

**ARTICLE 25  
LEAVES**

**25.1 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 32.7 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 25.6.

**25.2 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 25.6.

**25.3 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. This paragraph shall not apply to paid parental leave as set forth below in Article 25.8.

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

## UNF – UFF Collective Bargaining Agreement 2017-2020

### 25.5 Holidays.

- (a) A faculty member shall be entitled to observe all official holidays designated by the University Administration. No classes shall be scheduled on holidays. Classes not held because of a holiday shall not be rescheduled.
- (b) Supervisors are encouraged not to require a faculty member to perform duties on holidays; however, a faculty member required to perform duties on holidays shall have the faculty member's schedule adjusted to provide equivalent time off, up to a maximum of eight (8) hours for each holiday worked.
- (c) If a faculty member who has performed duties on a holiday terminates employment prior to being given time off, the faculty member shall be paid, upon termination, for the holiday hours worked within the previous twelve (12) month period for which the faculty member was not given time off.

25.6 **Family and Medical Leave Act (FMLA).** Employees are provided with twelve workweeks (480 hours) of Family and Medical Leave within a 12-month period in compliance with the Family and Medical Leave Act (FMLA) statutes and regulations.<sup>22</sup> The 12-month period is calculated on a rolling year basis for each individual employee. All employees are eligible who have worked at least 12 consecutive months and who have worked at least 1250 hours in the 12-months prior to the leave. Faculty may use paid leave for an FMLA event and such shall be counted toward the entitlement.

### 25.7 Parental Leave.

- (a) A faculty member may be granted a parental leave not to exceed six (6) months when the faculty member becomes a biological parent or a child is placed in the faculty member's home pending adoption; foster care is not covered under parental leave but is provided through the FMLA provisions in accordance with Section 23.6.
- (b) If a faculty member plans to use a combination of accrued leave and leave without pay, such request shall include the specific periods for each type of leave requested. Use of accrued leave during an approved period of leave without pay shall be in accordance with Sections 25.11.
- (c) The period of parental leave shall begin no more than two (2) weeks before the expected date of the child's arrival.

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<sup>22</sup> 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.

## UNF – UFF Collective Bargaining Agreement 2017-2020

- (1) The President or representative shall acknowledge to the faculty member in writing the period of leave to be granted, that such leave counts against the faculty member's unused FMLA entitlements in accordance with Section 25.6, and the date of return to employment.
- (2) At the end of the approved parental leave and at the faculty member's request, the President or representative may grant part-time leave without pay for a period not to exceed one (1) year, unless the President or representative determines that granting such leave would be inconsistent with the best interests of the University.
- (3) Any illness caused or contributed to by pregnancy shall be treated as a temporary disability and the faculty member shall be allowed to use accrued sick leave credits when such temporary disability is certified by a health care provider.
- (d) Upon agreement between the faculty member and the University Administration, intermittent FMLA leave or a reduced work schedule may be approved for the birth of the faculty member's child or placement of a child with the faculty member for adoption in accordance with Section 25.6.

**25.8 Paid Parental Leave.** Upon request of a faculty member, the Administration may approve an advance of paid parental leave of up to one regular semester in lieu of, or in addition to, unpaid parental leave to care for a newborn or adopted child of the faculty member, or the initial placement of a child in the foster care of the faculty member. Employees may also use their personal accrued leave, or a combination of paid and unpaid leave, so long as the total parental leave period, including the paid parental leave, does not exceed a total of six (6) calendar months. The request for the advance of paid parental leave is subject to approval by the President or designee, and the period of parental leave shall be determined by the faculty member in consultation with the University. Such leave shall run concurrently and count against the faculty member's unused entitlement under the FMLA. Upon approval by the President or designee, the dates and other conditions of the leave shall be provided to the faculty member in writing. The purpose of the paid parental leave is to provide an advance of compensated leave for these purposes when a faculty member has insufficient accrued paid leave. The advance of paid parental leave is therefore also governed by Article 25.12.

- (a) **Eligibility.** To be eligible, a faculty member must have been employed with UNF for a minimum of two (2) academic years on at least a 0.75 FTE line. Visiting faculty and faculty on soft money are not eligible, unless approved by the sponsor. The total amount of paid parental leave advanced cannot exceed one regular semester. If both spouses are employed by UNF, only one faculty member will be permitted to use the leave for the same purpose.
- (b) Leave must occur no later than the semester immediately following the birth or adoption.

## UNF – UFF Collective Bargaining Agreement 2017-2020

- (c) The faculty member must sign a written agreement detailing the terms of the advance of paid parental leave. The agreement will require that the faculty member cannot engage in outside employment while on the leave, and must return to active UNF employment for at least two (2) academic years following the leave. This time does not include time awarded for a sabbatical or other type of leave. Faculty members may take up to eight (8) years to repay the leave hours advanced to them as part of this program. If a faculty member leaves UNF employment before paying back the time, or has not repaid the advance within eight (8) years, unused leave balances will be applied to the leave repayment, and the remaining balance due withheld from final payment at the time of separation from the University. If the final payment is insufficient to pay the remaining balance due, the faculty member shall make written arrangements for repayment of the balance due. A copy of the agreement will be provided to UFF. Participation in the leave is contingent upon execution of the signed agreement.
- (d) The plan will be suspended when the annual faculty replacement cost due to the advanced leave exceeds \$100,000, at which time the parties will immediately return to the bargaining table to renegotiate the plan.

**25.9 Leaves Due to Illness/Injury.** Illness/Injury is defined as any physical or mental impairment of health, including such an impairment proximately resulting from pregnancy, which does not allow a faculty member to fully and properly perform the duties of the faculty member's position. When a faculty member's illness/injury may be covered by the Americans with Disabilities Act, the provisions of Public Law 101-336 shall apply.

(a) **Sick Leave.**

(1) **Accrual of Sick Leave.**

- a. A full-time faculty member shall accrue four (4) hours of sick leave for each biweekly pay period, or the number of hours that are directly proportionate to the number of days worked during less than a full-pay period, without limitation as to the total number of hours that may be accrued.
- b. A part-time faculty member shall accrue sick leave at a rate directly proportionate to the percent of time employed.
- c. A faculty member appointed under Other Personal Services (OPS) shall not accrue sick leave.

(2) **Uses of Sick Leave.**

- a. Sick leave shall be accrued before being taken, provided that a faculty member who participates in a sick leave pool shall not be prohibited from using sick leave otherwise available to the faculty

**UNF – UFF Collective Bargaining Agreement 2017-2020**

member through the sick leave pool.

b. Sick leave shall be authorized for the following:

1. The faculty member's personal illness or exposure to a contagious disease which would endanger others.
2. The faculty member's personal appointments with a health care provider.
3. The illness or injury of a member of the faculty member's immediate family, at the discretion of the supervisor. Approval of requests for use of reasonable amounts of sick leave for caring for a member of the faculty member's immediate family shall not be unreasonably withheld. "Immediate family" means the spouse and the grandparents, parents, brothers, sisters, children, and grandchildren of both the faculty member and the spouse, and dependents living in the household.
4. The death of a member of the faculty member's immediate family, at the discretion of the supervisor. Approval of requests for use of reasonable amounts of sick leave for the death of a member of the faculty member's immediate family shall not be unreasonably withheld.

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

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

e. A faculty member who becomes eligible for the use of sick leave while on approved annual leave shall, upon notifying the supervisor, substitute the use of accrued sick leave to cover such circumstances.

(3) **Certification.** If a faculty member's request for absence or absence exceeds four (4) consecutive days, or if a pattern of absence is documented, the University Administration may require a faculty member to furnish certification issued by an attending health care provider of the

## UNF – UFF Collective Bargaining Agreement 2017-2020

medical reasons necessitating the absence and/or the faculty member's ability to return to work. If the medical certification furnished by the faculty member is not acceptable, the faculty member may be required to submit to a medical examination by a health care provider who is not a university staff member which shall be paid for by the University. If the medical certification indicates that the faculty member is unable to perform assigned duties, the President or representative may place the faculty member on compulsory leave under the conditions set forth in Section 25.9(c).

- (4) **Payment for Unused Sick Leave.**<sup>23</sup>
- a. A faculty member with less than ten (10) years of State service who separates from State government shall not be paid for any unused sick leave.
  - b. A faculty member who has completed ten (10) or more years of State service, has not been found guilty or has not admitted to being guilty of committing, aiding, or abetting any embezzlement, theft, or bribery in connection with State government, or has not been found guilty by a court of competent jurisdiction of having violated any State law against or prohibiting strikes by public employees, and separates from State government because of retirement for other than disability reasons, termination, or death, shall be compensated at the faculty member's current regular hourly rate of pay for one-eighth of all unused sick leave accrued prior to October 1, 1973, plus one-fourth of all unused sick leave accrued on or after October 1, 1973; provided that one-fourth of the unused sick leave since 1973 does not exceed 480 hours.
  - c. Upon layoff, a faculty member with ten (10) or more years of State service shall be paid for unused sick leave as described in paragraph b., above, unless the faculty member requests in writing that unused sick leave be retained pending re-employment. For a faculty member who is re-employed by the University within twelve (12) calendar months following layoff, all unused sick leave shall be restored to the faculty member, provided the faculty member requests such action in writing and repays the full amount of any lump sum leave payments received at the time of layoff. A faculty member who is not re-employed within twelve (12) calendar months following layoff shall be paid for sick leave in accordance with Section 110.122, Florida Statutes.
  - d. All payments for unused sick leave shall be made in lump sum and shall not be used in determining the average final compensation of

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<sup>23</sup> For the purpose of this Article, "state service" shall include service at UNF.

## UNF – UFF Collective Bargaining Agreement 2017-2020

a faculty member in any State administered retirement system. A faculty member shall not be carried on the payroll beyond the last official day of employment, except that a faculty member who is unable to perform duties because of a disability may be continued on the payroll until all sick leave is exhausted.

- e. If a faculty member has received a lump sum payment for accrued sick leave, the faculty member may elect in writing, upon re-employment within 100 days, to restore the faculty member's accrued sick leave. Restoration shall be effective upon the repayment of the full lump sum leave payment.
- f. In the event of the death of a faculty member, payment for unused sick leave at the time of death shall be made to the faculty member's beneficiary, estate, or as provided by law.

### (b) **Job-Related Illness/injury.**

- (1) A faculty member who sustains a job-related illness/injury that is compensable under the Workers' Compensation Law shall be carried in full-pay status for a period of medically certified illness/injury not to exceed seven (7) days immediately following the illness/injury, or for a maximum of forty (40) work hours if taken intermittently without being required to use accrued sick or annual leave.
- (2) If, as a result of the job-related illness/injury, the faculty member is unable to resume work at the end of the period provided in paragraph (1), above:
  - a. The faculty member may elect to use accrued leave in an amount necessary to receive salary payment that will increase the Workers' Compensation payments to the total salary being received prior to the occurrence of the illness/injury. In no case shall the faculty member's salary and Workers' Compensation benefits exceed the amount of the faculty member's regular salary payments; or
  - b. The faculty member shall be placed on leave without pay and shall receive normal Workers' Compensation benefits if the faculty member has exhausted all accrued leave in accordance with paragraph (a), above, or the faculty member elects not to use accrued leave.
- (3) This period of leave with or without pay shall be in accordance with Chapter 440 (Worker's Compensation), Florida Statutes.
- (4) If, at the end of the leave period, the faculty member is unable to return to work and perform assigned duties, the President or representative should

**UNF – UFF Collective Bargaining Agreement 2017-2020**

advise the faculty member, as appropriate, of the Florida Retirement System's disability provisions and application process, and may, based upon a current medical certification by a health care provider prescribed in accordance with Chapter 440 (Worker's Compensation), Florida Statutes, and taking the University's needs into account:

- a. Offer the faculty member part-time employment;
- b. Place the faculty member in leave without pay status or extend such status;
- c. Request the faculty member's resignation; or
- 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



## UNF – UFF Collective Bargaining Agreement 2017-2020

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.

- b. The compulsory leave period may be leave with pay or leave without pay. If the compulsory leave combines the use of accrued leave with leave without pay, the use of such leave shall be in accordance with Section 23.11.
- c. If the faculty member fulfills the terms and conditions of the compulsory leave and receives a current medical certification that the faculty member is able to perform assigned duties, the President or representative shall return the faculty member to the faculty member's previous duties, if possible, or to equivalent duties.

(3) **Duration.** Compulsory leave, with or without pay, shall be for a period not to exceed the duration of the illness/injury or one year, whichever is less.

(4) **Failure to Complete Conditions of Compulsory Leave or Inability to Return to Work.** If the faculty member fails to fulfill the terms and conditions of a compulsory leave and/or is unable to return to work and perform assigned duties at the end of a leave period, the President or representative should advise the faculty member, as appropriate, of the Florida Retirement System's disability provisions and application process, and may, based upon the University's needs:

- a. Offer the faculty member part-time employment;
- b. Place the faculty member in leave without pay status in accordance with Section 25.12 or extend such status;
- c. Request the faculty member's resignation; or
- d. Release the faculty member from employment, notwithstanding any other provisions of this Agreement.

### 25.10 Annual Leave

(a) **Accrual of Annual Leave.**

- (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

## UNF – UFF Collective Bargaining Agreement 2017-2020

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.

- (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.
  - (3) Academic year faculty members, faculty members appointed for nine (9) months or less, and OPS faculty members shall not accrue annual leave.
- (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.
- (d) **Payment for Unused Annual Leave.**
- (1) Upon termination from an annual leave accruing contract, or transfer from an annual leave accruing contract to an academic year, and unless the faculty member requests the option in (2) below, the University Administration shall pay the faculty member for up to forty-four days (352 hours) of unused annual leave at the calendar year rate the faculty member was accruing as of the faculty member's last day of work, provided that a determination has been made by the President or representative that the faculty member was unable to reduce the unused annual leave balance prior to termination or reassignment to an academic year. All unused annual leave in excess of forty-four days (352 hours) shall be forfeited by the faculty member.
  - (2) Upon transfer from an annual leave accruing contract to an academic year contract within the University, the faculty member may elect to retain all unused annual leave until such time, not to exceed two (2) years, as the faculty member transfers back to an annual leave accruing contract or

## UNF – UFF Collective Bargaining Agreement 2017-2020

terminates employment with the University. Upon such termination or at the end of two (2) years, whichever comes first, the unused leave balance shall be paid in lump sum for up to forty-four days (352 hours) at the annual rate the faculty member was accruing as of the faculty member's last day of work on an annual leave accruing contract.

- (3) Upon layoff, a faculty member shall be paid for up to forty-four days (352 hours) of unused annual leave in lump sum, unless the faculty member requests in writing that annual leave credits be retained pending re-employment. For faculty members who are re-employed by the University within twelve (12) calendar months following layoff, all unused annual leave shall be restored to the faculty member, provided the faculty member requests such action in writing and repays the full amount of any lump sum leave payment received at the time of layoff. Faculty members who are not re-employed within twelve (12) calendar months following layoff and who elected to retain their annual leave pending re-employment shall be paid for up to forty-four days (352 hours) of unused annual leave at the calendar rate the faculty member was accruing as of the faculty member's last day of work.
- (4) If a faculty member has received a lump sum payment for accrued annual leave, the faculty member may elect in writing, upon re-employment within 100 days, to restore the faculty member's accrued annual leave. Restoration shall be effective upon the repayment of the full lump sum leave payment.
- (5) In the event of the death of a faculty member, payment for all unused annual leave at the time of death, up to 352 hours, shall be made to the faculty member's beneficiary, estate, or as provided by law.

### 25.11 Administrative Leaves.

#### a) **Jury Duty and Court Appearances.**

- (1) A faculty member who is summoned as a member of a jury panel or subpoenaed as a witness in a matter not involving the faculty member's personal interests, shall be granted leave with pay and any jury or witness fees shall be retained by the faculty member; leave granted hereunder shall not affect a faculty member's annual or sick leave balance.
- (2) An appearance as an expert witness for which a faculty member receives professional compensation falls under the Conflict of Interest/ Outside Activity Article and the University Administration's policies and rules relative to outside employment/conflict of interest. Such an appearance may necessitate the faculty member requesting annual leave or, if a non-annual leave accruing faculty member, may necessitate the faculty

## UNF – UFF Collective Bargaining Agreement 2017-2020

member seeking an adjustment of the work schedule.

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

### b) **Military Leave.**

- (1) **Short-term Military Training.** A faculty member who is a member of the United States Armed Forces Reserve, including the National Guard, upon presentation of a copy of the faculty member's official orders or appropriate military certification, shall be granted leave with pay during periods in which the faculty member is engaged in annual field training or other active or inactive duty for training exercises. Such leave with pay shall not exceed seventeen (17) work days in any one (1) federal fiscal year (October 1 - September 30).
- (2) **National Guard State Service.** A faculty member who is a member of the Florida National Guard shall be granted leave with pay on all days when ordered to active service by the State. Such leave with pay shall not exceed thirty (30) days at any one time.
- (3) **Other Military Leave.**
  - a. A faculty member, unless employed in a temporary position or on a temporary basis, who is drafted, who volunteers for active military service, or who is ordered to active duty (not active duty for training) shall be granted leave in accordance with Chapter 43 of Title 38, United States Code. Active military service includes active duty with any branch of the United States Army, Air Force, Navy, Marine Corps, Coast Guard, National Guard of the State of Florida, or other service as provided in Sections 115.08 and 115.09, Florida Statutes.
  - b. Such leave of absence shall be verified by official orders or appropriate military certification. The first thirty (30) days of such leave shall be with full-pay and shall not affect a faculty member's annual or sick leave balance. The remainder of military leave shall be without pay unless the faculty member elects to use

## UNF – UFF Collective Bargaining Agreement 2017-2020

accumulated annual leave or appropriate leave as provided in (4) below, or the employer exercises its option under Section 115.14, Florida Statutes, to supplement the faculty member's military pay. Leave payment for the first thirty (30) days shall be made only upon receipt of evidence from appropriate military authority that thirty (30) days of military service have been completed.

- c. Applicable provisions of Federal and State law shall govern the granting of military leave and the faculty member's re-employment rights.
  - d. Use of accrued leave is authorized during a military leave without pay in accordance with Section 25.12.
- (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

## UNF – UFF Collective Bargaining Agreement 2017-2020

on any one occasion.

- (3) Athletic competition leave is provided by Section 110.118, Florida Statutes, for a faculty member who is a group leader, coach, official, or athlete who is a member of the official delegation of the United States team for athletic competition. Such paid leave not affecting leave balances shall be granted for the purpose of preparing for and engaging in the competition for the period of the official training camp and competition, not to exceed 30 days in a calendar year.
- (4) Leave for re-examination or treatment with respect to service-connected disability is provided by Section 110.119, Florida Statutes, for a faculty member who has such rating by the United State Department of Veterans Affairs and has been scheduled to be reexamined or treated for the disability. Upon presentation of written confirmation of having been so scheduled, such leave not affecting the faculty member's leave balances shall be approved and shall not exceed six (6) calendar days in any calendar year.
- (e) **Official Emergency Closings.** The President or President's representative may close the University, or portions of the University, in the event an Executive Order declaring an emergency has been issued. When natural disasters or other sudden and unplanned emergency conditions occur which are not covered by an Executive Order, the President or representative shall determine whether the University, or any portion thereof, is affected by the emergency and is to be closed. Such closings shall be only for the period it takes to restore normal working conditions. A closing beyond two (2) consecutive days shall require the approval of the Chair of the Board of Trustees. Leave resulting from such an emergency closing shall not reduce faculty members' leave balances.

### 25.12 Leave Without Pay.

- (a) **Granting.** Upon request of a faculty member, the President or representative shall grant a leave without pay for a period not to exceed one year unless the President or representative determines that granting such leave would be inconsistent with the best interests of the University. Such leave may be extended upon mutual agreement.
- (b) **Salary Adjustment.** The salary of a faculty member returning from uncompensated leave shall be adjusted to reflect all non-discretionary increases distributed during the period of leave. While on such leave, a faculty member shall be eligible to participate in any special salary incentive programs.
- (c) **Retirement Credit.** Retirement credit for such periods of leave without pay shall be governed by the rules and regulations of the Division of Retirement and the

**UNF – UFF Collective Bargaining Agreement 2017-2020**

provisions of Chapter 121, Florida Statutes.

- (d) **Accrual of Leave/Holiday Pay.** While on leave without pay, the faculty member shall retain accumulated sick leave and annual leave, but shall not accrue sick leave or annual leave nor be entitled to holiday pay.
- (e) **Use of Accrued Leave During an Approved Period of Leave Without Pay.**
  - (1) Use of accrued leave with pay is authorized during a leave of absence without pay for parental, foster care, medical, or military reasons. Such use of leave with pay is provided under the following conditions:
    - a. Notwithstanding the provisions of Section 25.9(a)(2) regarding the use of sick leave, a faculty member may use any type of accrued leave in an amount necessary to cover the faculty member's contribution to the State insurance program and other expenses incurred by the faculty member during an approved period of leave without pay for parental, foster care, medical, or military reasons.
    - b. Normally the use of accrued leave during a period of leave without pay for medical reasons shall be approved for up to six (6) months, but may be approved for up to one year for the serious health condition of the faculty member or a member of the faculty member's immediate family.
    - c. The employer contribution to the State insurance program shall continue for the corresponding payroll periods.
  - (2) A faculty member's request for the use of accrued leave during a period of leave without pay shall be made at the time of the faculty member's request for the leave without pay. Such request shall include the amount of accrued leave the faculty member wishes to use during the approved period of leave without pay. If circumstances arise during the approved leave which causes the faculty member to reconsider the combination of leave with and without pay, the faculty member may request approval of revisions to the original approval.