



**Number:** USF10.104  
**Title:** Faculty Benefits and Hours of Work  
**Responsible Office:** Administrative Services/Human Resources

**Date of Origin:** 10-5-03

**Date Last Amended:** 3-26-20 (technical)

**Date Last Reviewed:** 3-26-20

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2 (1) Faculty members receive paid and unpaid leave, holidays, insurance programs, retirement and  
3 any other benefits that may be designated in the future. Benefits and hours of work requirements shall  
4 be administered consistent with any applicable federal or state law and this Regulation, unless otherwise  
5 directed by a collective bargaining agreement (to the extent not inconsistent with federal or state law).

6 (2) USF recognizes that in the case of faculty members, professional obligation is comprised of  
7 both scheduled and non-scheduled activities. Instructional activities, office hours, and other duties  
8 and responsibilities may be required to be performed at a specific time and place, while other non-  
9 scheduled activities are more appropriately performed in a manner and place determined by the faculty  
10 member in consultation with his/her supervisor.

11 (3) Annual and/or sick leave will be accrued while in pay status in accordance with this Regulation.  
12 Leave will be credited at the end of that pay period in which it is earned, or in the case of separation,  
13 on the last day the faculty member is on the payroll. Leave may not be used in the pay period in which  
14 it is accrued.

15 (4) During approved unpaid leave for parental, foster care, medical, or military reasons, a faculty  
16 member may intermittently use accrued leave to continue the contributions to State benefits and other  
17 expenses.

18 (5) Unless agreed otherwise, a faculty member shall be employed in the same or similar status upon  
19 completion of the approved leave period. While on paid leave, he or she may not be employed  
20 elsewhere unless the requirements for outside activity and/or extra or dual compensation have been  
21 met.

22 (6) USF may establish reciprocal agreements with other government entities for the transfer of  
23 accrued sick leave and accrued annual leave. Such agreements must be in writing and consistent with  
24 applicable State law.

25 (7) USF will withhold any payment due to a faculty member for accrued sick leave or accrued  
26 annual leave if the faculty member, after the request by USF, fails to return all property of USF in the  
27 custody or control of that individual. USF shall inform the faculty member of the reason(s) for  
28 withholding such payments.

29 (8) Sick leave accrual for full-time faculty members shall be as follows with proportionate accrual  
30 for less than full-time: Hours accrued during pay period: Monthly-8.667 hours; Biweekly-4 hours.

31 (a) Sick leave must be accrued before use unless available through a USF approved sick leave pool  
32 program. There is no maximum on the amount of sick leave that can be accrued.

33 (b) With the appropriate approvals, sick leave is authorized for the following purposes:

34 1. The faculty member's personal illness, injury, exposure to a contagious disease, disability,  
35 appointments with health care providers, or other health related conditions as determined  
36 by USF, where the faculty member is unable to perform assigned duties.

37 2. The illness, injury, appointments with health care providers, or death of a member of the  
38 faculty member's family; family is defined as the spouse, domestic partner (as defined in  
39 USF's Domestic Partner Health Insurance Stipend Program), the grandparents, parents,  
40 brothers, sisters, children and grandchildren of both the employee and the spouse.

41 (c) Notice of absence due to illness, injury, disability, or exposure to a contagious disease must be  
42 given as soon as practicable.

43 (d) Upon separation, a faculty member with ten (10) or more years of continuous service in an  
44 established position who has not participated in the University's Early Sick Leave Payout  
45 Program and who was employed prior to January 1, 2014, shall be paid for one- fourth of all  
46 unused accrued sick leave, up to a total of 480 hours. A faculty member who was hired on  
47 or after January 1, 2014 or who has less than ten (10) years of continuous service in an  
48 established position at the time of separation shall not be paid for any unused sick leave and  
49 such leave shall be forfeited.

50 (9) Annual leave for full-time faculty will be as follows with proportionate accrual for less than  
51 full- time employment. A faculty member employed for an academic year (39 weeks) or less does not  
52 accrue annual leave.

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56 **Annual Leave Accrual**

<b>Pay Period</b>			
<b>Monthly</b>	<b>Biweekly</b>	<b>Year-End</b>	<b>Maximum Payment</b>
14.667	6.769	352	352

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58 (a) Annual leave must be accrued prior to use. In extraordinary circumstances, annual leave may  
59 be advanced.

60 (b) Faculty may accrue annual leave in excess of the year-end maximum during a calendar year.  
61 Those with accrued annual leave in excess of the year-end maximum as of December 31, shall  
62 have any excess converted to sick leave on an hour-for-hour basis on January 1, of each year.

63 (c) A faculty member who separates from employment with six (6) months or more of continuous  
64 service in an established position will be paid for all unused accrued annual leave hours up to  
65 the year-end maximum allowed. Upon reemployment by USF within one-hundred (100) days,  
66 all unpaid annual leave paid at the time of separation may be restored upon repayment of the  
67 full value of the annual leave that had been previously accrued. Upon entering into the  
68 Deferred Retirement Optional Program (DROP), faculty may elect to be paid up to the year-  
69 end maximum of their unused annual leave. If a faculty member does not elect to receive  
70 payment for all accrued annual leave due at the time of entering DROP, any amount accrued  
71 remaining due will be paid upon final separation of employment.

72 (d) A faculty member will be paid for unused annual leave up to the allowable maximum upon  
73 transfer from an annual leave-accruing position to a non-annual leave-accruing position, unless  
74 he or she elects to retain accrued leave balances upon such a transfer for up to a maximum of  
75 two years, after which the eligible unused leave will be paid. The rate of payment for this  
76 eligible unused leave will be at the rate of pay in effect at the time of leaving the leave-accruing  
77 position and will be paid by the department in which the faculty member was employed before  
78 accepting the non-leave accruing position. The provision does not apply to a faculty member  
79 leaving an established position to accept a Temporary appointment.

- 80 (10) Compulsory leave provisions shall be consistent with the following:
- 81 (a) Medical certification by a health care provider, approved or designated by USF, will be required.
- 82 (b) Notice will be provided to the faculty member identifying the duration of the leave, the  
83 conditions for return to the position, and include a designation stating whether such leave will  
84 be counted in accordance with any applicable federal or state law.
- 85 (c) The faculty member may be allowed to intermittently use accrued paid leave during compulsory  
86 leave to continue the contributions to State benefits and other expenses.
- 87 (d) Unless agreed otherwise, a faculty member shall be employed in the same or similar status upon  
88 completion of the approved leave period and upon receipt of medical certification to return to  
89 work.
- 90 (e) Faculty members who fail to meet the conditions of the compulsory leave, who fail to obtain  
91 medical certification to return to work at the same or similar status as before the leave began  
92 and/or are unable to perform duties will be:
- 93 1. Offered part-time employment, or
- 94 2. Placed on unpaid leave or have such leave extended, or
- 95 3. Requested to resign, or
- 96 4. Dismissed for inability to perform the duties of the position.
- 97 (11) Faculty members are provided with twelve (12) workweeks of Family and Medical Leave within  
98 a 12-month, rolling period, measured backward from the start date of the employee's requested leave  
99 period in compliance with the [Family and Medical Leave Act \(FMLA\) of 1993 \(Public Law 103-3\)](#) and  
100 the Final Regulations of the [Family and Medical Leave Act of 1993 \(29 CFR Part 825\)](#), and as may be  
101 amended. Faculty may use accrued paid leave for an FMLA leave event and the use of such accrued  
102 paid leave will be counted toward the FMLA entitlement.
- 103 (12) Faculty members will be provided with up to six (6) months unpaid parental leave. They may  
104 use accrued paid leave upon becoming biological or adoptive parents, or when a child is placed in the  
105 home prior to finalization of adoption.
- 106 (13) **Parental Leave Paid Program.** To participate in this program, an employee must be in the  
107 United Faculty of Florida (UFF) bargaining unit or in the Faculty Pay Plan on a benefit eligible line,  
108 employed for a minimum of one (1) academic year for faculty members with instructional  
109 responsibilities or a minimum of one (1) calendar year for faculty members without instructional

110 responsibilities, and employed on at least a 0.75 FTE line. This program does not apply to individuals  
111 on a temporary, a term limited, or a visiting faculty line.

112 (1) No more than twice in the course of an employee's tenure at the University, the  
113 employee may request and be granted a paid parental leave for the birth or adoption of a  
114 child not to exceed one semester (for instructional faculty) or three months for non-  
115 instructional employees. No two members of the same family may request parental leave  
116 at the same time or for the same event (birth or adoption of a child).

117  
118 (2) Commitment to return. An employee must agree in writing to return to University  
119 employment for at least one academic year (calendar year for non instructional faculty)  
120 following participation in parental leave or reimburse the University for salary received  
121 during the leave period.

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123 (3) Commitment to Reimburse. An employee who makes use of parental leave and who  
124 remains in University employment for at least one academic year (calendar year for non-  
125 instructional faculty) immediately following participation in the parental leave program  
126 shall have the total number of hours used deducted from the employee's sick leave and/or  
127 annual leave upon separation from the University, or upon transferring between annual  
128 leave and non-annual leave accruing contract. An employee who makes use of parental  
129 leave, but does not remain in University employment for at least one academic year  
130 (calendar year for non-instructional faculty) immediately following participation in the  
131 parental leave program may be required to reimburse the University for the liquidated  
132 equivalent of all salary paid while on parental leave.

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134 (4) Faculty in USF Health who receive clinical compensation will be paid in accordance  
135 with USF Health procedures for extended leave, and must have returned to their assigned  
136 clinical duties for a minimum of thirty (30) days upon their return from Paid Parental Leave  
137 to have the clinical compensation restarted. For more information on this procedures,  
138 please visit the Office of Faculty Affairs website at:  
139 <http://health.usf.edu/facultyaffairs/index.htm> or contact the Office of Faculty Affairs  
140 directly at 974-5105.

141 (14) Faculty are provided paid administrative leave as follows:

142 (a) Administrative leave for jury duty. Any jury pay can be retained by the faculty member.

143 (b) Administrative leave will be provided to a faculty member summoned as a witness in a matter  
144 not involving personal interests. Administrative leave will not be provided for serving as an  
145 expert witness, but witness pay can be retained by the faculty member.

146 (c) Administrative leave for athletic competition or in another official capacity in Olympic or other  
147 international events will be provided when it will not adversely impact the operation of USF.

148 (d) Administrative leave, up to four (4) days, will be provided to a faculty member upon the death  
149 of a family member as defined in USF10.104 (8)(b)2.

- 150 (e) Administrative leave for Florida Disaster Volunteers will be provided when it will not adversely  
151 impact the operation of USF.
- 152 (f) Administrative leave for civil disorder or disaster for a faculty member who is a member of a  
153 volunteer emergency response team will be granted when it will not adversely impact the  
154 operation of USF.
- 155 (g) A faculty member under investigation will be placed on administrative leave for a period up to  
156 the length of the investigation, when it is determined to be in the best interest of USF.
- 157 (h) A faculty member will be placed on administrative leave between the notice of suspension or  
158 dismissal and the effective date of such action, when it is determined to be in the best interest  
159 of USF.
- 160 (i) Administrative leave will be provided for any emergency closing of facilities in USF (i.e.,  
161 complete closure of the University and discontinuation of services). Only faculty members  
162 scheduled to work during the time of the emergency closing shall be provided administrative  
163 leave. Faculty members already on approved leave at the time of the emergency closing may  
164 not have the approved leave changed to administrative leave.
- 165 (j) When it is determined to be in the best interest of USF, the CAO will place a faculty member  
166 on paid administrative leave if the faculty member's behavior or extraordinary circumstances  
167 indicate the probability that the faculty member's presence in the workplace will result in  
168 damage to property or injury to others.
- 169 (15) Military leave and reemployment rights shall be provided to faculty, consistent with federal and  
170 state laws.
- 171 (16) Workers' Compensation benefits for an injury compensable under the Florida Workers'  
172 Compensation Law shall be provided consistent with the following:
- 173 (a) A faculty member will remain in full pay status for a period up to a maximum of forty (40)  
174 hours without being required to use accrued leave credits. If, during that period, the faculty  
175 member receives Workers' Compensation benefits then the faculty member will reimburse  
176 USF the amount of the benefits. Such reimbursement will not include payments for expenses  
177 related to medical, surgical, hospital, or nursing treatment or payments of disability losses.
- 178 (b) A faculty member may elect to use accrued paid leave to supplement Workers' Compensation  
179 payments up to the regular salary.
- 180 (c) The period of paid or unpaid job-related disability leave will be in accordance with Chapter  
181 440, Florida Statutes, or any other applicable Florida law.

182 (d) If at the end of the leave period, a faculty member is unable to return from leave to work full-  
183 time and perform the duties of the position, USF shall have the same options as specified in  
184 Regulation 10.104(10)(e).

185 (17) Learning opportunities may be available to all faculty members of USF in accordance with this  
186 Section. Faculty members eligibility for benefits listed in Section (17) of this Regulation will be  
187 established and maintained by the Office of the Provost, the Campus Executive Officers, Regional  
188 Chancellors and/or the Sr. Vice President, USF Health.

189 (18) Faculty learning opportunities involving professional renewal, planned travel, study, formal  
190 education, research, writing, or other experience of professional value may include the following:

191 (a) Sabbaticals. USF guarantees the availability of sabbaticals for eligible faculty members; those  
192 awarded competitively will only be done so after an evaluation process in which peer review is  
193 central.

194 1. USF shall make available to each faculty member whose application has been reviewed by  
195 USF, a sabbatical for two (2) semesters (i.e. one (1) academic year) at half pay subject to  
196 conditions set out in Section (17)(a)3., of this Regulation.

197 2. Each year, USF will make available at least one (1) sabbatical at full pay for one (1) semester  
198 for each thirty (30) eligible faculty members subject to the conditions set out in Section  
199 (17)(a)3., of this Regulation.

200 3. Eligibility for sabbaticals. Full time tenured faculty members with at least six (6) years of  
201 full-time service in USF shall be eligible for a sabbatical. Upon returning from a one-  
202 semester full-pay or two-semester half-pay sabbatical, faculty members are again eligible  
203 for a similar sabbatical after six (6) years of full-time service. A faculty member who is  
204 compensated through a contract or grant may receive a sabbatical only if the contract or  
205 grant allows a sabbatical and the faculty member meets all other eligibility requirements.

206 (b) Faculty member development or certification.

207 (c) Leave to pursue educational goals and USF approved faculty member education programs.

208 (d) Professional development leave.

209 1. Professional development leave shall be made available to faculty members who meet  
210 the requirements set out in Section (17)(d)3. of this Regulation. Such leaves are granted  
211 to increase a faculty member's value to USF through enhanced opportunities for  
212 professional renewal, educational travel, study, formal education, writing, or other  
213 experience of professional value, not as a reward for service.

214 2. Each year USF will make available at least one professional development leave at full-  
215 pay for one semester or its equivalent (for example, half-pay for two semesters) for  
216 each twenty (20) eligible faculty members subject to conditions set out in Section  
217 (17)(d)3. of this Regulation.

218 3. Eligibility for professional development leave. Full time faculty members with three  
219 or more years of service shall be eligible for professional development leaves except  
220 for those faculty members who are serving in tenure earning or tenured positions.

221 A faculty member who is compensated through a contract or grant may receive  
222 professional development leave only if the contract or grant allows for such leaves and  
223 the faculty member meets all other eligibility requirements. Faculty members will be  
224 notified annually regarding eligibility requirement and application deadlines.

225 (19) Unpaid Leave of Absence (Furlough). A furlough is a mandatory; temporary; unpaid; partial  
226 or full leave of absence from work for a specified number of hours, days, or weeks within a stated time  
227 frame, with a commensurate reduction in pay. The University may place an employee on furlough at  
228 any time for cost savings/budgetary reasons if the University experiences a significant budget reduction,  
229 reduction in state funding, or other loss of revenue that causes a significant operating budget deficit, or  
230 in the event that work for an employee or employees is temporarily unavailable. At the discretion of  
231 management, a furlough may be a full furlough (with no work hours for a specific period of time) or  
232 may be a partial furlough (imposed for a consecutive number of days, or served intermittently across a  
233 semester or year). A furlough must be approved by the appropriate Dean and the Central Division of  
234 Human Resources. A furlough may be extended based on the business needs of the University. A  
235 furlough is not a layoff or reduction in workforce; as such, in the event of a furlough, no layoff rights  
236 will apply.

237 (a) No employee affected by a furlough may use accrued paid leave of any type (i.e., sick, annual,  
238 compensatory leave or personal holiday) during the furlough period, unless special approval is  
239 granted in writing by the President or designee.

240 (b) Employees are prohibited from performing any actual work on behalf of the University during  
241 the furlough period (including checking work-related e-mail or work-related voice mail.)

242 (c) Furloughed employees may retain their existing employer-provided health insurance through the  
243 State-designated stability period, as per any established State of Florida, Department of  
244 Management Services, Division of State Group Insurance eligibility criteria. Employees are  
245 responsible for arranging employee contributions of benefit premiums when the earnings of  
246 their paycheck no longer support the deduction payments.

247 (d) Employees' continuous service, hire date, and employment status will not be affected by any  
248 period of furlough.

249 (e) Where the furlough is partial and the FTE is reduced, the employee may still be eligible for pro-  
250 rated accrual of leave according to University Guidelines.



251 (f) Exempt employees' furloughs must be aligned with the University workweek. Deductions from  
252 the pay of an exempt employee for absences due to furlough disqualify the employee from being  
253 paid on a salary basis in the workweek(s) when the furlough occurs; for those weeks the pay is  
254 accordingly reduced.

255 (g) Employees who are placed on furlough will receive as much notice as practicable, with written  
256 notice required no less than fourteen (14) calendar days prior to the start of the date of the  
257 furlough.

258 (h) A notice of furlough may not be grieved.

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261 *Authority: Art. IX, Sec 7, Fla. Constitution, Fla. Board of Governors Regulation 1.001.*

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264 *History: New (BOT approval) 10-05-03, Amended 12-30-03. Formerly, 6C4-10.104, F.A.C., Amended*  
265 *10-23-09, 6-20-13, 9-14-15 (technical), 12-1-16, 2-12-18 (technical), 3-26-20 (technical).*

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267 *Consolidation Amendments Effective: 7-1-20.*

268  
269 *Certification: The University of South Florida certifies that it has followed the Florida Board of Governors Regulation*  
270 *Development Procedure and has a record of written notices, comments, summaries and responses as required.*

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