

ARTICLE 23

LEAVES

WHAT CHANGES ARE PROPOSED

- Adds a policy for paid family leave.

WHY THE CHANGES ARE IMPORTANT

- Promotes a family friendly workplace.
- Enhances faculty productivity and morale.
- Contributes to faculty recruitment and retention.
- Aligns UNF with other SUS institutions and national trends.

ARTICLE 23
LEAVES

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

- (a) For a leave of one (1) semester or more, a faculty member shall make a written request not less than 120 days prior to the beginning of the proposed leave, if practicable.
- (b) For an extension of a leave of one (1) semester or more, a faculty member shall make a written request not less than sixty (60) days before the end of the leave, if practicable.
- (c) The University Administration shall approve or deny such request in writing not later than thirty (30) days after receipt of the request.
- (d) An absence without approved leave or extension of leave shall subject the faculty member to the provisions of the Article 30.7 Disciplinary Action and Job Abandonment.
- (e) A faculty member's request for use of leave for an event covered by the provisions of the Family and Medical Leave Act (FMLA) of 1993 (Public Law 103-3) shall be submitted and responded to in accordance with the provisions of Section 23.6.

23.2 Return from Leave. A faculty member who returns from an approved leave of absence with or without pay shall be returned to the same classification, unless the University Administration and the faculty member agree in writing to other terms and conditions. The return from FMLA leave shall be in accordance with Section 23.6.

23.3 Accrual During Leave with Pay. A faculty member shall accrue normal leave credits while on compensated leave in full-pay status, or while participating in the sabbatical or professional development programs. If a faculty member is on compensated leave in less than full-pay status for other than sabbaticals or professional development programs, the faculty member shall accrue leave in proportion to the pay status.

23.4 Tenure Credit During Periods of Leave. Semester(s) during which a faculty member is on compensated or uncompensated leave shall not be creditable for the purpose of determining eligibility for tenure, except by mutual agreement of the faculty member and the University

39 Administration. In deciding whether to credit such leave toward tenure eligibility, the President
40 or representative shall consider the duration of the leave, the relevance of the faculty member's
41 activities while on such leave to the faculty member's professional development and field of
42 employment, the benefits, if any, which accrue to the university by virtue of placing the faculty
43 member on such leave, and other appropriate factors.

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45 23.5 Holidays.

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47 (a) A faculty member shall be entitled to observe all official holidays designated by
48 the University Administration. No classes shall be scheduled on holidays. Classes
49 not held because of a holiday shall not be rescheduled.

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51 (b) Supervisors are encouraged not to require a faculty member to perform duties on
52 holidays; however, a faculty member required to perform duties on holidays shall
53 have the faculty member's schedule adjusted to provide equivalent time off, up to
54 a maximum of eight (8) hours for each holiday worked.

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56 (c) If a faculty member who has performed duties on a holiday terminates
57 employment prior to being given time off, the faculty member shall be paid, upon
58 termination, for the holiday hours worked within the previous twelve (12) month
59 period for which the faculty member was not given time off.

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61 23.6 Family and Medical Leave Act (FMLA). Employees are provided with twelve
62 workweeks (480 hours) of Family and Medical Leave within a 12-month period in compliance
63 with the Family and Medical Leave Act (FMLA) statutes and regulations.¹ The 12-month period
64 is calculated on a rolling year basis for each individual employee. All employees are eligible
65 who have worked at least 12 consecutive months and who have worked at least 1250 hours in
66 the 12-months prior to the leave. Faculty may use paid leave for an FMLA event and such shall
67 be counted toward the entitlement.

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69 23.7 ~~Parental~~ Family Leave.

¹ In addition, eligible employees may qualify for up to 26 workweeks of unpaid leave under FMLA in certain situations related to a covered family member's service in the Armed Forces. This military caregiver leave allows an eligible employee who is the spouse, son, daughter, parent, or next of kin of a covered service member or a covered veteran with a serious injury or illness incurred or aggravated while on active duty and in the line of duty to take up to a total of 26 workweeks of unpaid leave during a single twelve (12) month period to provide care for the service member or veteran.

- 70
71 (a) A faculty member, at the faculty member's request, shall be granted a parental
72 paid family leave under the following conditions: ~~not to exceed six (6) months~~
- 73 (1) When the faculty member or a faculty member's spouse, common-law
74 spouse or domestic partner becomes a biological parent or a child is placed
75 in the faculty member's home pending adoption;—Foster care is not
76 covered under parental leave but is provided through the FMLA provisions
77 in accordance with Section 23.6.
- 78 (2) When the employee is the primary caregiver of an immediate family
79 member with a serious health condition. Immediate family means the
80 spouse or domestic partner and the grandparents, parents, stepparents,
81 brothers, sisters, children, and grandchildren of both the employee and the
82 spouse or domestic partner, and dependents living in the household.
- 83 (b) Family Leave Options. Employees shall be permitted to choose from one of
84 the 3 options below.
- 85 (1) Modified Work Duties. If the employee normally has an
86 instructional assignment, then, after consultation with the employee,
87 the supervisor shall determine that:
- 88 a. the assignment be changed to a non-instructional assignment
89 for the academic semester during a qualifying event
90 described in 23.7(a)(1) and 23.7(a)(2); or
- 91 b. the employee's work schedule may be altered.
- 92 c. once the modified plan is agreed to by the employee and his
93 or her chair/supervisor, it shall be reviewed by the dean or
94 provost. The dean or provost shall either approve the
95 modified work plan, or work in collaboration with the
96 supervisor and employee to reach an acceptable solution.
- 97 (2) Paid Family Leave. Employees are eligible for paid family leave
98 as follows.
- 99 a. An employee shall be granted, upon request, paid family leave. For
100 twelve-month employees, the leave shall be for a period of 19.5

- 101 contiguous weeks. For nine-month employees, the leave shall be
102 either one regular (Fall or Spring) semester or 0.375 Full Time
103 Equivalency (FTE) during Summer A or Summer B. For non-
104 instructional employees, the leave shall be up to 3 months.
- 105 b. In order to participate in this program, an employee must be
106 employed for a minimum of one academic year on at least a 0.75
107 FTE line. This program does not apply to individuals on a visiting
108 appointment. Furthermore, employees on soft money shall be
109 eligible to the extent that such benefits are permitted by the terms
110 of the contract or grant, the rules of the funding agency, and/or
111 adequate funds are available.
- 112 c. The employee will request the use of paid family leave in writing
113 as soon as is practicable prior to the anticipated beginning of the
114 leave. Leaves for the birth or adoption of a child must occur no
115 later than a semester immediately following the birth or adoption
116 event. Paid family leave is separate from, but may run concurrent
117 with, medical or FMLA leave. However, if FMLA leave runs
118 concurrent with paid family leave, the employee shall not be
119 required to use accrued sick leave hours during the paid family
120 leave.
- 121 d. The employee will sign a written agreement detailing the terms of
122 the paid family leave in compliance with this article. A copy of the
123 agreement will be provided to UFF. Participation in paid family
124 leave is contingent upon execution of the signed agreement. A
125 signed written agreement shall not be unreasonably withheld by
126 UNF.
- 127 e. The employee must agree in writing to return to active employment
128 at the University of North Florida for at least one academic year
129 following participation in the program. This time does not include
130 time awarded for a sabbatical or other type of leave. For example,
131 it would be possible for a nine-month employee to take a sabbatical
132 and then opt for the family leave program. In that case, the
133 employee would need to return to active university service for one
134 year for each of the programs; in this case, two academic years.
- 135 f. Repayment of salary, retirement, benefits, and expenses received

- 136 during paid family leave may be required in those instances where
137 payments are made in the absence of a signed agreement by the
138 employee, or when the employee fails to comply with the terms of
139 the program.
- 140 g. An employee who makes use of paid family leave, and who
141 remains in University employment for at least one academic year
142 (calendar year for non-instructional faculty) following participation
143 in the program, shall have the total number of hours used deducted
144 from the employee's sick leave and/or annual leave balance (with
145 sick leave being deducted first) that the employee has remaining at
146 the time of separation from the university.
- 147 h. Employees on paid family leave cannot engage in outside
148 employment unless approved in advance.
- 149 (3) Unpaid Family Leave. If an employee is ineligible for paid family leave,
150 or chooses not to use a modified work assignment as described in
151 23.7(b)(1), or requires leave beyond the approved paid family leave period
152 described in 23.7(b)(2)a., the employee may request the use of a
153 combination of accrued leave, leave otherwise available through the sick
154 leave pool, and leave without pay. This request shall include the specific
155 periods for each type of leave requested. If a faculty member plans to use
156 a combination of accrued leave and leave without pay, such request shall
157 include the specific periods for each type of leave requested. Use of
158 accrued leave during an approved period of leave without pay shall be in
159 accordance with Section 23.11.
- 160
- 161 a. ~~The period of parental leave shall begin no more than two (2) weeks~~
162 ~~before the expected date of the child's arrival.~~ The President or
163 representative shall acknowledge to the faculty member in writing
164 the period of leave to be granted, that such leave counts against the
165 faculty member's unused FMLA entitlements in accordance with
166 Section 23.6, and the date of return to employment.
- 167 b. At the end of the approved ~~parental~~ leave and at the faculty member's
168 request, the President or representative shall grant part-time leave
169 without pay for a period not to exceed one (1) year, unless the
170 President or representative determines that granting such leave

- 171 would be inconsistent with the best interests of the University.
- 172 c. Any illness caused or contributed to by pregnancy shall be treated as
173 a temporary disability and the faculty member shall be allowed to
174 use accrued sick leave credits when such temporary disability is
175 certified by a health care provider.
- 176 (c) Upon agreement between the faculty member and the University
177 Administration, intermittent FMLA leave or a reduced work schedule may be
178 approved for the birth of the faculty member's child or placement of a child with
179 the faculty member for adoption in accordance with Section 23.6.
180
- 181 23.8 Leaves Due to Illness/Injury. Illness/Injury is defined as any physical or mental
182 impairment of health, including such an impairment proximately resulting from pregnancy,
183 which does not allow a faculty member to fully and properly perform the duties of the faculty
184 member's position. When a faculty member's illness/injury may be covered by the Americans
185 with Disabilities Act, the provisions of Public Law 101-336 shall apply.
186
- 187 (a) Sick Leave.
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- 189 (1) Accrual of Sick Leave.
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- 191 a. A full-time faculty member shall accrue four (4) hours of sick
192 leave for each biweekly pay period, or the number of hours that
193 are directly proportionate to the number of days worked during
194 less than a full-pay period, without limitation as to the total
195 number of hours that may be accrued.
196
- 197 b. A part-time faculty member shall accrue sick leave at a rate
198 directly proportionate to the percent of time employed.
199
- 200 c. A faculty member appointed under Other Personal Services
201 (OPS) shall not accrue sick leave.
202
- 203 (2) Uses of Sick Leave.
- 204
- 205 a. Sick leave shall be accrued before being taken, provided that a faculty
206 member who participates in a sick leave pool shall not be prohibited

207 from using sick leave otherwise available to the faculty member
208 through the sick leave pool.

209
210 b. Sick leave shall be authorized for the following:

211
212 1. The faculty member's personal illness or exposure to a
213 contagious disease which would endanger others.

214
215 2. The faculty member's personal appointments with a health
216 care provider.

217
218 3. The illness or injury of a member of the faculty member's
219 immediate family, at the discretion of the supervisor.
220 Approval of requests for use of reasonable amounts of sick
221 leave for caring for a member of the faculty member's
222 immediate family shall not be unreasonably withheld.
223 "Immediate family" means the spouse and the grandparents,
224 parents, brothers, sisters, children, and grandchildren of both
225 the faculty member and the spouse, and dependents living in
226 the household.

227
228 4. The death of a member of the faculty member's immediate
229 family, at the discretion of the supervisor. Approval of
230 requests for use of reasonable amounts of sick leave for the
231 death of a member of the faculty member's immediate family
232 shall not be unreasonably withheld.

233
234 c. A continuous period of sick leave commences with the first day of
235 absence and includes all subsequent days until the faculty member
236 returns to work. For this purpose, Saturdays, Sundays, and official
237 holidays observed by the State shall not be counted unless the
238 faculty member is scheduled to perform services on such days.
239 During any seven (7) day period, the maximum number of days of
240 sick leave charged against any faculty member shall be five (5).

241
242 d. A faculty member who requires the use of sick leave should notify
243 the supervisor as soon as practicable.

244

- 245 e. A faculty member who becomes eligible for the use of sick leave
246 while on approved annual leave shall, upon notifying the
247 supervisor, substitute the use of accrued sick leave to cover such
248 circumstances.
249
- 250 (3) Certification. If a faculty member's request for absence or absence exceeds
251 four (4) consecutive days, or if a pattern of absence is documented, the
252 University Administration may require a faculty member to furnish
253 certification issued by an attending health care provider of the medical
254 reasons necessitating the absence and/or the faculty member's ability to
255 return to work. If the medical certification furnished by the faculty member
256 is not acceptable, the faculty member may be required to submit to a
257 medical examination by a health care provider who is not a university staff
258 member which shall be paid for by the University. If the medical
259 certification indicates that the faculty member is unable to perform
260 assigned duties, the President or representative may place the faculty
261 member on compulsory leave under the conditions set forth in Section
262 23.8(c).
263
- 264 (4) Payment for Unused Sick Leave.²
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- 266 a. A faculty member with less than ten (10) years of State service who
267 separates from State government shall not be paid for any unused
268 sick leave.
269
- 270 b. A faculty member who has completed ten (10) or more years of
271 State service, has not been found guilty or has not admitted to being
272 guilty of committing, aiding, or abetting any embezzlement, theft,
273 or bribery in connection with State government, or has not been
274 found guilty by a court of competent jurisdiction of having violated
275 any State law against or prohibiting strikes by public employees,
276 and separates from State government because of retirement for
277 other than disability reasons, termination, or death, shall be
278 compensated at the faculty member's current regular hourly rate of
279 pay for one-eighth of all unused sick leave accrued prior to
280 October 1, 1973, plus one-fourth of all unused sick leave accrued
281 on or after October 1, 1973; provided that one-fourth of the unused

² For the purpose of this Article, "state service" shall include service at UNF.

- 282 sick leave since 1973 does not exceed 480 hours.
283
284 c. Upon layoff, a faculty member with ten (10) or more years of State
285 service shall be paid for unused sick leave as described in
286 paragraph b., above, unless the faculty member requests in writing
287 that unused sick leave be retained pending re-employment. For a
288 faculty member who is re-employed by the University within
289 twelve (12) calendar months following layoff, all unused sick leave
290 shall be restored to the faculty member, provided the faculty
291 member requests such action in writing and repays the full amount
292 of any lump sum leave payments received at the time of layoff. A
293 faculty member who is not re-employed within twelve (12)
294 calendar months following layoff shall be paid for sick leave in
295 accordance with Section 110.122, Florida Statutes.
296
297 d. All payments for unused sick leave shall be made in lump sum and
298 shall not be used in determining the average final compensation of
299 a faculty member in any State administered retirement system. A
300 faculty member shall not be carried on the payroll beyond the last
301 official day of employment, except that a faculty member who is
302 unable to perform duties because of a disability may be continued
303 on the payroll until all sick leave is exhausted.
304
305 e. If a faculty member has received a lump sum payment for accrued
306 sick leave, the faculty member may elect in writing, upon re-
307 employment within 100 days, to restore the faculty member's
308 accrued sick leave. Restoration shall be effective upon the
309 repayment of the full lump sum leave payment.
310
311 f. In the event of the death of a faculty member, payment for unused
312 sick leave at the time of death shall be made to the faculty
313 member's beneficiary, estate, or as provided by law.
314
315 (b) Job-Related Illness/injury.
316
317 (1) A faculty member who sustains a job-related illness/injury that is
318 compensable under the Workers' Compensation Law shall be carried in
319 full- pay status for a period of medically certified illness/injury not to

- 320 exceed seven (7) days immediately following the illness/injury, or for a
321 maximum of forty (40) work hours if taken intermittently without being
322 required to use accrued sick or annual leave.
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324
- 325 (2) If, as a result of the job-related illness/injury, the faculty member is unable
326 to resume work at the end of the period provided in paragraph (1), above:
327
- 328 a. The faculty member may elect to use accrued leave in an amount
329 necessary to receive salary payment that will increase the Workers'
330 Compensation payments to the total salary being received prior to
331 the occurrence of the illness/injury. In no case shall the faculty
332 member's salary and Workers' Compensation benefits exceed the
333 amount of the faculty member's regular salary payments; or
334
- 335 b. The faculty member shall be placed on leave without pay and shall
336 receive normal Workers' Compensation benefits if the faculty
337 member has exhausted all accrued leave in accordance with
338 paragraph (a), above, or the faculty member elects not to use
339 accrued leave.
340
- 341 (3) This period of leave with or without pay shall be in accordance with
342 Chapter 440 (Worker's Compensation), Florida Statutes.
343
- 344 (4) If, at the end of the leave period, the faculty member is unable to return to
345 work and perform assigned duties, the President or representative should
346 advise the faculty member, as appropriate, of the Florida Retirement
347 System's disability provisions and application process, and may, based
348 upon a current medical certification by a health care provider prescribed
349 in accordance with Chapter 440 (Worker's Compensation), Florida
350 Statutes, and taking the University's needs into account:
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- 352 a. offer the faculty member part-time employment;
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- 354 b. place the faculty member in leave without pay status or extend such
355 status;
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- 357 c. request the faculty member's resignation; or

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- d. release the faculty member from employment, notwithstanding any other provisions of this Agreement.
- (c) Compulsory Leave.
 - (1) Placing Faculty Member on Compulsory Leave.
 - a. If a faculty member is unable to perform assigned duties due to illness/injury, the President or representative may require the faculty member to submit to a medical examination, the results of which shall be released to the University Administration, by a health care provider chosen and paid by the University Administration, or by a health care provider chosen and paid by the faculty member, who is acceptable to the President or representative. Such health care provider shall submit the appropriate medical certification(s) to the University Administration.
 - b. If the University Administration agrees to accept the faculty member's choice of a health care provider, the University Administration may not then require another university-paid examination.
 - c. If the medical examination confirms that the faculty member is unable to perform assigned duties, the President or representative shall place the faculty member on compulsory leave.
 - (2) Conditions of Compulsory Leave.
 - a. Written notification to the faculty member placing the faculty member on compulsory leave shall include the duration of the compulsory leave period and the conditions under which the faculty member may return to work. These conditions may include the requirement of the successful completion of, or participation in, a program of rehabilitation or treatment, and follow-up medical certification(s) by the health care provider, as appropriate.

- 396 b. The compulsory leave period may be leave with pay or leave
397 without pay. If the compulsory leave combines the use of accrued
398 leave with leave without pay, the use of such leave shall be in
399 accordance with Section 23.11.
400
401 c. If the faculty member fulfills the terms and conditions of the
402 compulsory leave and receives a current medical certification that
403 the faculty member is able to perform assigned duties, the
404 President or representative shall return the faculty member to the
405 faculty member's previous duties, if possible, or to equivalent
406 duties.
407
408 (3) Duration. Compulsory leave, with or without pay, shall be for a period not
409 to exceed the duration of the illness/injury or one year, whichever is less.
410
411 (4) Failure to Complete Conditions of Compulsory Leave or Inability to
412 Return to Work. If the faculty member fails to fulfill the terms and
413 conditions of a compulsory leave and/or is unable to return to work and
414 perform assigned duties at the end of a leave period, the President or
415 representative should advise the faculty member, as appropriate, of the
416 Florida Retirement System's disability provisions and application process,
417 and may, based upon the University's needs:
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419 a. offer the faculty member part-time employment;
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421 b. place the faculty member in leave without pay status in accordance
422 with Section 23.11 or extend such status;
423
424 c. request the faculty member's resignation; or
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426 d. release the faculty member from employment, notwithstanding any
427 other provisions of this Agreement.
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432 23.9 Annual Leave
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- 434 (a) Accrual of Annual Leave.

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(1) Full-time faculty members appointed for more than nine (9) months, except faculty members on academic year appointments, shall accrue annual leave at the rate of 6.769 hours biweekly or 14.667 hours per month (or a number of hours that is directly proportionate to the number of days worked during less than a full-pay period for full-time faculty members), and the hours accrued shall be credited at the conclusion of each pay period or, upon termination, at the effective date of termination. Faculty members may accrue annual leave in excess of the year end maximum during a calendar year. Faculty members with accrued annual leave in excess of the year end maximum as of December 31, shall have any excess converted to post October 1, 1973 sick leave on an hour-for-hour basis on January 1 of each year.

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(2) Part-time faculty members appointed for more than nine (9) months, except faculty members on academic year appointments, shall accrue annual leave at a rate directly proportionate to the percent of time employed.

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(3) Academic year faculty members, faculty members appointed for nine (9) months or less, and OPS faculty members shall not accrue annual leave.

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(b) Use and Transfer of Annual Leave. Annual leave shall be accrued before being taken, except in those instances where the President or representative may authorize the advancing of annual leave. When leave has been advanced and employment is terminated prior to the faculty member accruing sufficient annual leave to credit against the leave that was advanced, the University Administration shall deduct from the faculty member's warrant the cost of any annual leave advanced under this provision. All requests for annual leave shall be submitted by the faculty member to the supervisor as far in advance as possible and appropriate. Approval of the dates on which a faculty member wishes to take annual leave shall be at the discretion of the supervisor and shall be subject to the consideration of departmental/unit and organizational scheduling.

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(d) Payment for Unused Annual Leave.

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(1) Upon termination from an annual leave accruing contract, or transfer from an annual leave accruing contract to an academic year, and unless the

473 faculty member requests the option in (2) below, the University
474 Administration shall pay the faculty member for up to forty-four days (352
475 hours) of unused annual leave at the calendar year rate the faculty member
476 was accruing as of the faculty member's last day of work, provided that a
477 determination has been made by the President or representative that the
478 faculty member was unable to reduce the unused annual leave balance
479 prior to termination or reassignment to an academic year. All unused
480 annual leave in excess of forty-four days (352 hours) shall be forfeited by
481 the faculty member.

482
483 (2) Upon transfer from an annual leave accruing contract to an academic year
484 contract within the University, the faculty member may elect to retain all
485 unused annual leave until such time, not to exceed two (2) years, as the
486 faculty member transfers back to an annual leave accruing contract or
487 terminates employment with the University. Upon such termination or at
488 the end of two (2) years, whichever comes first, the unused leave balance
489 shall be paid in lump sum for up to forty-four days (352 hours) at the
490 annual rate the faculty member was accruing as of the faculty member's
491 last day of work on an annual leave accruing contract.

492
493 (3) Upon layoff, a faculty member shall be paid for up to forty-four days (352
494 hours) of unused annual leave in lump sum, unless the faculty member
495 requests in writing that annual leave credits be retained pending re-
496 employment. For faculty members who are re-employed by the University
497 within twelve (12) calendar months following layoff, all unused annual
498 leave shall be restored to the faculty member, provided the faculty member
499 requests such action in writing and repays the full amount of any lump sum
500 leave payment received at the time of layoff. Faculty members who are not
501 re-employed within twelve (12) calendar months following layoff and who
502 elected to retain their annual leave pending re-employment shall be paid
503 for up to forty-four days (352 hours) of unused annual leave at the calendar
504 rate the faculty member was accruing as of the faculty member's last day
505 of work.

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507 (4) If a faculty member has received a lump sum payment for accrued annual
508 leave, the faculty member may elect in writing, upon re-employment
509 within 100 days, to restore the faculty member's accrued annual leave.
510 Restoration shall be effective upon the repayment of the full lump sum
511 leave payment.

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513 (5) In the event of the death of a faculty member, payment for all unused
514 annual leave at the time of death, up to 352 hours, shall be made to the
515 faculty member's beneficiary, estate, or as provided by law.
516

517 23.10 Administrative Leaves.
518

519 (a) Jury Duty and Court Appearances.
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521 (1) A faculty member who is summoned as a member of a jury panel or
522 subpoenaed as a witness in a matter not involving the faculty member's
523 personal interests, shall be granted leave with pay and any jury or witness
524 fees shall be retained by the faculty member; leave granted hereunder shall
525 not affect a faculty member's annual or sick leave balance.
526

527 (2) An appearance as an expert witness for which a faculty member receives
528 professional compensation falls under the Conflict of Interest/ Outside
529 Activity Article and the University Administration's policies and rules
530 relative to outside employment/conflict of interest. Such an appearance
531 may necessitate the faculty member requesting annual leave or, if a non-
532 annual leave accruing faculty member, may necessitate the faculty
533 member seeking an adjustment of the work schedule.
534

535 (3) If a faculty member is required, as a direct result of the faculty member's
536 employment, to appear as an official witness to testify in the course of any
537 action as defined in Section 92.142(2), Florida Statutes, such duty shall be
538 considered a part of the faculty member's job assignment, and the faculty
539 member shall be paid per diem and travel expenses and shall turn over to
540 the University any fees received.
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542 (4) A faculty member involved in personal litigation during work hours must
543 request annual leave or, if a non-annual leave accruing faculty member,
544 must seek an adjustment to the work schedule.
545

546 (b) Military Leave.
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548 (1) Short-term Military Training. A faculty member who is a member of the
549 United States Armed Forces Reserve, including the National Guard, upon

550 presentation of a copy of the faculty member's official orders or
551 appropriate military certification, shall be granted leave with pay during
552 periods in which the faculty member is engaged in annual field training or
553 other active or inactive duty for training exercises. Such leave with pay
554 shall not exceed seventeen (17) work days in any one (1) federal fiscal year
555 (October 1 - September 30).

556
557 (2) National Guard State Service. A faculty member who is a member of the
558 Florida National Guard shall be granted leave with pay on all days when
559 ordered to active service by the State. Such leave with pay shall not exceed
560 thirty (30) days at any one time.

561
562 (3) Other Military Leave.
563
564 a. A faculty member, unless employed in a temporary position or on
565 a temporary basis, who is drafted, who volunteers for active
566 military service, or who is ordered to active duty (not active duty
567 for training) shall be granted leave in accordance with Chapter 43
568 of Title 38, United States Code. Active military service includes
569 active duty with any branch of the United States Army, Air Force,
570 Navy, Marine Corps, Coast Guard, National Guard of the State of
571 Florida, or other service as provided in Sections 115.08 and 115.09,
572 Florida Statutes.

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574 b. Such leave of absence shall be verified by official orders or
575 appropriate military certification. The first thirty (30) days of such
576 leave shall be with full-pay and shall not affect a faculty member's
577 annual or sick leave balance. The remainder of military leave shall
578 be without pay unless the faculty member elects to use
579 accumulated annual leave or appropriate leave as provided in (4)
580 below, or the employer exercises its option under Section 115.14,
581 Florida Statutes, to supplement the faculty member's military pay.
582 Leave payment for the first thirty (30) days shall be made only
583 upon receipt of evidence from appropriate military authority that
584 thirty (30) days of military service have been completed.

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586 c. Applicable provisions of Federal and State law shall govern the
587 granting of military leave and the faculty member's re-employment
588 rights.

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- d. Use of accrued leave is authorized during a military leave without pay in accordance with Section 23.11.

- (c) Leave Pending Investigation. When the President or representative reasonably believes that a faculty member's presence on the job will adversely affect the operation of the University, the President or representative may immediately place the faculty member on leave pending investigation of the event(s) leading to that belief or for the duration of the circumstances that were the cause for the reasonable belief. The leave shall commence immediately upon the President or representative providing the faculty member with a written notice of the reasons therefor. The leave shall be with pay, with no reduction of accrued leave or of other compensation provided under this Agreement. The University Administration shall commence and conclude its investigation within a reasonable time based upon the circumstances of the case.

- (d) Other Leaves Provided Not Affecting Accrued Leave Balances. A faculty member may be granted other leaves not affecting accrued leave balances that are provided as follows:
 - (1) Florida Disaster Volunteer Leave is provided by Section 110.120, Florida Statutes, for a faculty member who is a certified disaster service volunteer of the American Red Cross. Leave of absence with pay for not more than fifteen (15) working days in the fiscal year may be provided upon request of the American Red Cross and the faculty member's supervisor's approval. Leave granted under this act shall be only for services related to a disaster occurring within the boundaries of the State of Florida.

 - (2) Civil disorder or disaster leave is provided for a faculty member who is a member of a volunteer fire department, police auxiliary or reserve, civil defense unit, or other law enforcement type organization to perform duties in time of civil disturbances, riots, and natural disasters, including a faculty member who is a member of the Civil Air Patrol or Coast Guard Auxiliary, and called upon to assist in emergency search and rescue missions. Such paid leave not affecting leave balances may be granted upon approval by the President or designee and shall not exceed two days on any one occasion.

627 (3) Athletic competition leave is provided by Section 110.118, Florida
628 Statutes, for a faculty member who is a group leader, coach, official, or
629 athlete who is a member of the official delegation of the United States team
630 for athletic competition. Such paid leave not affecting leave balances shall
631 be granted for the purpose of preparing for and engaging in the competition
632 for the period of the official training camp and competition, not to exceed
633 30 days in a calendar year.

634
635 (4) Leave for re-examination or treatment with respect to service-connected
636 disability is provided by Section 110.119, Florida Statutes, for a faculty
637 member who has such rating by the United State Department of Veterans
638 Affairs and has been scheduled to be reexamined or treated for the
639 disability. Upon presentation of written confirmation of having been so
640 scheduled, such leave not affecting the faculty member's leave balances
641 shall be approved and shall not exceed six (6) calendar days in any
642 calendar year.

643
644 (e) Official Emergency Closings. The President or President's representative may
645 close the University, or portions of the University, in the event an Executive Order
646 declaring an emergency has been issued. When natural disasters or other sudden
647 and unplanned emergency conditions occur which are not covered by an Executive
648 Order, the President or representative shall determine whether the University, or
649 any portion thereof, is affected by the emergency and is to be closed. Such closings
650 shall be only for the period it takes to restore normal working conditions. A closing
651 beyond two (2) consecutive days shall require the approval of the Chair of the
652 Board of Trustees. Leave resulting from such an emergency closing shall not
653 reduce faculty members' leave balances.

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657 23.11 Leave Without Pay.

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659 (a) Granting. Upon request of a faculty member, the President or representative shall
660 grant a leave without pay for a period not to exceed one year unless the President
661 or representative determines that granting such leave would be inconsistent with
662 the best interests of the University. Such leave may be extended upon mutual
663 agreement.

664
665 (b) Salary Adjustment. The salary of a faculty member returning from uncompensated

- 666 leave shall be adjusted to reflect all non-discretionary increases distributed during
667 the period of leave. While on such leave, a faculty member shall be eligible to
668 participate in any special salary incentive programs.
669
- 670 (c) Retirement Credit. Retirement credit for such periods of leave without pay shall
671 be governed by the rules and regulations of the Division of Retirement and the
672 provisions of Chapter 121, Florida Statutes.
673
- 674 (d) Accrual of Leave/Holiday Pay. While on leave without pay, the faculty member
675 shall retain accumulated sick leave and annual leave, but shall not accrue sick
676 leave or annual leave nor be entitled to holiday pay.
677
- 678 (e) Use of Accrued Leave During an Approved Period of Leave Without Pay.
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681
- 682 (1) Use of accrued leave with pay is authorized during a leave of absence
683 without pay for parental, foster care, medical, or military reasons. Such
684 use of leave with pay is provided under the following conditions:
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- 686 a. Notwithstanding the provisions of Section 23.8(a)(2) regarding the
687 use of sick leave, a faculty member may use any type of accrued
688 leave in an amount necessary to cover the faculty member's
689 contribution to the State insurance program and other expenses
690 incurred by the faculty member during an approved period of leave
691 without pay for parental, foster care, medical, or military reasons.
692
- 693 b. Normally the use of accrued leave during a period of leave without
694 pay for medical reasons shall be approved for up to six (6) months,
695 but may be approved for up to one year for the serious health
696 condition of the faculty member or a member of the faculty
697 member's immediate family.
698
- 699 c. The employer contribution to the State insurance program shall
700 continue for the corresponding payroll periods.
701
- 702 (2) A faculty member's request for the use of accrued leave during a period of
703 leave without pay shall be made at the time of the faculty member's request

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704 for the leave without pay. Such request shall include the amount of accrued
705 leave the faculty member wishes to use during the approved period of
706 leave without pay. If circumstances arise during the approved leave which
707 causes the faculty member to reconsider the combination of leave with and
708 without pay, the faculty member may request approval of revisions to the
709 original approval.
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