

Tentative Agreement – Article 8, October 11, 2022

## Article 8

### LEAVES OF ABSENCE

8.1 An employee shall not be required to perform assigned duties when:

(a) Disabled or otherwise unable to perform them because of injury, illness (physical or mental), jury duty, required U.S. military service, or when unable to perform because the employee's presence is required elsewhere because of injury, illness, or death in the immediate family. Immediate family shall consist of mother, father, spouse, sister, brother, child, domestic partner, or a person in a legal dependent relationship with the employee, ~~or other relative living in the employee's household~~. The employee shall notify the supervisor as soon as possible of the inability to serve.

(b) The University is closed for a state holiday or a declared emergency unless the special conditions of the appointment require the employee to perform duties at these times. These days shall not be held against the employee with regard to permitted days of leave pursuant to Article 8.2.

(c) Taking examinations for professional licensing related to the degree or qualifying examinations required by the University. These days shall not be held against the employee with regard to permitted days of leave pursuant to Article 8.2.

(d) Traveling to conferences or other events for professional development. The University and UFF-GAU encourage supervisors to facilitate professional development and approval of attendance at such events shall not be unreasonably denied. These days shall not be held against the employee with regard to permitted days of leave pursuant to Article 8.2.

8.2 Personal time under this Article shall be with pay for up to five (5) days per semester appointment. Each employee shall be credited with five (5) days at the beginning of each semester and shall use leave in increments of not less than one (1) day. For example, an employee scheduled to work six (6) hours on Monday and three (3) hours on Tuesday, who is unable to perform assigned duties on these days for any of the reasons described above, would be charged with two (2) days of personal time regardless of FTE appointment or number of work hours scheduled. The personal time provided under this Article shall not be cumulative.

8.3 Paid~~Unpaid~~ Leave.

(a) Graduate assistants shall be entitled to eight (8)~~six (6)~~ weeks of ~~un~~paid leave during any 12- month period for one (1) or more of the following reasons:

1. The birth of a child and in order to care for that child within one year of birth;
2. The placement of a child with a graduate assistant for adoption or foster care within one year of birth;

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3. The birth of a child through surrogacy and in order to care for that child within one year of birth;

~~43. The serious health condition care of an immediate family member spouse, domestic partner, mother, father, sister, brother, child, legal dependent, or a relative living in the graduate assistant's household; or~~

54. A serious health condition of the GA which makes the GA unable to perform his or her duties.

(b) The GA shall provide the University with written notice not less than thirty (30) days prior to the date of the requested leave, if practicable. In the case of an emergency, the GA must give verbal notice within twenty-four (24) hours of taking leave. In the case of a serious health condition, the University may request medical verification from a health care provider. The University may also require the GA to see a health care provider of the University's choice and at the University's expense.

(c) The GA may request an extension of the leave which the University at its sole discretion may provide. This leave would be unpaid.

(d) The GA is entitled to return to the same or similar position at the conclusion of the leave. This return provision does not apply if the return date is after the completion of an employment contract.

(e) The University shall continue to pay the health care premiums during the duration of the GA's leave. If applicable, the University's tuition waiver shall be maintained.

(f) A GA must be in at least a second semester of employment as a GA to be eligible for this leave provision.

(g) In the event that both parents are GAs, both are entitled to the eight (8) weeks of paid leave following the birth, foster care placement, or adoption of a child. If both parents work in the same department, their leave may not overlap.

(h) The leave provided in Article 8.3 is exclusively related to leave from the GA's appointment and assignment. Any academic/student leave requests must be made and approved through the appropriate University process.

8.4 Members of the bargaining unit may request a leave of absence for a semester or a year to pursue research related to their academic program. The GA shall be considered an employee during such leave. Such leaves are subject to the University's approval.

Ryan Fuller  
UFBOT Representative  
10/11/2022 | 4:23 PM EDT  
Date

Amanda Markie  
GAU Representative  
10/17/2022 | 12:19 PM EDT  
Date