

**ARTICLE 21
OTHER LEAVES**

21.1 Policy.

(a) Faculty members will have legitimate reasons to take leave and shall not be penalized or disadvantaged for having taken leave.

(1) The duration of a leave may vary from a few hours to a year or more (if extended by the University).

(2) Leaves may be with pay or without pay or a combination of the two through the intermittent use of accrued leave.

(3) Leaves include paid time off, approved worker's compensation leave, FMLA qualifying leave, and service-related disability leave. They may be taken as needed but must be reported to and, where applicable, approved by the appropriate supervisor and entered as leave into the time reporting system.

(b) Retirement and Contributions and Credits During Paid Leaves.

(1) Contributions to the faculty member's retirement programs shall be continued on a basis proportional to the University salary received during paid leaves.

(2) During an approved leave of absence for parental, medical (including family medical), or military reasons, an employee may use accrued paid leave in order to continue the contributions to employee benefits and other payroll-deducted expenses.

(3) Faculty members who participate in the Florida Retirement System shall have full-month service credit during the months they are in pay status.

(c) Employer Contributions to Benefit Plans. Contributions made by the University to the employee insurance programs and other employee benefits shall be continued during paid leaves.

(d) No faculty member on paid leave may be employed simultaneously by another employer unless the faculty member complies with requirements in State law and this Agreement for extra compensation, outside employment/activities, and conflict of interest.

(e) All other leaves are granted at the discretion of the appropriate administrator. However, permission shall not be unreasonably withheld.

21.2 Holidays.

(a) A faculty member shall be entitled to observe all official holidays designated in accordance with University regulations.

(b) Faculty members shall also be entitled to use accrued paid time off or unpaid leave to observe the religious holidays of their respective faiths.

(c) 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.

(d) 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 at the faculty member's last regular pay rate.

21.3 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. The request shall be made not less than one hundred twenty (120) days prior to the beginning of the proposed leave, or in the case of twelve-month faculty, six (6) months prior to the date the leave is requested.

(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.

(c) The University shall approve or deny such request in writing not later than thirty (30) days after receipt of the request.

21.4 Accrual during Leave with Pay.

(a) Faculty members on sabbatical or professional development leaves shall accrue normal leave credits.

(b) In all other instances, faculty members on paid leave shall accrue leave in proportion to the pay status.

(c) Accrued leave shall be credited on the last day of each pay period.

21.5 Return from Leave.

(a) A faculty member who returns from an approved leave of absence shall be returned to the same or equivalent position in the same class and work location, including the same shift or equivalent schedule, unless the University and the faculty member agree in writing to other terms and conditions.

(b) The salary of the faculty member shall be adjusted to reflect all non-discretionary increases distributed during the period of leave.

21.6 Family and Medical Leave Entitlements.

(a) The Family and Medical Leave Act of 1993 is a federal law designed to provide protected leave to eligible employees when leave is required due to qualifying events or conditions for either themselves or an immediate family member.

(1) Definitions. An “immediate family member” shall be defined as a faculty member’s spouse, domestic partner, great-grandparent, grandparent, parent, brother, sister, child, grandchild, great-grandchild, or the great-grandparent, grandparent, parent, brother, sister, child, grandchild, or great-grandchild, of the faculty member’s spouse or domestic partner, or the spouse or domestic partner of any of them. An “immediate family member” shall also include an individual for whom the faculty member, domestic partner, or spouse is the current legal guardian or holds medical power-of-attorney, or other dependent or relative who lives in the faculty member’s household. A “parent” shall be defined as the biological, adoptive, step or foster parent of a faculty member or an individual who stood in loco parentis to a faculty member when the faculty member was a child. A “child” shall be defined as a biological, adopted, or foster child, a stepchild, a legal ward, or a child of a person standing in loco parentis. The term “seriously ill” or “serious health condition” shall be defined as an injury, impairment, or physical or mental condition that involves inpatient care in a hospital, hospice, or residential medical care facility; or continuing treatment by a health care provider.

(b) The University complies with the federally mandated Family Medical Leave Act of 1993 enacted by the Department of Labor, which is referenced in Regulation 1.201 and the University FMLA policy.

(c) If any provision of Section 21.6 is inconsistent with or in contravention of the Family Medical Leave Act of 1993 then such provision shall be superseded by the laws or regulations referenced above, except to the extent that the collective bargaining agreement or any employee benefit program or plan provides greater family, parental, or medical leave rights to an eligible faculty member.

21.7 Parental Leave.

(a) A faculty member shall 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, or the faculty member otherwise has significant care responsibilities for a newborn, a newly adopted child, or a child received into a licensed family foster home or any other situation in which a faculty member, domestic partner, or spouse becomes a legal guardian.

(b) Paid Parental Leave Program. Effective January 1, 2021, a faculty member shall be provided with up to eight (8) weeks of paid parental leave for the birth or adoption of a child or the initial placement of a child in the foster care of the employee. Employees may also use their personal accrued leave, unpaid 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. For faculty within their first twelve (12) months of employment, they may use up to 8 weeks of additional advanced leave if they have fewer than 320 hours of accrued paid time off. Faculty are immediately eligible for these paid parental leave benefits. They must be used within twelve (12) months of the birth or placement of a child and can only be used once every twenty-four (24) months. Faculty who have an advanced leave balance

associated with the previous parental leave policy will have the remainder of their advanced leave balance forgiven.

(c) The period of parental leave shall be determined by the faculty member in consultation with the University. Upon approval by the University, the dates and other conditions of the leave shall be provided to the faculty member in writing.

(d) At the end of the approved parental leave, a faculty member may request a part-time leave for one (1) year. The University shall grant such request, unless it determines that granting such leave would be inconsistent with the best interests of the University. If a faculty member plans to use a combination of accrued paid leave and unpaid leave, such request shall include the specific periods for each type of leave requested.

(e) 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 paid time off or medical leave account time when such temporary disability is certified by a health care provider.

(f) During the terms of this agreement, either party may elect to re-open article 21.7(b) for negotiations.

21.8 Leaves Due to Illness or Injury. Illness or 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 position. When a faculty member's illness or injury may be covered by the Americans with Disabilities Act, the provisions of Public Law 101-336 shall apply.

21.9 Paid Time Off (PTO). PTO is provided to leave accruing faculty to help balance work and personal life. PTO must be accrued before being taken.

(a) Accrual of Paid Time Off (PTO)

(1) A full-time 10 and 12-month faculty member shall accrue ten (10) hours of PTO for each biweekly pay period, or the number of hours directly proportionate to the number of days worked during less than a full-pay period. A maximum of 480 PTO hours may be accrued. Any hours in excess of 480 shall be transferred to the employee's medical leave account bi-weekly. A part-time 10 and 12-month faculty member shall accrue PTO at a rate directly proportionate to their FTE.

(2) A full-time 9-month faculty member and P.K. Yonge Developmental Research School faculty member shall accrue four (4) hours of PTO for each biweekly pay period, or the number of hours directly proportionate to the number of days worked during less than a full-pay period. A maximum of 480 PTO hours may be accrued. Any hours in excess of 480 shall be transferred to the employee's medical leave account bi-weekly. A part-time 9-month faculty member and P.K. Yonge Developmental Research School faculty member shall accrue PTO at a rate directly proportionate to their FTE.

(3) PTO leave-accruing faculty must accurately reflect hours worked and type of leave used. Employees must report all leave used, to include leave without pay, within the pay period in which the leave was used. If an employee is not able to report time within the pay period in which the leave is used, the leave must be reported before the end of the following pay period.

(b) Types of Paid Time Off (PTO).

(1) Planned PTO is scheduled leave that is taken after approval is received from the employee's immediate supervisor.

(2) Unplanned PTO is unscheduled or unexpected leave that is not pre-approved.

(c) A continuous period of PTO commences with the first day of absence and includes all subsequent days until the faculty member returns to work. 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 PTO charged against any faculty member shall be five (5).

(d) Certification. Employees may be required to submit documentation from a health care provider:

(1) For four (4) or more consecutive unplanned workdays.

(2) When employees call in sick after they have requested and been denied Planned PTO.

(3) When a pattern of absences is documented and the faculty member is absent without the supervisor's knowledge or approval.

(e) Transfer of Credits.

(1) The University maintains reciprocal arrangements with certain universities and state agencies that permit new faculty members to transfer up to 80 hours of paid time off. Such election shall be made within thirty-one (31) days of employment.

(f) Payment for Unused Paid Time Off (PTO).

(1) Upon termination from a 10 and 12-month faculty position, the University shall pay the faculty member for up to a lifetime maximum of three hundred fifty-two (352) hours of unused paid time off at the calendar-year rate the faculty member was accruing as of the faculty member's last day of work.

(2) Upon entering into the Deferred Retirement Optional Program (DROP), available to faculty enrolled in the State of Florida Pension Plan, a 10 and 12-month faculty member may elect to be paid up to the maximum payment allowed for the faculty member's unused paid time off. Such payment, along with any additional payment to be received upon separating from the University (end of DROP), shall not exceed the maximum payment associated with the faculty member's established pay plan upon entering DROP.

(3) Upon layoff, a 10 and 12-month faculty member shall be paid for up to three hundred fifty-two (352) hours of unused paid time off. For faculty members who are re-

employed by the University within three hundred sixty-five (365) days after a formal layoff, all unused vacation leave PTO shall be restored to the faculty member, provided the faculty member requests such action in writing and repays the full amount of any leave payment received at the time of layoff.

(4) In the event of the death of a 10 and 12-month faculty member, payment for all unused PTO at the time of death shall be made to the faculty member's estate.

21.10 Medical Leave Account. The medical leave account is designed to provide employees with access to leave for extended use in the event of a serious medical condition as defined by the Family Medical Leave Act of 1993.

(a) Effective January 1, 2021, all hours currently in the employee's sick leave account will be converted to the medical leave account with the exception of eighty (80) hours which will be transferred into the employee's paid time off account.

(b) Uses of Medical Leave Account:

(1) Subsequent time away from work following the eight (8) weeks of parental leave, up to a total away of six (6) months.

(2) To care for employee's own serious medical condition or the serious medical condition of an immediate family member.

(c) Medical Certification. Medical certification from a health care provider will be required if an employee is accessing their medical leave account for their own serious medical condition or the serious medical condition of an immediate family member. The University reserves the right to request a second opinion from a healthcare provider if there is reason to doubt the validity of the medical certification.

(d) Payment for Unused Medical Leave Account Time.

(1) Upon separation, a faculty member with ten (10) or more years of creditable service who was hired prior to April 1, 2010, shall be paid for one-fourth of unused medical leave account time up to a total of four hundred eighty (480) hours. A faculty member hired on or after April 1, 2010, shall not be paid for any unused medical leave account time upon separation and such leave shall be forfeited.

(2) Upon layoff, a faculty member with ten (10) or more years of State service who was hired prior to April 1, 2010, shall be paid for unused medical leave account time as described above. For a faculty member who is re-employed by the university in a leave-accruing position within three hundred sixty-five (365) days following layoff, all unused medical leave account time 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.

(3) All payments for unused medical leave account time shall be made in lump sum and shall not be used in determining the average final compensation of 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.

(4) In the event of the death of a faculty member with ten (10) or more years of State service who was hired prior to April 1, 2010, one-fourth of unused medical leave account time up to a total of four hundred eighty (480) hours shall be paid to the faculty member's estate.

21.11 Other Types of Medical Leaves.

(a) Additional Medical Leave. Up to six (6) months of leave may be granted to an eligible faculty member for the faculty member's serious personal health condition or when the faculty member needs to care for an immediate family member with a serious health condition as defined by the FMLA. Medical certification must be provided.

(1) Paid Medical Leave. After 12 months of continuous service, a faculty member is eligible for eight (8) weeks of paid medical leave. Prior to accessing the paid medical leave, the faculty member must first use eighty (80) hours of PTO. This leave may be used in one-week increments and is available once every twenty-four (24) months.

a. During the terms of this agreement, either party may elect to re-open article 21.11(a) for negotiations.

(2) The faculty member shall use accrued paid leave during any additional medical leave. Thereafter, the medical leave shall be unpaid leave. This leave may be extended up to one (1) year for extenuating circumstances.

(b) Workplace Injury Leave under the Workers' Compensation Law. Workplace injury leave is a benefit available to leave-accruing employees only and shall be used to compensate these employees for a portion of their wages lost due to work-related illnesses or injuries compensable under Florida's Workers Compensation Law. Faculty members will be provided with the same benefits as other employees. Employees who are unable to work due to compensable workers' compensation injuries and are receiving salary indemnification benefits shall not be eligible for holiday pay or accrual of special compensatory leave.

(c) Compulsory Medical Leave.

(1) Placing Faculty Member on Compulsory Medical Leave.

a. If a faculty member is unable to perform assigned duties due to illness or injury, medical certification may be required to affirm the faculty member's ability to carry out one or more of the essential functions of the job within the meaning of the Americans with Disabilities Act (ADA). The health care provider may be chosen and paid by the University or chosen and paid by the faculty member as long as such provider is acceptable to the University. If the University agrees to accept the faculty member's choice of a health care provider, it may not then require another University-paid examination.

b. The health care provider shall submit to the University the appropriate medical certification(s).

c. If the medical examination confirms that the faculty member is unable to perform assigned duties, the University shall place the faculty member on compulsory medical leave.

(2) Conditions of Compulsory Medical Leave.

a. Written notification to the faculty member placing the faculty member on compulsory medical 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, an appropriate program of rehabilitation or treatment, and follow-up medical certification(s) by the health care provider, as appropriate.

b. The compulsory medical leave period may be paid leave or unpaid leave.

c. Unless agreed otherwise, the University shall return the faculty member to same or equivalent position in the same classification and work location, including to the faculty member's previous duties, if possible, or to equivalent duties, upon completion of the approved leave period and upon receipt of a current medical certification that the faculty member is able to perform assigned duties.

(3) Duration. Compulsory leave shall be for a period not to exceed the duration of the illness or injury or one (1) 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 appropriate assigned duties at the end of a leave period, the University shall 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 or modified duties;

b. place the faculty member in unpaid leave status in accordance with Section 21.12 or extend such status; or

c. release the faculty member from employment, notwithstanding any other provisions of this Agreement.

21.12 Administrative Leaves. Faculty members provided paid administrative leave shall not exceed forty (40) hours during the work week. Administrative leave shall not be accrued and shall also not affect accrued leave balances.

(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 PTO balance.

(2) An appearance as an expert witness for which a faculty member receives professional compensation falls under ARTICLE 26, OUTSIDE ACTIVITY AND CONFLICT OF INTEREST, relative to outside employment and conflict of interest. Such an appearance may necessitate the faculty member requesting PTO or may necessitate the faculty 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.

(4) A faculty member involved in personal litigation during work hours must request PTO or must seek an adjustment to the work schedule.

(b) Leave Pending Investigation. The Office of Human Resource Services in conjunction with the Office of the Provost may place a faculty member on leave pending investigation when there is reason to believe that a faculty member's actions or presence on the job would adversely affect the orderly conduct and processes of the University and/or jeopardize the safety or welfare of the faculty member, colleagues, other employees or students. The leave pending investigation shall commence when the faculty member is provided with a written notice. The leave shall be with pay, with no reduction of accrued leave.

(c) Leaves for military service, Florida Disaster Volunteer, Civil disorder or disaster, disabled veterans, athletic competition and Official Emergency Closings shall be in accordance with University of Florida regulations and policies and federal and state law.

21.13 Personal Leave.

(a) P.K. Yonge Faculty Members. A faculty member employed at the P.K. Yonge Developmental Research School may be granted five (5) days (non-cumulative) of leave per year for emergencies or for other personal reasons.

(1) Except in the case of emergency, the faculty member shall provide at least two (2) days' notice of the intended leave.

(2) Faculty members shall not be required to give reasons for personal leave except that the leave is for personal reasons.

(3) One (1) day shall be administrative leave and four (4) days shall be taken from PTO.

(4) If a faculty member requests personal leave on a day immediately preceding or following a holiday or vacation period, they must request leave at least ten (10) days in advance.

a. Administration will determine if coverage is available for a requested leave date immediately preceding or following a holiday or vacation period.

b. If the day preceding or following a holiday or vacation period is categorized as a Teacher Workday, faculty may submit a request to use a personal leave day pending approval from administration. If a leave day is used during a Teacher Workday, faculty are expected to meet the published deadlines for grade entry and parent conferences.

(b) Twelve-month Faculty Members. Faculty members who are normally employed under fully scheduled workdays shall earn four (4) personal leave days in proportion to their FTEs per fiscal year in addition to the University holidays.

(1) Such personal leave days shall be credited to eligible faculty members on December 1 of each year.

(2) Personal leave days must be taken in full-day increments (that is, as an 8-hour day for full-time faculty members, as a 4-hour day for .50 FTE faculty members) on business days between the dates December 26 and December 31, inclusive.

(3) Essential personnel who are required to work between December 26 and December 31 shall have their schedules adjusted to provide equivalent paid leave time within December 2 and June 30 of the current fiscal year based on departmental need.

(4) Cash payment is not provided for unused personal leave days. Any unused personal leave days expire at the end of each fiscal year.

21.14 Unpaid Leave.

(a) Granting. Upon request of a faculty member by completing the Extended Leave of Absence form, the University shall grant a leave without pay for a period not to exceed one (1) year unless the University determines that granting such leave would be inconsistent with the best interests of the University. Such leave may be extended upon mutual agreement.

(b) Retirement Credit. Retirement credit for such periods of unpaid leave shall be governed by the rules and regulations of the Division of Retirement and the provisions of Chapter 121, Florida Statutes.

(c) Accrual of Leave and Holiday Pay. While on unpaid leave, the faculty member shall retain accumulated PTO, but shall not accrue PTO nor be entitled to holiday pay.

(d) Benefit Premiums. Faculty members on unpaid leave will be responsible for the delivery of the entire cost of the employee portion of benefit premiums to the vendors unless they use accrued paid leave as provided in subsection 21.14(e) below.

(e) A faculty member may combine unpaid and paid leave as follows:

(1) Notwithstanding the provisions of Section 21.9 regarding the use of PTO, a faculty member may use any type of accrued paid leave in an amount necessary to cover the faculty member's contribution to the State insurance program, other UF-sponsored insurance programs, and for other expenses.

(2) Normally the use of accrued paid leave during a period of unpaid leave for medical reasons shall be approved for up to six (6) months, but may be approved for up to one (1) year for the serious health condition of the faculty member or a member of the faculty member's immediate family.

(3) The employer contribution to the State insurance program shall continue for the corresponding payroll periods.

(4) A faculty member's request for the use of accrued paid leave during a period of unpaid leave shall be made at the time of the faculty member request for the leave. Such request shall include the amount of accrued paid leave the faculty member wishes to use during the approved period of unpaid leave. If circumstances arise during the approved leave that 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.

(f) Salary Adjustment. While on such leave, a faculty member shall also be eligible to participate in any special salary incentive programs. The salary of a faculty member returning from unpaid leave shall be adjusted to reflect all non-discretionary increases distributed during the period of leave as well as any increases earned from salary incentive programs.

21.15 Compensatory Leave. Regular compensatory leave shall not be transferred to an employee transferring to a faculty position. As a result, each supervisor shall make a reasonable effort, whenever practical, to allow an employee to use regular compensatory leave credits as requested before that employee transfers to a faculty position.