

**MEMORANDUM OF UNDERSTANDING**  
**ARTICLE 21: OTHER LEAVES**

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The purpose of this Memorandum of Understanding (MOU) is to:

1) Modify specific policy implementation dates associated with the Tentative Agreement on Article 21 reached on June 25, 2020 between the University of Florida Board of Trustees (UFBOT) and the United Faculty of Florida at the University of Florida (UFF-UF);

2) Ensure that certain aspects of the Tentative Agreement, as detailed below, shall be implemented no later than January 1, 2021;

(3) Delay the transition from the current leave system, under which faculty accrue both sick and vacation leave, to a new leave system, under which faculty accrue Paid Time Off (PTO), and;

(4) Reserve UFF’s right to renegotiate terms if the University changes its proposed leave policy for out-of-unit faculty.

Articles 21.9, 21.10, 21.12 (a) (1) (2) (4), 21.13 (a) (3), and 21.14 (c) and (e) of the Tentative Agreement reached on June 25, 2020 shall not take effect until the entire University moves forward with the transition to paid time off. All other provisions of this Tentative Agreement shall take effect upon ratification of the CBA.

Upon ratification of the CBA, any advanced parental leave balance accrued between January 1, 2021 and the ratification of the CBA shall be forgiven, per the terms of Article 21.7(b), below. Between the ratification of this MOU and the ratification of the CBA, the University shall also suspend the requirement that in-unit faculty who took advanced parental leave under the current parental leave program make reimbursement payments or contributions toward their existing leave balances. Additionally, any leave as defined in 21.11 (a) that is taken between January 1, 2021 and the ratification of the CBA may count toward the eighty (80) hours of paid time off (PTO) that faculty members are required to take prior to accessing paid medical leave, as per Article 21.11 (a) (1), below.

Article 21.9(a)(1) and 21.9(a)(2) shall be changed from a bi-weekly transfer of hours to an annual transfer of hours.

UFF reserves the right to renegotiate terms of this Memorandum, the Tentative Agreement on Article 21.9, 21.10, 21.12 (a) (1) (2) (4), 21.13 (a) (3), and 21.14 (c), and (e), or Article 21.9, 21.10, 21.12 (a) (1) (2) (4), 21.13 (a) (3), and 21.14 (c), and (e) of a ratified Collective Bargaining Agreement should the University implement a different leave policy for out-of-unit faculty.

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34 If, after a ratification vote, the CBA is not ratified then the terms of this MOU are permanently  
35 suspended.

36 Additionally, the parties recognize that, upon separation, nine (9)-month faculty hired before  
37 April 1, 2010 shall be paid for one-fourth of unused accrued hours in all leave accounts, up to  
38 four hundred eighty (480) hours.

39

40

41

**ARTICLE 21  
OTHER LEAVES (As Tentatively Agreed on June 25, 2020)**

42

43 21.1 Policy.

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

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

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

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

54 ~~(4) All other leaves may be taken only after having been approved by the~~  
55 ~~appropriate supervisor.~~

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

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

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

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

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

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

71

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

74

75 21.2 Holidays.

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

78

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

81

82 (c) A faculty member required to perform duties on holidays shall have the faculty member's  
83 schedule adjusted to provide equivalent time off, up to a maximum of eight (8) hours for each  
84 holiday worked.

85 (d) If a faculty member who has performed duties on a holiday terminates employment prior  
86 to being given time off, the faculty member shall be paid, upon termination, for the holiday hours  
87 worked within the previous twelve (12) month period at the faculty member's last regular pay  
88 rate.

89

90 21.3 Requests for a Leave or Extension of Leave of One (1) Semester or More.

91 (a) For a leave of one (1) semester or more, a faculty member shall make a written request.  
92 The request shall be made not less than one hundred twenty (120) days prior to the beginning  
93 of the proposed leave, or in the case of twelve-month faculty, six (6) months prior to the date the  
94 leave is requested.

95

96 (b) For an extension of a leave of one (1) semester or more, a faculty member shall make a  
97 written request not less than sixty (60) days before the end of the leave.

98

99 (c) The University shall approve or deny such request in writing not later than thirty

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100 (30) days after receipt of the request.

101

102 21.4 Accrual during Leave with Pay.

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

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

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

108

109 21.5 Return from Leave.

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

114

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

117

118 21.6 Family and Medical Leave Entitlements.

119 (a) The Family and Medical Leave Act of 1993 **is a federal law designed to provide**  
120 **protected leave to eligible employees when leave is required due to qualifying events or**  
121 **conditions for either themselves or an immediate family member.** ~~provides for unpaid~~  
122 ~~leaves for qualified medical and family reasons as enumerated in this Article. The failure to list,~~  
123 ~~define, or specify any particular provision or portion of the FMLA in this Agreement shall not~~  
124 ~~constitute a waiver of any of the rights or benefits conferred to the employer or the faculty~~  
125 ~~member through the FMLA.~~

126 ~~(b) Implementation of Family and Medical Leave Entitlements. A faculty member shall be~~  
127 ~~entitled to four hundred and eighty (480) hours of family medical leave within a twelve (12)~~  
128 ~~month period either for the faculty member's medical condition or in order to care for an~~  
129 ~~"immediate family member" who is seriously ill for an extended period and for whom the faculty~~  
130 ~~member has significant care responsibilities.~~

131 (1) Definitions. An "immediate family member" shall be defined as a faculty  
132 member's spouse, domestic partner, great-grandparent, grandparent, parent, brother, sister,  
133 child, grandchild, great-grandchild, or the great-grandparent, grandparent, parent, brother,  
134 sister, child, grandchild, or great-grandchild, of the faculty member's spouse or domestic

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

145 **(b2) The University complies with the federally mandated Family Medical Leave Act of**  
146 **1993 enacted by the Department of Labor, which is referenced in Regulation 1.201 and**  
147 **the University FMLA policy.** All employees are eligible who have worked at least twelve (12)  
148 months, which need not have been consecutive, and who have worked at least 1250 hours in  
149 the twelve (12) months prior to the leave.

150 ~~(3) The faculty member may take the leave either continuously or~~  
151 ~~intermittently.~~

152  
153 ~~(c) Accounting for the Use of Family and Medical Leave in a Twelve-Month Period.~~  
154 ~~(1) The fiscal year (July 1 June 30) shall be the designated twelve (12)-month period in~~  
155 ~~which to count the use of up to four hundred and eighty (480) hours of family and medical leave.~~  
156 ~~(2) An eligible faculty member entitlement to leave for a birth or placement for adoption or~~  
157 ~~foster care expires at the end of a twelve (12)-month period beginning on the date of the birth or~~  
158 ~~placement of the child.~~

159  
160 ~~(d) Use and Approval of Family and Medical Leave.~~

161 ~~(1) The University shall approve Family and Medical leave for an eligible faculty member as~~  
162 ~~long as the reasons for absence qualify and the faculty member has not exhausted the faculty~~  
163 ~~member’s eligibility for that fiscal year. The faculty member may request Family and Medical~~  
164 ~~leave as accrued paid leave, unpaid leave, or a combination of both.~~

165 ~~(2) The University may require that the faculty member use accrued paid leave prior to~~  
166 ~~requesting unpaid leave. Requiring the use of paid leave shall be applied consistently and shall~~  
167 ~~not be used merely to exhaust the faculty member leave balance in order to prohibit the use of~~  
168 ~~accrued paid leave while on unpaid leave as provided for in Section 21.12(e).~~

169 ~~(3) The University will comply with FMLA notice requirements regarding designation of~~  
170 ~~leave.~~

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172 ~~(e) — Medical Certification.~~

173 ~~(1) — The University may require a faculty member to provide medical certification from a~~  
174 ~~health care provider for unpaid leave when taken for the serious health condition of the faculty~~  
175 ~~member or a family member.~~

176 ~~(2) — Medical certification may be required to affirm the faculty member's ability to return to~~  
177 ~~work and perform one or more of the essential functions of the job within the meaning of the~~  
178 ~~Americans with Disabilities Act (ADA).~~

179

180 ~~(f) — Return to Position. The faculty member shall be returned to the same or equivalent~~  
181 ~~position in the same class and work location unless the University and the faculty member~~  
182 ~~agree in writing to other terms and conditions.~~

183

184 ~~(g) — Continuation of Benefits. The use of Family and Medical leave by eligible faculty~~  
185 ~~members shall neither enhance nor decrease any rights or benefits normally accrued to salaried~~  
186 ~~faculty members during a paid leave or any rights or benefits normally accrued during an unpaid~~  
187 ~~leave.~~

188

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

194

195 21.7 Parental Leave.

196 (a) A faculty member shall be granted a parental leave not to exceed six (6) months when  
197 the faculty member becomes a biological parent or a child is placed in the faculty member's  
198 home pending adoption, or the faculty member otherwise has significant care responsibilities for  
199 a newborn, a newly adopted child, or a child received into a licensed family foster home or any  
200 other situation in which a faculty member, domestic partner, or spouse becomes a legal  
201 guardian.

202

203 (b) Paid Parental Leave Program. **Effective January 1, 2021, a** faculty member shall be  
204 provided with up to ~~six (6)~~ **eight (8)** weeks of ~~advanced~~ **paid parental** ~~sick or vacation~~ leave for  
205 the birth or adoption of a child or the initial placement of a child in the foster care of the  
206 employee. Employees may also use their personal accrued leave, unpaid leave, or a

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207 combination of paid and unpaid leave so long as the total parental leave period, including the  
208 paid parental leave does not exceed a total of six (6) calendar months. **For faculty within their**  
209 **first twelve (12) months of employment, they may use up to 8 weeks of additional**  
210 **advanced leave if they have fewer than 320 hours of accrued paid time off. Faculty are**  
211 **immediately eligible for these paid parental leave benefits. They must be used within twelve**  
212 **(12) months of the birth or placement of a child and can only be used once every twenty-**  
213 **four (24) months. Faculty who have an advanced leave balance associated with the previous**  
214 **parental leave policy will have the remainder of their advanced leave balance forgiven. Faculty**  
215 **members may take up to six (6) years to repay the leave hours advanced to them as part of this**  
216 **program. If a faculty member resigns before paying back the time, unused leave balances will**  
217 **be applied to the leave repayment.**

218

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

222

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

228

229 (e) Any illness caused or contributed to by pregnancy shall be treated as a temporary  
230 disability, and the faculty member shall be allowed to use accrued ~~sick leave credits~~ **paid time**  
231 **off or medical leave account time** when such temporary disability is certified by a health care  
232 provider.

233 (f) **During the terms of this agreement, either party may elect to re-open article**  
234 **21.7(b) for negotiations.**

235

236 21.8 Leaves Due to Illness or Injury. Illness or injury is defined as any physical or mental  
237 impairment of health, including such an impairment proximately resulting from pregnancy, which  
238 does not allow a faculty member to fully and properly perform the duties of the faculty member  
239 position. When a faculty member's illness or injury may be covered by the Americans with  
240 Disabilities Act, the provisions of Public Law 101-336 shall apply.

241

242 **21.9 (a) Sick Leave Paid Time Off (PTO). PTO is provided to leave accruing faculty to help**  
243 **balance work and personal life. PTO must be accrued before being taken. Sick Leave.**

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244 **(a)** Accrual of ***Paid Time Off (PTO)*** Sick Leave.

245 **(1)** A full-time ***10 and 12-month*** faculty member shall accrue ~~ten-four (10)~~ (4) hours of  
246 ***PTO*** sick leave for each biweekly pay period, or the number of hours directly proportionate to the  
247 number of days worked during less than a full-pay period. ***A maximum of 480 PTO hours may***  
248 ***be accrued. Any hours in excess of 480 shall be transferred to the employee’s medical***  
249 ***leave account bi-weekly*** There is no limitation to the number of hours that may be accrued. A  
250 part-time ***10 and 12-month*** faculty member shall accrue ***PTO*** sick leave at a rate directly  
251 proportionate to ***their FTE.*** ~~the percent of time employed.~~

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

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

264

265 **(b)** ***Types of*** ~~(2) Uses of Sick Leave.~~ ***Paid Time Off (PTO).***

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

268 a. ~~Sick leave shall be accrued before being taken except leave taken through a sick leave pool.~~

269 b. ~~Sick leave shall be authorized for the following purposes:~~

270 1. ~~The faculty member’s personal illness, injury, exposure to a contagious disease,~~  
271 ~~disability where the faculty member is unable to perform assigned duties, or~~  
272 ~~appointments with health care providers.~~

273 2. ~~The illness, injury, appointments with health care providers, or death of a member of the~~  
274 ~~faculty member’s immediate family.~~

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

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

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

283 e. ~~—A faculty member who becomes eligible for the use of sick leave while on approved~~  
284 ~~vacation leave shall, upon notifying the supervisor, substitute the use of accrued paid sick leave~~  
285 ~~to cover such circumstances.~~

286 (d) ~~(3)~~ Certification. **Employees may be required to submit documentation from a health care**  
287 **provider;**

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

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

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

293 ~~—If a faculty member's request for absence or absence exceeds four (4) consecutive days, or if~~  
294 ~~a pattern of absence is documented, the University may require a faculty member to furnish~~  
295 ~~certification issued by an attending health care provider of the medical reasons necessitating~~  
296 ~~the absence and/or the faculty member's ability to return to work. If the medical certification~~  
297 ~~furnished by the faculty member is not acceptable, the faculty member may be required to~~  
298 ~~submit to a medical examination at University expense by a health care provider who is not a~~  
299 ~~University staff member. If the medical certification indicates that the faculty member is unable~~  
300 ~~to perform assigned duties, the University may place the faculty member on compulsory leave.~~

301 (e) ~~(4)~~ Transfer of Credits.

302 (1) a. The University maintains reciprocal arrangements with certain universities, local  
303 governments, and state agencies that permit new faculty members to transfer up to 80 hours of  
304 accrued sick leave **paid time off**. Such election shall be made within ~~one hundred~~ **thirty-one**  
305 **(31400)** days of employment.

306 b. ~~—An employee who was not paid for any unused sick leave shall have such forfeited sick~~  
307 ~~leave restored.~~

308 (f) ~~(5)~~ Payment for Unused Sick Leave **Paid Time Off (PTO)**.

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

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

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318 **payment associated with the faculty member’s established pay plan upon entering**  
319 **DROP.**

320 **(3) Upon layoff, a 10 and 12-month faculty member shall be paid for up to three**  
321 **hundred fifty- two (352) hours of unused paid time off. For faculty members who are re-**  
322 **employed by the University within three hundred sixty-five (365) days after a formal**  
323 **layoff, all unused ~~vacation leave~~ PTO shall be restored to the faculty member, provided**  
324 **the faculty member requests such action in writing and repays the full amount of any**  
325 **leave payment received at the time of layoff.**

326 **(4) In the event of the death of a 10 and 12-month faculty member, payment for all**  
327 **unused PTO ~~vacation leave~~ at the time of death shall be made to the faculty member’s**  
328 **estate.**

329 a. ~~Upon separation, a faculty member with ten (10) or more years of creditable service who~~  
330 ~~was hired prior to April 1, 2010, shall be paid for one-fourth of unused sick leave up to a total of~~  
331 ~~four hundred eighty (480) hours. A faculty member hired on or after April 1, 2010, shall not be~~  
332 ~~paid for any unused sick leave upon separation and such leave shall be forfeited unless the~~  
333 ~~faculty member is recalled by the University within three hundred sixty-five (365) days after a~~  
334 ~~formal University layoff.~~

335 b. ~~Upon layoff, a faculty member with ten (10) or more years of State service who was~~  
336 ~~hired prior to April 1, 2010, shall be paid for unused sick leave as described above. For a faculty~~  
337 ~~member who is re-employed by the university within three hundred sixty- five (365) days~~  
338 ~~following layoff, all unused sick leave shall be restored to the faculty member, provided the~~  
339 ~~faculty member requests such action in writing and repays the full amount of any lump sum~~  
340 ~~leave payments received at the time of layoff.~~

341 c. ~~All payments for unused sick leave shall be made in lump sum and shall not be used in~~  
342 ~~determining the average final compensation of a faculty member in any State administered~~  
343 ~~retirement system. A faculty member shall not be carried on the payroll beyond the last official~~  
344 ~~day of employment, except that a faculty member who is unable to perform duties because of a~~  
345 ~~disability may be continued on the payroll until all sick leave is exhausted.~~

346 d. ~~In the event of the death of a faculty member, payment for unused sick leave at the time~~  
347 ~~of death shall be made to the faculty member’s beneficiary, estate, or as provided by law.~~

348

349 **21.10 Medical Leave Account. The medical leave account is designed to provide**  
350 **employees with access to leave for extended use in the event of a serious medical**  
351 **condition as defined by the Family Medical Leave Act of 1993.**

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

355 **(b). Uses of Medical Leave Account:**

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356 **(1). Subsequent time away from work following the eight (8) ~~twelve (12)~~ weeks of**  
357 **parental leave, up to a total away of six (6) months.**

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

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

365 **(d) Payment for Unused Medical Leave Account Time.**

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

371 **(2). Upon layoff, a faculty member with ten (10) or more years of State service who**  
372 **was hired prior to April 1, 2010, shall be paid for unused medical leave account time as**  
373 **described above. For a faculty member who is re-employed by the university in a leave-**  
374 **accruing position within three hundred sixty- five (365) days following layoff, all unused**  
375 **medical leave account time shall be restored to the faculty member, provided the faculty**  
376 **member requests such action in writing and repays the full amount of any lump sum**  
377 **leave payments received at the time of layoff.**

378 **(3). All payments for unused medical leave account time shall be made in lump sum**  
379 **and shall not be used in determining the average final compensation of a faculty member**  
380 **in any State administered retirement system. A faculty member shall not be carried on**  
381 **the payroll beyond the last official day of employment.**

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

386

387 **21.11 Other Types of Medical Leaves**

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

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

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

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

402  
403 **(b)** ~~(e)~~ Workplace Injury Leave under the Workers' Compensation Law. Workplace injury  
404 leave is an annual benefit available to leave-accruing employees only and shall be used to  
405 compensate these employees for a portion of their wages lost due to work-related illnesses or  
406 injuries compensable under Florida's Workers Compensation Law. Faculty members will be  
407 provided with the same benefits as other employees. Employees who are unable to work due to  
408 compensable workers' compensation injuries and are receiving salary indemnification benefits  
409 shall not be eligible for holiday pay or accrual of special compensatory leave.

410  
411 **(c)** ~~(d)~~ Compulsory Medical Leave.

412 (1) Placing Faculty Member on Compulsory Medical Leave.  
413 a. If a faculty member is unable to perform assigned duties due to illness or injury,  
414 ~~after he or she has exhausted sick and other medical leave,~~ medical certification may be  
415 required to affirm the faculty member's ability to carry out one or more of the essential  
416 functions of the job within the meaning of the Americans with Disabilities Act (ADA) ~~the~~  
417 ~~University may require the faculty member to submit to a medical examination, the~~  
418 ~~results of which shall be released to the University.~~ The health care provider may be  
419 chosen and paid by the University or chosen and paid by the faculty member as long as  
420 such provider is acceptable to the University. If the University agrees to accept the  
421 faculty member's choice of a health care provider, it may not then require another  
422 University-paid examination.

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

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

428 (2) Conditions of Compulsory Medical Leave.

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- 429 a. Written notification to the faculty member placing the faculty member on
- 430 compulsory medical leave shall include the duration of the compulsory leave
- 431 period and the conditions under which the faculty member may return to work.
- 432 These conditions may include the requirement of the successful completion of, or
- 433 participation in, an appropriate program of rehabilitation or treatment, and follow-
- 434 up medical certification(s) by the health care provider, as appropriate.
- 435 b. The compulsory medical leave period may be paid leave or unpaid leave.
- 436 c. Unless agreed otherwise, the University shall return the faculty member to same
- 437 or equivalent position in the same classification and work location, including to
- 438 the faculty member's previous duties, if possible, or to equivalent duties, upon
- 439 completion of the approved leave period and upon receipt of a current medical
- 440 certification that the faculty member is able to perform assigned duties.

441 (3) Duration. Compulsory leave shall be for a period not to exceed the duration of the illness  
442 or injury or one (1) year, whichever is less.

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

- 448 a. offer the faculty member part-time employment or modified duties;
- 449 b. place the faculty member in unpaid leave status in accordance with Section
- 450 21.12 or extend such status; **or**
- 451 c. ~~request the faculty member's resignation; or~~
- 452 d. release the faculty member from employment, notwithstanding any other
- 453 provisions of this Agreement.

454  
455 ~~21.9—Vacation Leave.~~

456 ~~(a)—Accrual of Vacation Leave.~~

457 ~~(1)—An academic year (thirty-nine [39] weeks) employee, a P.K. Yonge Developmental~~  
458 ~~Research School faculty member, and a faculty member appointed for less than nine (9) months~~  
459 ~~shall not accrue vacation leave. Vacation leave for ten (10) and twelve (12) month faculty~~  
460 ~~members shall be as follows with proportionate accrual for less than full-time.~~

461 ~~(2)—A faculty member shall accrue 6.769 hours per biweekly pay period. The hours~~  
462 ~~accumulated shall be credited at the conclusion of each pay period.~~

463 ~~(3)—Year end maximum is four hundred eighty (480) hours and an overall maximum~~  
464 ~~payment of three hundred fifty-two (352) hours.~~

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465 ~~(4) — Faculty members may accrue vacation leave in excess of the year-end maximum during~~  
466 ~~a calendar year. Faculty members with accrued vacation leave in excess of the year-end~~  
467 ~~maximum as of December 31 shall have any excess converted to sick leave on an hour-for-~~  
468 ~~hour basis.~~

469 ~~(5) — The University is authorized to permit a faculty member to retain vacation leave in~~  
470 ~~excess of the year-end maximum in circumstances involving natural disasters and other~~  
471 ~~extraordinary situations lasting for an extended period of time that prevent the faculty member~~  
472 ~~from using vacation leave.~~

473

474 (b) — Use and Transfer of Vacation Leave.

475 (1) — Vacation leave shall be accrued before being taken.

476 (2) — The faculty member shall submit requests for vacation leave to the supervisor as far in  
477 advance as practicable and appropriate.

478 (3) — Approval of the dates on which a faculty member wishes to take vacation leave shall be  
479 at the discretion of the supervisor and shall be subject to the consideration of departmental/unit  
480 and organizational scheduling. However, faculty members must be provided reasonable  
481 opportunity to utilize their vacation during the course of the year.

482 (4) — Upon reasonable notice, a faculty member shall be required to use any reasonable part  
483 of his/her accrued paid vacation leave at a time approved by the University based on the  
484 effective functioning of the unit, the efficient use of available personnel, and budget. The  
485 University shall consult the faculty member and make a reasonable effort to choose a mutually  
486 satisfactory time for the faculty member to use the accrued vacation leave.

487

488 (c) — Payment for Unused Vacation Leave.

489 (1) — Upon termination from a position that accrues vacation leave, the University shall pay  
490 the faculty member for up to three hundred fifty-two (352) hours of unused vacation leave at the  
491 calendar-year rate the faculty member was accruing as of the faculty member last day of work,  
492 provided that a determination has been made by the University that the faculty member was  
493 unable to reduce the unused vacation leave balance prior to termination. The faculty member  
494 shall forfeit all unused vacation leave in excess of three hundred fifty-two (352) hours.

495 (2) — Upon transfer from position that accrues vacation leave to an academic year or  
496 Developmental-Research-School position within the University, the faculty member may elect to  
497 retain all unused vacation leave until such time, not to exceed two (2) years, as the faculty  
498 member transfers back to position that accrues vacation leave or terminates employment with  
499 the University. Upon such termination or at the end of two (2) years, whichever comes first, the  
500 unused leave balance shall be paid in lump sum for up to three hundred fifty-two (352) hours at

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501 ~~the vacation rate the faculty member was accruing as of the faculty member last day of work in~~  
502 ~~the position that accrued paid vacation leave.~~

503 ~~(3) Upon entering into the Deferred Retirement Optional Program (DROP), a faculty~~  
504 ~~member may elect to be paid up to the maximum payment allowed for the faculty member's~~  
505 ~~unused vacation leave. Such payment, along with any additional payment to be received upon~~  
506 ~~separating from the University (end of DROP), shall not exceed the maximum payment~~  
507 ~~associated with the faculty member's established pay plan upon entering DROP.~~

508 ~~(4) Upon layoff, a faculty member shall be paid for up to three hundred fifty two (352) hours~~  
509 ~~of unused vacation leave. For faculty members who are re-employed by the University within~~  
510 ~~three hundred sixty five (365) days after a formal layoff, all unused vacation leave shall be~~  
511 ~~restored to the faculty member, provided the faculty member requests such action in writing and~~  
512 ~~repays the full amount of any leave payment received at the time of layoff.~~

513 ~~(5) In the event of the death of a faculty member, payment for all unused vacation leave at~~  
514 ~~the time of death, up to three hundred fifty two (352) hours, shall be made to the faculty member~~  
515 ~~beneficiary, estate, or as provided by law.~~

516

517 ~~21.1012~~ Administrative Leaves. Faculty members provided paid administrative leave shall  
518 not exceed forty (40) hours during the work week. Administrative leave shall not be accrued and  
519 shall also not affect accrued leave balances.

520 (a) Jury Duty and Court Appearances.

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

526 (2) An appearance as an expert witness for which a faculty member receives  
527 professional compensation falls under Article 26, Outside Activity and Conflict of Interest,  
528 relative to outside employment and conflict of interest. Such an appearance may  
529 necessitate the faculty member requesting vacation leave **PTO** or, if a non-vacation leave  
530 accruing faculty member, may necessitate the faculty member seeking an adjustment of  
531 the work schedule.

532 (3) If a faculty member is required, as a direct result of the faculty member's  
533 employment, to appear as an official witness to testify in the course of any action as  
534 defined in Section 92.142(2), Florida Statutes, such duty shall be considered a part of  
535 the faculty member's job assignment, and the faculty member shall be paid per diem and  
536 travel expenses.

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537 (4) A faculty member involved in personal litigation during work hours must request  
538 vacation leave **PTO** or, if a non-vacation leave accruing faculty member, must seek an  
539 adjustment to the work schedule.

540

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

548

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

552

553 **21.4413** Personal Leave.

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

557 ~~(1) Such leave shall not be used on the day immediately preceding or following~~  
558 ~~a holiday.~~

559 (1) ~~(2)~~ Except in the case of emergency, the faculty member shall provide at least two  
560 (2) days' notice of the intended leave.

561 (2) ~~(3)~~ Faculty members shall not be required to give reasons for personal leave except  
562 that the leave is for personal reasons.

563 (3) ~~(4)~~ One (1) day shall be administrative leave and four (4) days shall be taken from  
564 sick leave **PTO**.

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

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

570 (b) If the day preceding or following a holiday or vacation period is  
571 categorized as a Teacher Workday, faculty may submit a request to use a

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572 **personal leave day pending approval from administration. If a leave day is**  
573 **used during a Teacher Workday, faculty are expected to meet the published**  
574 **deadlines for grade entry and parent conferences.**

575

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

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

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

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

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

590

591 **21.4214** Unpaid Leave.

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

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

599 (c) Accrual of Leave and Holiday Pay. While on unpaid leave, the faculty member shall  
600 retain accumulated ~~sick leave and vacation leave~~, **PTO**, but shall not accrue ~~sick leave or~~  
601 ~~vacation leave~~**PTO** nor be entitled to holiday pay.

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

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

606 (1) Notwithstanding the provisions of Section 21.8(a)(2) regarding the use of sick  
607 ~~leave~~**PTO**, a faculty member may use any type of accrued paid leave in an amount

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608 necessary to cover the faculty member's contribution to the State insurance program,  
609 other UF-sponsored insurance programs, and for other expenses.

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

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

616 (4) A faculty member's request for the use of accrued paid leave during a period of  
617 unpaid leave shall be made at the time of the faculty member request for the leave. Such  
618 request shall include the amount of accrued paid leave the faculty member wishes to  
619 use during the approved period of unpaid leave. If circumstances arise during the  
620 approved leave that causes the faculty member to reconsider the combination of leave  
621 with and without pay, the faculty member may request approval of revisions to the  
622 original approval.

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

627

628 ~~21.13~~<sup>15</sup> Compensatory Leave. Regular compensatory leave shall not be transferred to an  
629 employee transferring to a faculty position. As a result, each supervisor shall make a reasonable  
630 effort, whenever practical, to allow an employee to use regular compensatory leave credits as  
631 requested before that employee transfers to a faculty position.

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