and the guaranteed summer assignment. The faculty member must specify which semesters are being requested. For half-year sabbaticals, the semesters must be consecutive.

Compensation for a full-year sabbatical leave shall be one-half of guaranteed salary payment for the year (Fall, Spring, and the guaranteed summer assignment).

Compensation for a half-year sabbatical leave shall be the full pay for one regular semester (Fall or Spring) and the full pay for the guaranteed summer assignment. Compensation for a semester sabbatical leave shall be the full pay for one regular semester (Fall or Spring).

#### D. Application for Sabbatical

The application form for sabbatical leave is in Appendix V. It must be submitted to the Office of the Vice President of Academic Affairs on or before the 10th day of January. Application for sabbatical leave for a time period following completion of required service may take place during the final year of that required service.

To be considered for funding, an application must be awarded a rating of greater than 50% in the evaluation process. Categories to be evaluated include: benefits to students, the department and the college; upgrading of personal or professional development; contributions to the College and/or the community; and comprehensiveness of the sabbatical proposal.

Approval of pursuit of a degrees or coursework contained within the sabbatical application does not imply approval for the Educational Achievement Incentive Pay.

#### E. Acceptance of Sabbatical

Faculty members awarded a sabbatical leave must sign a contract for the period of the leave. This contract will specify that the faculty member agrees to serve an additional two years at the College immediately following the completion of the sabbatical or to repay the College all salary and benefits costs incurred during the sabbatical period on a pro-rated basis.

#### F. Benefits and Sick Leave While on Sabbatical Leave

Benefits, as provided in Article 13, while on leave shall be the same as if on active duty. Sick leave is not accrued during a sabbatical leave.

#### G. Number of Sabbatical Leaves

The College shall annually award a number of sabbatical leaves dependent upon the number of satisfactory applications, as determined by the sabbatical committee in compliance with Section 14.07 D and not to exceed 3.5% of the total number of budgeted full-time faculty positions. The College may, at its discretion, grant additional sabbatical leaves for the purpose of faculty retraining.

#### H. Award Dates for Sabbaticals

In the event that two or more faculty members from the same department are awarded concurrent sabbaticals, the Vice President of Academic Affairs may require that sabbaticals be rescheduled in such a way that only one faculty member at a time from a department is absent from teaching assignments. The rescheduling will be done in consultation with the immediate supervisor and the faculty members involved. If consensus on the rescheduling cannot be met otherwise, assignments will be made based on a full-year sabbatical taking preference. If none of the affected sabbaticals is year-long or if two of the affected sabbaticals are year-long, then the decision will be made based on the higher rating by the sabbatical committee. A sabbatical will not be rescheduled into a future award year.



## I. Sabbatical Report

Not later than thirty (30) days upon completion of the sabbatical, a faculty member is required to submit to the Vice President of Academic Affairs a final sabbatical report detailing the accomplishments/activities completed during the sabbatical. With the written approval of the Vice President of Academic Affairs an interim report may be submitted within thirty (30) days, and a final report shall be submitted by an agreed upon date.

The purpose of the sabbatical leave may not be changed from the purpose stated in the application without the written permission of the Vice President of Academic Affairs.

### **14.08 Military Leave**

Leave shall be granted to full-time faculty members who are ordered to: (1) Federal active or inactive duty training due to membership in military reserves, including the National Guard. The first seventeen (17) days of such leave per year shall be with pay. Leave beyond the seventeen (17) days shall be without pay. (2) State active duty due to membership in the Florida National Guard. Such leave not exceeding seventeen (17) days at any one time shall be with pay. Leave beyond the seventeen (17) days at any one time shall be without pay. Leave granted to full-time faculty members for extended active military duty shall be according to Sections 115.14 and 295.09, Florida Statutes.

### **14.09 Parental Leave**

The College and the Association support the concept of parental leave as an important element of child rearing. To achieve this end, the two parties agree to the following policy of parental leave.

A faculty member may request and shall be granted leave of absence without pay for the purpose of rearing a newborn or newly adopted child according to the following guidelines:

- a. Except in the case of emergency as determined by the President, the faculty member shall notify his or her immediate supervisor in writing at least sixty (60) days prior to the starting date of the leave.
- b. Leave without pay shall be granted on an academic term basis for up to one full academic year.
- c. Except in the case of emergency as determined by the President, any request for extension of leave beyond the period granted shall be submitted in writing to the immediate supervisor at least sixty (60) days prior to the starting date of the requested extension.

- d. The faculty member shall notify his or her immediate supervisor in writing of his or her intent to return to active employment no less than thirty (30) days prior to the end of the period for which leave had been granted. The immediate supervisor shall then assign the faculty member to his or her former position or to a substantially similar position for which the employee is fully qualified.
- e. Prior to the commencement of parental leave, the faculty member may use any portion of accrued sick leave in accordance with the provisions of Section 14.02C. of this Article. While on parental leave, a faculty member shall be entitled to benefits as provided in Section 13.07 of this Agreement.
- f. Granting of parental leave shall result in no diminution of rank, salary step, or continuing contract status of those faculty members on continuing contract.

#### **14.10 Leave Without Pay**

A faculty member who finds it necessary to be absent for the period of time up to twelve (12) weeks may apply to his or her immediate supervisor for leave without pay for the period of time required. Request forms, available from the Human Resources Department, must be used when requesting this leave. Leave without pay for a period of time up to twelve (12) weeks must be approved by the President or his designee, and reported to the Board of Trustees.

Leave without pay for a period of time in excess of twelve (12) weeks may be granted by the President or his designee with approval of the Board of Trustees. This original leave shall not under any circumstances be authorized for more than one year except for military leave. Leave may be renewed, but not automatically. A request for such renewal of leave shall be submitted in writing to the immediate supervisor at least sixty (60) days prior to the starting date of the requested renewal.

A faculty member incapacitated because of physical or mental illness may with approval of the President be placed on leave without pay until such time as the faculty member is medically able to return to work. Before placing an employee on a mandatory leave of absence, the College shall obtain a certificate from a physician stating that such employee is not physically or mentally able to perform his or her regularly assigned work at the College. If an employee is unable to work because of a "serious health condition" according to the FMLA, and is in an unpaid leave status for a period of time in excess of twelve (12) weeks, the leave status will be considered to be unpaid FMLA leave for the first twelve (12) weeks and the time beyond twelve (12) weeks will be considered a separate leave without pay period. If an employee continues to be incapacitated for a period of time in excess of twelve (12) weeks, the Board may terminate such employee's employment with the College.

Nothing in this section shall be construed to abrogate the provisions of the Board of Trustees' policy 6Hx20-4.019 dated 2/21/06.

**14.11 Absence Without Leave**

- a. Any faculty member employed by the College who is willfully absent from duty without leave shall forfeit compensation for the time of absence and shall be subject to dismissal or cancellation of contract by the Board. Absence of three consecutive days without authorized leave shall constitute termination of employment from the College.
- b. Notwithstanding paragraph (a) above, if the faculty member's absence is for reasons beyond the faculty member's control and the faculty member notifies the College as soon as is practicable, the faculty member will not be considered to have abandoned the position.