

ARTICLE 21: LEAVE

21.1 – Introduction and Purpose

A. Employee absences must be duly authorized by the appropriate supervisor and subsequently reported and recorded as required in this Article. A bargaining unit member whose absence does not meet these criteria or who fails to return to the assigned workplace in a timely fashion will forfeit compensation for the time away from duty and may be subject to disciplinary action pursuant to Article 17 – Disciplinary Actions and Procedures.

B. Types of Leave

1. Administrative Leave (with or without pay)
2. Court Duty/Jury Duty
3. Domestic or Sexual Violence Leave (Protection Leave)
4. Emergency Leave
5. Family Medical Leave (FMLA)
6. Military Leave (USERRA)
7. Parental Leave
8. Personal Leave
9. Professional Leave
10. Sabbatical Leave (see Article 22)
11. Sick Leave
12. Temporary Duty
13. Illness/Injury in the Line-of-Duty (Worker’s Compensation)
14. Vacation Leave

C. General Provisions.

1. During leave of absence with pay, an employee shall continue to earn leave credit except while on extended professional leave, including sabbaticals.
2. No leave, except military leave, shall be granted at one time for a period greater than one year. However, leave may be renewed at the discretion of the College upon application. Each decision shall be based on the requirements of efficient operation of the College as well as on consideration of what is fair and equitable to the employee. Automatic renewals of leave shall not be allowed.

21.2 – Administrative Leave

A. A bargaining unit member on continuing contract who accepts an offer of annual employment in a capacity other than in which the continuing contract was awarded shall be granted an administrative leave of absence from their faculty position and shall not lose the continuing contract for a period of time as provided in **Article n** of this Agreement.

42 B. A bargaining unit member shall be placed on Administrative Leave with pay pending
43 investigation of a possible infraction that requires he be removed from College for actions that
44 might result in discipline as provided in Article 17-Disciplinary Actions and Procedures.
45

46 21.3 – Court Duty/Jury Duty

47 A. Bargaining unit members are encouraged to fulfill jury-duty service as their civic
48 responsibility. A bargaining unit member who is called to serve on a jury panel, or who is
49 subpoenaed as a witness in a criminal or civil case, or is required to appear in court on a College-
50 related matter, shall be granted leave of absence with pay for the duration of the required service
51 in court.
52

53 B. Leave with pay shall be provided to all bargaining unit members for jury duty or when
54 subpoenaed as a witness.
55

56 C. When requesting court duty/jury duty leave, a bargaining unit member must submit a written
57 leave request form and attach a copy of the court order, subpoena, or jury duty notice prior to the
58 leave and a jury attendance certification form(s) once the court duty has been completed.
59

60 D. Any fees paid by the court to the bargaining unit member for travel or expenses shall be
61 retained by the bargaining unit member.
62

63 21.4 – Domestic Violence Leave

64 A. Per FS 741.313 as of the ratification of this Agreement, bargaining unit members may be
65 granted up to three (3) days of paid leave in any twelve (12) month period if the bargaining unit
66 member or family or household member of a faculty is the victim of domestic violence, sexual
67 assault, or stalking.
68

69 B. Domestic Violence or Sexual Violence Leave shall be requested as Protection Leave on
70 SCF's Request for Leave of Absence Form. All requests and documentation relating to domestic
71 violence leave will be kept confidential and exempt from disclosure to the extent authorized by
72 law and will not be included in the bargaining unit member's personnel file. The faculty should
73 contact the Human Resources Office for guidance and provide verification documentation which
74 may include copies of restraining orders, police reports, orders to appear in court, etc.
75

76 21.5 – Emergency Leave

77 A. The President or designee may order the closing of College facilities due to an impending or
78 existing emergency or any unexpected circumstance deemed to require closure for the protection
79 of life and/or property.
80

81 B. In the event closure of College facilities is required, faculty shall continue to receive salary
82 payments without reduction.
83

84 21.6 – Family Medical Leave (SCF Procedure 2.30.01 not found)

85 A. Pursuant to College Procedure xxxx, as revised xxxxx and incorporated into this Agreement
86 by reference herein, the bargaining unit member's and the College's and Board's rights and
87 obligations under the Family Medical Leave Act will be determined by statute, applicable
88 regulations, and court interpretations under the Act except that the College may establish,
89 through administrative procedure, benefits greater than those available under such statute,
90 regulation, or court interpretation. The College policies and procedures applicable to bargaining
91 unit members will be not less than the College policies and procedures applicable to all other
92 employees.

93
94 B. Extended leave following depletion of FMLA. A bargaining unit member, who is unable to
95 immediately return to work following the expiration of an FMLA leave, may request additional
96 time (up to three months (90 days)), subject to the approval of the department administrator.
97 Extended leave in excess of 30 days requires the approval of the VPAA and/or College
98 President. In extenuating circumstances the President may grant a further extension of the leave
99 (up to 365 days in total). The College does not guarantee that an bargaining unit member's
100 position will be available at the conclusion of the extended leave.

101
102 C. The bargaining unit member may continue to use accrued vacation and sick leave during an
103 extended leave. An employee who is a member of the sick leave pool may use this benefit in
104 accordance with the Sick Leave Pool Rule 6HX14-2.51.

105
106 D. During a paid extended leave all insurance premiums will be deducted from the employee's
107 accrued leave. Once all accrued vacation, sick leave and sick leave pool benefits are exhausted
108 the employee will be on unpaid leave until the end of the extended leave. When an employee
109 changes to an unpaid leave status, benefits will terminate and the employee may continue
110 eligible health plans through COBRA.

111
112 21.7 – Military Leave

113 A. Pursuant to College Procedure 2.30.03, as revised July 1, 2009 and incorporated into this
114 Agreement by reference herein, the College shall provide military leave for bargaining unit
115 members conforming to the Uniformed Services Employment and Reemployment Rights Act
116 (USERRA). However, the College may provide benefits greater than those required under the
117 act.

118
119 B. Leave Accrual. Days on Personal and Sick Leave, and where applicable, Vacation (Annual)
120 Leave do not accrue, but the time served on active duty does count toward determining a
121 bargaining unit member's earning rate upon return from active duty. Military Leave does count
122 toward time accrual for service awards. Full-time bargaining unit members who enter active
123 military service with approval to be reinstated at the College will be considered to be on Military
124 Leave and the salary of a bargaining unit member returning from Military Leave will not reflect
125 an absence from the College.

126

127 21.8 – Parental Leave

128 A. Eligibility: A bargaining unit member, who has been employed full time for a minimum of
129 one year, shall be granted up to six (6) months Parental Leave for the birth or adoption of a child.
130 Also refer to 21.6 – Family Medical Leave if leave should exceed six months.

131
132 B. Paid Leave Program. Upon request, a bargaining unit member should be granted a paid
133 Parental Leave for the birth or adoption of a child not to exceed a total of six (6) months
134 throughout their employment at the College. Only one member of the same family may request
135 parental leave at the same time. However, two members of the same family may split leave for
136 the same event.

137
138 1. Commitment to Return. A bargaining unit member must agree in writing to return to
139 work for at least one academic year following participation in Parental Leave or
140 reimburse the College for salary received during the leave period.

141
142 2. Commitment to Reimburse. An employee who makes use of Parental Leave and who
143 does not remain in College employment for the full required time immediately following
144 participation in the parental leave program may be required to reimburse the College on a
145 pro-rata basis for the equivalent of salary paid while on Parental Leave.

146
147 C. In addition to Section 21.8 B above, the bargaining unit member is also authorized to use
148 accumulated sick leave, and/or personal leave with or without pay to cover any or all of the leave
149 time in excess of the six (6) months paid Parental Leave. Once the paid leave has ended, the
150 bargaining unit member may be placed on Family Medical Leave without pay.

151
152 D. Sick Leave Pool days may not be used to cover any of the Parental Leave time, unless there
153 is a related health condition that prevents return to work.

154
155 E. Request for Parental Leave should be submitted not less than thirty (30) calendar days before
156 the expected start of the leave, but in any event shall be submitted as early as practicable.
157 Requests for Parental Leave will not be unreasonably denied.

158
159 21.9 – Personal Leave With Pay

160 A. Eligibility. Bargaining unit members are entitled to four (4) days of "personal leave" during
161 each fiscal year for personal or emergency reasons. Personal leave will be charged to the
162 member's unused sick leave and will not accumulate from year to year.

163
164 B. Submission. Requests for Personal Leave by bargaining unit members must be submitted to
165 the supervising administrator on the appropriate leave request form prior to the date of the
166 requested leave when practicable. Requests for Personal Leave will not be unreasonably denied.
167 No explanation as to the purpose of such leave shall be required.

168

169 21.10 – Personal Leave Without Pay

170 A. Eligibility. Bargaining unit members (who have been employed in a regular position
171 consecutively for at least one year) may request Personal Leave Without Pay. The request must
172 be approved by the immediate supervisor and the next level supervisor. Requests for Personal
173 Leave Without Pay for over thirty (30) days must be approved by the Vice President for
174 Academic Affairs. Personal Leave Without Pay for longer durations may be granted by the
175 President for illness or for special circumstances.

176
177 B. Limitations. A bargaining unit member granted Personal Leave Without Pay for a period up
178 to one (1) term shall retain his/her same position on the same campus or division. When a
179 bargaining unit member is granted Personal Leave Without Pay for more than one (1) term there
180 is no guarantee that, upon termination of the leave, the bargaining unit member will return to the
181 same College position.

182
183 C. Leave Accrual. Personal Leave Without Pay may not count toward accumulation of service
184 time for FRS or leave accruals according to applicable state and federal laws and rules. It does
185 count, however, toward time accrual for service awards.

186
187 21.11 – Professional Leave With Pay

188 A. Short-Term Professional Leave with Pay. Short-term professional leave with pay may be
189 granted to bargaining unit members with three (3) years continuous full-time satisfactory service
190 at the College when such leave will enhance their educational effectiveness, improve College
191 programs, or generally support the best interest of the College. Types of learning experiences
192 which may be considered for approval under this program include attending Colleges,
193 universities, private and industry-related technological schools; participating in "on-the-job"
194 training opportunities in government agencies or industry; or other academic research, course
195 development, and publications.

196
197 B. Extended Professional Leave with Pay. See Article 22- Sabbatical Leave.

198
199 21.12 – Sick Leave

200 A. Pursuant to Rule 6HX14-2.45 revised 6/24/2009, and incorporated into this Agreement by
201 reference herein, each full-time bargaining unit member shall earn one (1) day of sick leave for
202 each calendar month or major fraction of a calendar month of service not to exceed 12 days for
203 each fiscal year. Such sick leave shall be cumulative from year to year without annual or lifetime
204 limits.

205
206 1. Extent of leave with compensation

207
208 a) Each bargaining unit member shall earn one day of sick leave with compensation
209 for each calendar month or major fraction of a calendar month of service not to
210 exceed twelve (12) days for each fiscal year, provided that such leave shall be
211 taken only when necessary because of sickness as described above. Such sick

212 leave shall be cumulative from year to year. Accumulated sick leave may be
213 transferred from another Florida community college, the Florida Department of
214 Education, the State University System, a Florida district school board or a state
215 agency; provided that at least one-half (1/2) of the sick leave accumulated at any
216 time has been earned at the College.

- 217
218 b) Sick leave shall be used or accrued only as it is earned and cannot be drawn on in
219 advance. This procedure is consistent with the method used for incrementing
220 earned annual leave. Eligible members refer to BOT Rule 6HX14-2.51.

221
222 2. Supervisor/Administrative Notification

- 223
224 a) Any bargaining unit member who finds it necessary to be absent from assigned
225 duties for reasons chargeable to sick leave, shall notify his/her immediate
226 supervisor or department director, before the opening of the College on the day of
227 the absence, or as soon as possible that day, except for emergency reasons
228 recognized by the President as valid. Any bargaining unit member shall, before
229 claiming and receiving compensation for the time absent from assigned duties
230 because of sick leave as prescribed in this section, make and file a completed
231 leave form signed by the appropriate supervisor, which shall set forth the day or
232 days absent, and reason for absence.

- 233
234 b) A certificate of illness from a licensed physician or from the county health officer
235 may be required if the absence is for personal illness or accident disability and is
236 more than five (5) consecutive workdays in duration. A physician's certificate will
237 be required after seven (7) consecutive days of family or household illness or
238 disability. If a bargaining unit member desires to return to work prior to the date
239 indicated by the physician's statement, written approval must be granted by the
240 physician and submitted to the supervisor, with a copy to the human resources
241 office.

242
243 B. Usage. Sick Leave may be used when the bargaining unit member is unable to perform
244 his/her duty at the College due to personal sickness, accident, disability, or extended personal
245 illness, or because of illness or death of father, mother, brother, sister, husband, wife, child, other
246 close relative, or member of his/her own household, and consequently has to be absent from
247 duty. The employee may also use Sick Leave to care for the employee's child after birth, or
248 placement for adoption or foster care.

249
250 C. Reinstatement of Sick Leave. Previous Sick leave balances may be reinstated for bargaining
251 unit members who return to employment with the College provided they have not been paid
252 Terminal Leave pursuant to this Agreement.

253
254 D. Unused Sick Leave. A bargaining unit member may transfer unused Sick Leave to another
255 employee by completing and submitting the appropriate form to Human Resources. A
256 bargaining unit member may transfer unused Sick Leave to the Sick Leave Pool pursuant to

257 section 21.16 of this Agreement. An employee may also receive payment for unused sick leave
258 pursuant to Section 21.18 of this Agreement.

259
260 21.13 – Temporary Duty

261 The President or appropriate administrator may authorize a bargaining unit member to be
262 temporarily absent from regular duties and/or home campus or division for the purpose of
263 representing the College or performing services for the College. The bargaining unit member
264 must submit a written request form with reason for leave, required travel request forms and
265 documentation, etc.

266
267 21.14 – Vacation Leave

268 Bargaining unit members appointed to a twelve (12) month contract shall earn vacation leave per
269 College Rule 6HX14-2.49, effective June 24, 2009, and incorporated into this Agreement by
270 reference herein.

271
272 21.15 – Illness/Injury in the Line-of-Duty Leave (Workers' Compensation)

273 A. Eligibility. All bargaining unit members are entitled to compensation for occupationally-
274 incurred illnesses and injuries. Each bargaining unit member is entitled to a maximum of ninety-
275 six (96) hours (twelve (12) days) of Illness/Injury in the Line-of-Duty leave at full pay per
276 calendar year when an injury or illness is due to a job-related activity. These leave days are non-
277 cumulative and will be granted at full pay, provided that the Office of Safety and Security/Risk
278 Management is notified and a "First Report of Injury" form is submitted to Risk Management
279 within two business days after the beginning of the impairment and a physician's statement
280 describing the impact of the injury on the faculty's ability to work is provided as soon as
281 practicable. The bargaining unit member may be eligible for Workers' Compensation per
282 applicable Florida statutes after the ninety-six (96) hours (twelve (12) days) of Illness/Injury in
283 the Line-of-Duty Leave is exhausted.

284
285 21.16 – Sick Leave Pool

286 A. The Sick Leave Pool is intended to aid participating members who have exhausted their
287 earned Sick Leave balance and may otherwise lose income due to a major illness, accident, or
288 injury. The College shall maintain a Sick Leave Pool pursuant to the existing College Rule
289 6HX14-2.51 effective June 24, 2009 which shall be incorporated into this Agreement by
290 reference herein. Changes shall be only by mutual agreement of the parties to this Agreement.

291
292 21.17 – Holidays

293 A. A bargaining unit member shall be entitled to observe all official holidays designated in Rule
294 6HX14-2.26 effective October 27, 2015, and incorporated into this Agreement by reference
295 herein, as holidays by the College and other paid non-duty days, which shall at a minimum
296 include those holidays designated in Section 110.117 Florida Statutes. No classes shall be
297 scheduled on designated holidays.

298

- 299 B. Supervisors are encouraged not to require a bargaining unit member to perform duties on
300 holidays; however, a bargaining unit member required to perform duties on holidays shall have
301 the employee's schedule adjusted to provide equivalent time off.
302
- 303 C. If a bargaining unit member who has performed duties on a holiday terminates employment
304 prior to being given time off, the bargaining unit member shall be paid, upon termination, for the
305 holiday hours worked within the previous twelve (12) month period.
306
- 307 D. In addition, other days may be designated as holidays or non-duty days by the President of
308 the College upon approval by the Board of Trustees.
309
- 310 E. In the event that a designated holiday falls on a Saturday, it shall be observed on the previous
311 Friday. If the designated holiday falls on a Sunday, it will be observed on the following Monday.
312
- 313 F. Requests to observe religious holidays other than those identified above will be reasonably
314 accommodated in accordance with College procedure 2.26.01 effective December 14, 2012 and
315 incorporated into this Agreement by reference herein. In its discretion the College may require a
316 bargaining unit member to work on scheduled holidays. In such cases, the bargaining unit
317 member shall receive another day off in lieu of the holiday with prior approval of the immediate
318 supervisor.
319

320 21.18 – Terminal Pay for Unused Sick Leave

- 321 A. Pursuant to Rule 6HX14-2.45 effective June 24, 2009 and incorporated into this Agreement
322 by reference herein, at the time of voluntary termination or death, bargaining unit members shall
323 receive terminal pay for unused accumulated sick leave calculated by multiplying the employee's
324 daily rate of pay times: (1) 45% after completing seven (7) years of service or (2) 50% after
325 completing ten (10) years of service, times the total number of accumulated sick leave days
326 credited to the bargaining unit member.
327
- 328 B. If a bargaining unit member terminates employment without receiving terminal pay benefits
329 and is reemployed, such bargaining unit member's Sick Leave credit shall be reinstated.