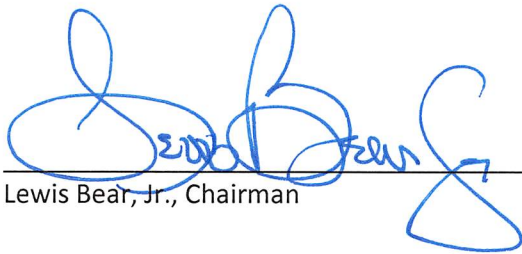


UNIVERSITY OF WEST FLORIDA BOARD OF TRUSTEES
UNITED FACULTY OF FLORIDA, UNIVERSITY OF WEST FLORIDA CHAPTER
COLLECTIVE BARGAINING REOPENER 2015-2016

RATIFIED BY:

FOR THE UNIVERSITY OF WEST FLORIDA BOARD OF TRUSTEES

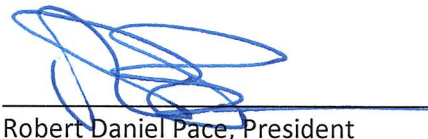
A handwritten signature in blue ink, appearing to read "Lewis Bear, Jr.", written over a horizontal line.

Lewis Bear, Jr., Chairman

30 SEPT. 2015

Date

FOR THE UNITED FACULTY OF FLORIDA, UNIVERSITY OF WEST FLORIDA CHAPTER

A handwritten signature in blue ink, appearing to read "Robert Daniel Pace", written over a horizontal line.

Robert Daniel Pace, President

29 Sep 15

Date

ARTICLE 19 LEAVES

19.1 Types of Leave. The following is an index of types of leave available under this Agreement. This index is provided for informational purposes only, and is not grievable (not subject to Article 22, Grievance Procedure and Arbitration).

Administrative Leave	Section 19.11
Athletic Competition Leave	Section 19.11(f)
Annual Leave	Section 19.11 (d)(3)
Civil Disorder/Disaster Leave	Section 19.10
Compulsory Leave	Section 19.11 (d)(2)
Court Appearances	Section 19.9(c)
Emergency Closings	Section 19.11(a)
Family and Medical Leave (under the Family and Medical Leave Act)	Section 19.11(e)
Florida Disaster Volunteer Leave	Section 19.7
Holidays	Section 19.11 (d)(1)
Job Related Illness/Injury, Workers' Compensation	Section 19.6
Jury Duty	Section 19.9(b)
Leave Pending Investigation	Section 19.11(a)
Leave without Pay	Section 19.11(c)
Military Leave	Section 19.12
Parental Leave	Section 19.11(b)
Service Connected Disability Leave	Section 19.8
Sick Leave	Section 19.11(d)(4)
Workers' Compensation, Job Related Illness/Injury	Section 19.9(a)
	Section 19.9(b)

19.2 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 will make a written request not less than one hundred twenty (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 will make a written request not less than sixty (60) days before the end of the leave, if practicable.
- (c) The President or representative will 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 will subject the faculty member to the provisions of Article 18 (Job Abandonment).

19.3 Return from Leave. A faculty member who returns from an approved leave of absence with or without pay will be returned to the same classification, unless the

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University and the faculty member agree in writing to other terms and conditions. The return from Family and Medical Leave (under the FMLA) will be in accordance with section 19.7.

19.4 Accrual during Leave with Pay. A faculty member will 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 sabbatical or professional development programs, the faculty member will accrue leave in proportion to the pay status.

19.5 Tenure Status Credit during Periods of Leave. Semester(s) during which a faculty member is on compensated or uncompensated leave will not be creditable for the purpose of determining eligibility for tenure, except by mutual agreement of the faculty member and the University. In deciding whether to credit such leave toward tenure eligibility, the President or representative will 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 to the faculty member's 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.

19.6 Holidays.

(a) A faculty member will be entitled to observe all official holidays designated in accordance with UWF/REG. 2.028. No classes will be scheduled on holidays. Classes not held because of a holiday will 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 will have his or her 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, then he or she will be paid, upon termination, for the holiday hours worked within the previous twelve (12) month period.

19.7 Family and Medical Leave Act (FMLA) Entitlements.

(a) The Family and Medical Leave Act of 1993 (hereafter "FMLA") is the common name for the Federal law providing eligible faculty members (whether salaried or paid from Other Personal Services (OPS) funds) an entitlement of up to four hundred and eighty (480) hours of leave without pay for qualified family or medical reasons during a one (1) year period. This Act entitles the faculty member to take leave without pay; where University policies permit, faculty may use accrued leave with pay during any qualifying family or medical leave. The failure to list, define, or specify any particular provision or portion of the FMLA in this Agreement will in no way constitute a waiver of any rights or benefits conferred to the University or the faculty member through the FMLA.

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(b) The faculty member must make a request for FMLA leave in writing thirty (30) days in advance, where it is foreseeable, or as soon as practicable, if the condition is not foreseeable.

(c) Accounting for the Use of FMLA Leave in a Twelve (12)-Month Period.

(1) For purposes of this section, the fiscal year (January ~~July~~ 1 – December ~~June~~ 30) will be the designated twelve (12)-month period in which to count the use of up to four hundred and eighty (480) hours of FMLA leave.

(2) An eligible faculty member's entitlement to FMLA leave for a birth or placement for adoption or foster care expires at the end of a twelve (12) month period beginning on the date of the birth or placement of the child.

(d) Use and Approval of FMLA Leave.

(1) The University will approve FMLA leave for an eligible faculty member as long as the reasons for absence qualify under the FMLA and the faculty member has not exhausted his or her four hundred and eighty (480) hours within the appropriate twelve (12) month period.

(2) The faculty member may request FMLA leave as accrued sick and/or annual leave, leave without pay, or a combination thereof.

(3) The University may require that the faculty member use accrued leave with pay prior to requesting leave without pay for the total of the four hundred and eighty (480) hours (12 work weeks) of paid and unpaid FMLA leave. Requiring the use of paid leave will be applied consistently and may not be used merely to exhaust the faculty member's leave balance in order to prohibit the use of paid leave while on leave without pay as provided for in section 19.12(e).

(4) Faculty members on approved FMLA leave may not be employed elsewhere without the prior written approval of the University.

(e) Medical Certification.

(1) The University may require a faculty member to provide medical certification from a health care provider for FMLA leave when taken for the serious health condition of the faculty member or the faculty member's family member.

(2) Medical certification may be required to affirm the faculty member's ability to return to work and perform one (1) or more of the essential functions of the job within the meaning of the Americans with Disabilities Act (ADA) after being absent on FMLA leave.

(f) Return to Position. Upon return from FMLA leave, the faculty member will be returned to the same or equivalent position in the same class and work location, including an equivalent schedule, unless the University and the faculty member agree in writing to other conditions and terms under which such leave is to be granted.

(g) Continuation of Benefits. The use of FMLA leave by eligible faculty members will neither enhance nor decrease any rights or benefits normally accrued to salaried employees during a leave with pay or any rights or benefits normally accrued during a leave without pay.

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(h) If any provision of section 19.7 (FMLA) is inconsistent with or in contravention of the Family and Medical Leave Act of 1993, Public Law 103-3, or the Family and Medical Leave Act Regulations, 29 CFR Part 825, or any subsequently enacted legislation, then such provision will 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 or medical leave rights to an eligible faculty member.

19.8 Parental Leave.

(a) A faculty member will 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 19.7.

(b) If a faculty member plans to use a combination of accrued leave and leave without pay, such request will include the specific periods for each type of leave requested. Use of accrued leave during an approved period of leave without pay will be in accordance with section 19.12.

(c) A salaried faculty member is entitled to a Parental Leave for up to six (6) months for a birth or adoption of the faculty member's child. If an eligible faculty member elects to take Parental Leave, up to four hundred and eighty (480) hours of such leave may be counted against that faculty member's FMLA entitlement.

(d) The period of Parental Leave will begin no more than two (2) weeks before the expected date of the child's arrival.

(1) The President or representative will 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 19.7 of this Agreement, 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 will 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.

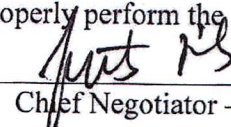
(3) Any illness caused or contributed to by pregnancy will be treated as a temporary disability and the faculty member will be allowed to use accrued sick leave credits when such temporary disability is certified by a health care provider.

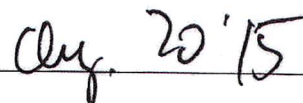
(e) Upon agreement between the faculty member and the University, intermittent FMLA leave or a reduced work schedule may be approved for the birth of the faculty member's child or placement of a child with the faculty member for adoption in accordance with section 19.7. However, such intermittent leave will be counted against the faculty member's FMLA entitlement.

19.9 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


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duties of his or her position. When a faculty member's illness/injury may be covered by the Americans with Disabilities Act, the provisions of Public Law 101-336 will apply.

(a) Sick Leave.

(1) Accrual of Sick Leave.

- a. A full-time faculty member will accrue sick leave at the rate of four (4) hours biweekly, or 8.667 hours per month, 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 will accrue sick leave at a rate directly proportionate to the percent of time employed.
- c. A faculty member appointed under Other Personal Services (OPS) funding will not accrue sick leave.

(2) Uses of Sick Leave.

- a. Sick leave will be accrued before being taken, provided that a faculty member who participates in a sick leave pool will not be prohibited from using sick leave otherwise available to the faculty member through the sick leave pool.
- b. Sick leave will be authorized for the following:
 - 1. The faculty member's personal illness or injury, 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, in consultation with the supervisor. Approval of requests for use of reasonable amounts of sick leave for caring for a member of the employee's immediate family will 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 (as defined in 19.9(a)(2)b.3, above), in consultation with the supervisor. Approval of requests for use of reasonable amounts of sick leave for the death of a member of the faculty member's family will not be unreasonably withheld.
- c. A continuous period of sick leave commences with the first (1st) 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 University will 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 will 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 will, upon notifying the supervisor, substitute the use of accrued sick leave to cover such circumstances.

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(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 may require the faculty member to furnish certification issued by an attending health care provider of the 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 will 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 19.9(c).

(4) A faculty member on approved sick leave may not be employed elsewhere.

(5) If a faculty member with less than ten (10) years of University service, as counted by the Florida Retirement System, is laid off and re-employed by the University within one hundred (100) days, the full balance of accrued sick leave will accompany re-employment.

(6) The transfer of unused sick leave from a local government position to a University faculty position is not permitted unless a reciprocal agreement in writing between the Board and the previous employing entity is in effect.

(7) Payment for Unused Sick Leave.

a. A faculty member with less than ten (10) years of University service, as counted by the Florida Retirement System, who separates from the University will not be paid for any unused sick leave.

b. A faculty member who began working at UWF after December 31, 2015 is not eligible for payment of unused sick leave.

c. A faculty member who has completed ten (10) or more years of University service, as counted by the Florida Retirement System, who began working at UWF prior to December 31, 2015, who 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 the University because of retirement for other than disability reasons, termination, or death, will be compensated at the faculty member's current regular hourly rate of pay for one-eighth (1/8) of all unused sick leave accrued prior to October 1, 1973, plus one-fourth (1/4) of all unused sick leave accrued on or after October 1, 1973; provided that one-fourth (1/4) of the unused sick leave since 1973 does not exceed four hundred and eighty (480) hours.

d. If a faculty member has received a lump sum payment for accrued sick leave, as in c., above, he or she may elect in writing, upon reemployment within one hundred (100) days, to restore his or her accrued sick leave. Restoration will be effective upon the repayment of the full lump sum leave payment.

e. Upon layoff, a faculty member who began working at UWF prior to July 1, 2013, with ten (10) or more years of University service, as counted by the Florida Retirement

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System, and who began working at UWF prior to December 31, 2015, will be paid for unused sick leave as described in paragraph c., above. The faculty member may request 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 will be restored to the faculty member, provided he or she 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 will be paid for sick leave in accordance with paragraph c. and section 110.122, Florida Statutes as long as he or she meets the other conditions set forth in this subparagraph.

f. All payments for unused sick leave authorized by this agreement and section 110.122, Florida Statutes, will be made in lump sum and will not be used in determining the average final compensation of a faculty member in any State administered retirement system. A faculty member will 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.

g. In the event of the death of a faculty member, payment for unused sick leave at the time of death will be made to an eligible the faculty member's beneficiary, if a beneficiary has been named for the faculty member's retirement account; the faculty member's estate, if a beneficiary has not been named; or as required by law. To be eligible, the employee must have begun working at UWF prior to December 31, 2015 and meet the other conditions of paragraph (7).

~~(7) Payment for Unused Sick Leave.~~

~~a. An employee appointed employed on or after January 1, 2016 July 1, 2013 shall not be paid for any unused sick leave.~~

~~a. b A faculty member with less than ten (10) years of University service, as counted by the Florida Retirement System, who separates from the University will not be paid for any unused sick leave.~~

~~b. e. An eligible faculty member who has completed ten (10) or more years of University service, as counted by the Florida Retirement System, 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 the University because of retirement for other than disability reasons, termination, or death, will be compensated at the faculty member's current regular hourly rate of pay for one-eighth (1/8) of all unused sick leave accrued prior to October 1, 1973, plus one-fourth (1/4) of all unused sick leave accrued~~

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on or after October 1, 1973; provided that one fourth (1/4) of the unused sick leave since 1973 does not exceed four hundred and eighty (480) hours.

~~e. d.~~ If a faculty member has received a lump sum payment for accrued sick leave, as in ~~b. e.~~, above, he or she may elect in writing, upon reemployment within one hundred (100) days, to restore his or her accrued sick leave. Restoration will be effective upon the repayment of the full lump sum leave payment.

~~d. e.~~ Upon layoff, a faculty member with ten (10) or more years of University service, as counted by the Florida Retirement System, will be paid for unused sick leave as described in paragraph ~~b.~~, above. The faculty member may request 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 will be restored to the faculty member, provided he or she 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 will be paid for sick leave in accordance with section 110.122, Florida Statutes.

~~e. f.~~ All payments for unused sick leave authorized by section 110.122, Florida Statutes, will be made in lump sum and will not be used in determining the average final compensation of a faculty member in any State administered retirement system. A faculty member will 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.

~~f. g.~~ In the event of the death of a faculty member, payment for unused sick leave at the time of death will be made to the faculty member's beneficiary, if a beneficiary has been named for the faculty member's retirement account; the faculty member's estate, if a beneficiary as not been named; or as required 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 will 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 will 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 will be placed on leave without pay and will receive normal Workers' Compensation benefits if

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1. the faculty member has exhausted all accrued leave in accordance with paragraph (b)(2)a., above, or
2. the faculty member elects not to use accrued leave.
- (3) This period of leave with or without pay will be in accordance with Chapter 440 (Workers' 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 advise the faculty member, as appropriate, of the Florida Retirement System's disability provisions and application process. The President or representative may, based upon a current medical certification by a health care provider prescribed in accordance with Chapter 440 (Workers' 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.

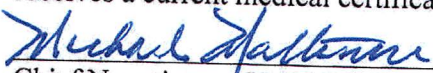
(c) Compulsory Leave.

(1) Placing Faculty on Compulsory Leave.

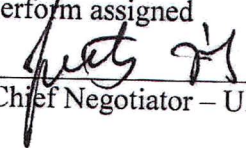
- a. If a faculty member is unable to perform assigned duties due to illness/injury or may pose a health risk to the University community, the President or representative may require the faculty member to submit to a medical examination, the results of which will be released to the University, by a health care provider chosen and paid by the University, 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 will submit the appropriate medical certification(s) to the University.
- b. If the University agrees to accept the faculty member's choice of a health care provider, the University 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 will place the faculty member on compulsory leave.

(2) Conditions of Compulsory Leave.

- a. Written notification to the faculty member placing him or her on compulsory leave will include the duration of the compulsory leave period and the conditions under which the faculty member may return to work. These conditions may include the requirement of the successful completion of, or participation in, a program of rehabilitation or treatment, and follow-up medical certification(s) by the health care provider, as appropriate.
- 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 will be in accordance with section 19.12(e).
- c. If the faculty member fulfills the terms and conditions of the compulsory leave and receives a current medical certification that the he or she is able to perform assigned


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duties, the President or representative will return the faculty member to his or her previous duties, if possible, or to equivalent duties.

d. During the course of the compulsory leave, the faculty member will authorize the physician to report to the President or representative to ensure that the conditions of the leave are being met and to review the conditions and terms of the leave outlined in the medical certification before the faculty member returns to full-time employment.

(3) Duration. Compulsory leave, with or without pay, will be for a period not to exceed the duration of the illness/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 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 19.12 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.

19.10 Parental Leave Paid Program.

(1) No more than twice Once in the course of an employee's tenure employment at the University, the an employee may request and be granted a paid parental leave for the birth or adoption of a child; not to exceed one semester (for instructional faculty) or three months for non-instructional employees. No two members of the same family may request parental leave at the same time or for the same event (birth or adoption of a child).

(2) Commitment to return. An employee must agree in writing to return to University employment for at least one academic year (calendar year for non-instructional faculty) following participation in parental leave or reimburse the University for the salary received during the leave period.

(3) Commitment to Reimburse. An employee who makes use of parental leave and who remains in University employment for at least one academic year (calendar year for non-instructional faculty) immediately following participation in the parental leave program shall have the total number of hours used deducted from the employee's sick leave and/or annual leave upon separation from the University, or upon transferring between an annual leave and non-annual leave accruing contract. An employee who makes use of parental leave, but does not remain in University employment for at least one academic year (calendar year for non-instructional faculty) immediately following participation in the parental leave program or whom has insufficient leave balances at separation, may be

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required to reimburse the University for the liquidated equivalent of all salary paid while on parental leave.

19.9(8) 19.11 Sick Leave Early Buy-Back Program.

The University will develop a voluntary program for employees with vested sick leave benefits to receive a one-time cash payment for their unused, accrued sick leave. Through this program, employees will be able to receive a cash payment for their unused accrued sick leave once in their careers at UWF, at any time as long as their sick leave has vested. The number of hours for which an employee will be able to receive cash will be calculated in the same manner as set forth in 19.9(7)e. The rate of the buy-back payment will be calculated as follows: the number of hours eligible for payment (as set forth in 19.9(7)e.) multiplied by .5 of the faculty member's hourly rate on the date of the election of the program.

Employees who enter the program will continue to accrue sick leave for use if they become sick, in accordance with the University "Hours of Work and Benefits" policy, but will not receive a cash payment for any accrued sick leave upon leaving University employment.

The University will provide employees who have a vested entitlement to a sick leave pay out upon separation pursuant to section 19.9 the option of a cash payment of available sick leave, once in their course of employment, to the maximum benefit allowed by the University's "Hours of Work and Benefits" policy (in effect on the date execution of this contract). Employees who obtain the early payout will continue to accrue sick leave for their use if they are sick in accordance with the "Hours of Work and Benefits" policy, but will not be entitled to receive any payment for accrued sick leave upon separation from the University. The early sick leave payment will be calculated as follows: the number of hours cashed in according to the maximum available and allowed by the "Hours of Work and Benefits" (in effect on the date execution of this contract) policy multiplied by .5% of the faculty member's hourly rate on the date of the payment.

19.10 19.12 Annual Leave

(a) Accrual of Annual Leave.

(1) Full-time faculty appointed for more than nine (9) months, except faculty on academic year appointments, will 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 employees). The hours accrued will be credited at the conclusion of each pay period or, upon termination, at the effective date of termination. Faculty may accrue annual leave in excess of the year end maximum during a calendar year. Faculty with accrued annual leave in excess of the year end maximum as of December 31, will have any excess converted to post October 1, 1973 sick leave on an hour-for-hour basis on January 1 of each year.

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

(3) Academic year faculty and faculty appointed for less than nine (9) months will not accrue annual leave.

(b) Use of Annual Leave.

(1) Annual leave will be accrued before being taken, except in those instances where the President or representative may authorize the advancing of annual leave.

(2) 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 will deduct from the faculty member's pay, the cost of any annual leave advanced under this provision.

(3) All requests for annual leave will be submitted by the faculty member to the supervisor as far in advance as possible and appropriate.

(4) Approval of the dates on which a faculty member wishes to take annual leave will be at the discretion of the supervisor and will be subject to the consideration of departmental/unit and organizational scheduling.

(5) When an annual leave accruing faculty member moves to another position in the University, the transfer of leave will be governed by the rules of the plan to which the faculty member is transferring. Should all unused leave not be transferable, up to forty-four (44) days (352 hours) of the remaining balance will be paid in lump sum.

(6) The transfer of unused annual leave from a local government position to an annual leave accruing position within the University is not permitted unless a reciprocal agreement in writing between the Board and the previous employing entity is in effect.

(c) 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 contract, ~~and unless the faculty member shall retain up to (44) days (352 hours) of unused annual leave. Upon separation from the University, the University shall pay the faculty member for up to (352) hours of unused annual leave at the calendar year rate the faculty member was earning as of the last day of work in the annual leave accruing contract, 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 contract.~~ requests the option in (2), below, the University will pay the faculty member for up to forty four (44) 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 contract. The faculty member will forfeit all unused annual leave in excess of forty-four (44) days (352 hours).

(2) Upon transfer from an annual leave accruing contract to an academic year contract, 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

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contract or terminates employment with the University. Upon such termination or at the end of two (2) years, whichever comes first, the unused leave balance will be paid in lump sum for up to forty-four (44) days (352 hours) at the annual rate the faculty member was accruing as of his or her last day of work on an annual leave accruing contract.

(3) If a faculty member has received a lump sum payment for accrued annual leave, under (1) or (2), above, the faculty member may elect in writing, upon re-employment on an annual leave accruing contract within 100 days, to restore the faculty member's accrued annual leave. Restoration will be effective upon the repayment of the full lump sum leave payment.

(4) Upon layoff, a faculty member will be paid for up to forty-four (44) days (352 hours) of unused annual leave in lump sum. The faculty member may request in writing that annual leave credits be retained pending reemployment. For faculty who are re-employed by the University within twelve (12) calendar months following layoff, all unused annual leave will 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 who are not re-employed within twelve (12) calendar months following layoff and who elected to retain their annual leave pending re-employment will be paid for up to forty-four (44) days (352 hours) of unused annual leave at the calendar rate the faculty member was accruing as of his or her last day of work.

(5) In the event of the death of a faculty member, payment for all unused annual leave at the time of death, up to forty-four (44) days (352 hours), will be made to the faculty member's beneficiary, if a beneficiary has been named for the faculty member's retirement account, the faculty member's estate, if a beneficiary has not been named, or as required by law.

19.11 19.13 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 will be granted leave with pay and any jury or witness fees will be retained by the faculty member; leave granted hereunder will 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 Article 21 (Conflict of Interest/Outside Activity) and the University'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 member seeking an adjustment of the work schedule.

(3) If a faculty member is required, as a direct result of his or her 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 will be considered a part of the faculty member's job assignment, and the faculty member will be paid per diem and travel expenses and will turn over to the University any fees received.

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(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, will be granted leave with pay during periods in which he or she is engaged in annual field training or other active or inactive duty for training exercises. Such leave with pay will 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 will be granted leave with pay on all days when ordered to active service by the State. Such leave with pay will not exceed thirty (30) days at any one time.

(3) Other Military Leave.

a. A faculty member, except a faculty member who is employed in a temporary position or employed on a temporary basis, who is drafted, who volunteers for active military service, or who is ordered to active duty (not active duty training) will 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 will be verified by official orders or appropriate military certification. The first thirty (30) days of such leave will be with full pay and will not affect a faculty member's annual or sick leave balance. The remainder of military leave will be without pay unless the faculty member elects to use accumulated annual leave or appropriate leave as provided in (4) below, or the University 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 will 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 will 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 19.12.

(c) Leave Pending Investigation. When the President or representative has reason to believe that the 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. The leave pending investigation will commence immediately upon the President or representative providing the faculty member with a written notice of the reasons therefor. The leave will be with pay, with no reduction of accrued leave.

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(d) Other Leaves Provided not Affecting Accrued Leave Balances. A faculty member may be granted other leaves not affecting accrued leave balances which 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 will 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 representative and will not exceed two (2) days on any one (1) 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 will 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 thirty (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 States 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 will be approved and will 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 will determine whether the University, or any portion thereof, is affected by the emergency and is to be closed. Such closings will be only for the period it takes to restore normal working conditions. Leave resulting from such an emergency closing will not reduce faculty members' leave balances.

(f) Administrative Leave. If deemed to be in the best interest of the University, a faculty member may be placed on administrative leave with or without pay.

19.12 19.14 Leave without Pay.

(a) Granting. Upon request of a faculty member, the President or representative will grant a leave without pay for a period not to exceed one (1) year unless the President or

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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 will be adjusted to reflect all non-discretionary increases distributed during the period of leave. While on such leave, a faculty member will be eligible to participate in any special salary incentive programs such as the Teaching Incentive Program.

(c) Retirement Credit. Retirement credit for such periods of leave without pay will be governed by the rules and regulations of the Division of Retirement and the provisions of Chapter 121, Florida Statutes.

(d) Accrual of Leave/Holiday Pay. While on leave without pay, the faculty member will retain accumulated sick leave and annual leave, but will 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:

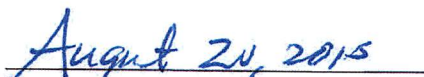
a. Notwithstanding the provisions of section 19.9(a)(2) regarding the use of sick leave, a faculty member may use any type of accrued leave in an amount necessary to cover the faculty member's contribution to the State insurance program and other expenses incurred by the faculty member during an approved 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 will 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.


c. The employer contribution to the State insurance program will 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 will be made at the time of the faculty member's request for the leave without pay. Such request will 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 cause 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. Such revisions will only apply prospectively to the leave remaining.


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ARTICLE 25 SALARIES

25.1 Faculty Pay Plan Legislative Increases or Non-Recurring Wage Increases. Eligible in-unit faculty members will receive any salary increases or non-recurring wage increases appropriated for that purpose by the Florida Legislature in accordance with the guidelines set by the Legislature.

25.2 Salary Increase for the 2015-2016 Academic Year.

(a) Effective July 1, 2015, eligible twelve-month in-unit employees received a 1.9% increase in their base wage. Effective August 8, 2015 eligible nine month faculty received a 1.9% increase in their base wage.

(b) In order for the employee to be eligible for this base wage increase the employee must:
(i) Have been continuously employed in faculty pay status from July 1, 2014 until the effective date of the wage increase, and
(ii) Have not been issued a notice of non-reappointment or termination prior to the effective date of the wage increase.

(c) For the purpose of determining base salary or base wage, TIP awards were included in the calculation, but administrative supplements will not be included in the calculation.

25.3 Salary Increase for 2016-2017.

(a) Effective the first pay period after March 1, 2017, the University will provide a cost-of-living base wage increase based on the most recent Consumer Price Index (CPI-U, all city average, all items) amount.

(b) In order to be eligible for the 2016-2017 salary increase:
(i) Employees must have been in continuous pay status since July 1, 2016, and
(ii) Have not been issued a notice of non-reappointment or termination prior to the effective date of this wage increase.

(c) The cost of living adjustment increase will be reduced by the amount of any base salary increase provided by the Florida Legislature for the same year. If the state provides a percentage increase to base salary that is higher than the applicable consumer price index amount, the employee shall receive the full amount of the increase provided by the state.

(d) For the purpose of determining base salary, TIP awards will be included in the calculation, but administrative supplements will not be included in the calculation.

25.4 One-time Cost of Living Base Wage Adjustment.

(a) Effective March 1, 2016 eligible in-unit employees will receive a one-time base wage adjustment equal to the difference between the cumulative CPI¹ from 2006 to the present

¹ Consumer Price Index for All Urban Consumers, (CPI-U, all city average, all items) calculated by the United States Bureau of Labor Statistics

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(depending on the initial date of hire as an in-unit faculty) and the actual base wage increases received by each in-unit employee during the same time period, as follows:

- a. Faculty hired on or before August 8, 2014, will have a .8 percent rate used in the calculation described in paragraph a. above.
- b. Faculty hired on or before August 8, 2013, will have a 2.44 percent rate used in the calculation described in paragraph a. above.
- c. Faculty hired on or before August 8, 2012, will have a 3.94 percent rate used in the calculation described in paragraph a. above.
- d. Faculty hired on or before August 8, 2011, will have a 6.09 percent rate used in the calculation described in paragraph a. above.
- e. Faculty hired on or before August 8, 2010, will have a 9.44 percent rate used in the calculation described in paragraph a. above.
- f. Faculty hired on or before August 8, 2009, will have an 11.23 percent rate used in the calculation described in paragraph a. above.
- g. Faculty hired on or before August 8, 2008, will have a 10.84 percent rate used in the calculation described in paragraph a. above.
- h. Faculty hired on or before August 8, 2007, will have a 15.09 percent rate used in the calculation described in paragraph a. above.
- i. Faculty hired on or before August 8, 2006, will have a 18.37 percent rate used in the calculation described in paragraph a. above.

(b) In order to be eligible a faculty member must:

- (i) Have been in faculty pay status on or before August 8, 2014 until the effective date of this wage increase, and
- (ii) Have not been issued a notice of non-reappointment, termination or tendered a resignation prior to the effective date of this wage increase.

(c) For the purpose of determining base salary, all in-cycle and out-of-cycle pay increases will be included in the calculation, but administrative/temporary supplements and promotion increases will be excluded in the calculation.

25.5 One-time Base Salary Adjustment.

On October 1, 2015, the University will make a one-time base salary adjustment, as follows:

- (a) The base salary of an Associate Professor shall be adjusted if it is less than the average salary ("the average") of the two most recently hired Assistant Professors within the same department. The adjustment will equalize an Associate Professor's salary to the average.
- (b) The base salary of a Full Professor's shall be adjusted if it is less than the average salary of the two most recently hired Assistant Professors within the same department or the average salary of the two most recently hired or promoted Associate Professors within the same department. The adjustment will equalize a Full Professor's salary to whichever

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average is higher.

- (c) The base salary of an Associate Librarian's shall be adjusted if it is less than the average salary of the two most recently hired or promoted Assistant Librarians. The adjustment will equalize an Associate Librarian's salary to the average.
- (d) The base salary of a University Librarian's shall be adjusted if it is less than the average salary of the two most recently hired or promoted Assistant Librarians or the average salary of the two most recently hired or promoted Associate Librarians. The adjustment will equalize a University Librarian's salary to whichever average is higher.
- (e) The base salary of an Instructor or Lecturer with six (6) years of experience in their current position at UWF shall be adjusted if it is less than the average salary of the two most recently hired instructors or lecturers within the same department. The adjustment will equalize an Instructor or Lecturer's salary to the average.
- (f) The base salary of a Research Associate with six (6) years of experience in their current position at UWF shall be adjusted if it is less than the average salary of the two most recently hired research associates within the same department. The adjustment will equalize a Research Associate's salary to the average.
- (g) The employee's base salary as of September 30, 2015 will be used in the calculation of the salary inversion adjustment. For the purpose of determining base salary, TIP awards will be included in the calculation, but administrative supplements will not be included in the calculation. This represents a one-time wage adjustment and creates no obligation for the University to make future adjustments.
- (h) No salary adjustment pursuant to section 25.5 will be implemented if the adjustment is two hundred and fifty dollars (\$250.00) or less:
- (i) No salary adjustment pursuant to section 25.5 will be made in excess of the amount of eight thousand dollars (\$8,000.00).
- (j) For the purposes of calculating the average salary, the two most recently hired refers to those faculty hired from August 8, 2011 to August 8, 2015, excluding those hired in a visiting status.

25.6 Promotional Increase. Promotion increases will be granted to faculty pursuant to Article 15 (Promotional Procedure).

Promotional increases will be granted in an amount equal to nine (9%) faculty member's previous year's base salary rate in recognition of promotion to ~~Assistant Professor~~, Assistant University Librarian, or Associate in _____.

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Promotional increases will be granted in an amount equal to nine (9%) of the faculty member's previous academic year's base salary rate in recognition of promotion to Associate Professor, Associate University Librarian, Associate Research Scholar/Scientists/Engineer, or Research Associate.

Promotion increases will be granted in an amount equal to thirteen percent (13%) of the faculty member's previous academic year's base salary rate in recognition of promotion to Professor, University Librarian, or Research Scholar/Scientist/Engineer.

25.7 Contract and Grant Funded Increases or Non-Recurring Wage Increases.

- a. Faculty on contracts or grants will receive salary increases or non-recurring wage increases equivalent to similar faculty on regular funding, provided that such salary increases or non-recurring wage increases are permitted by the terms of the contract or grant and adequate funds are available for this purpose in the contract or grant. In the event such salary increases or non-recurring wage increases are not permitted by the terms of the contract or grant, or in the event adequate funds are not provided, the President or representative will seek to have the contract or grant modified to permit such increases or non-recurring wage increases.
- b. Nothing contained herein will prevent the faculty members whose salaries are funded by grant agencies from being allotted raises higher than those provided in this Agreement.

25.8 Administration Discretionary Increases.

The University retains the authority to provide salary increases, adjustments, or non-recurring wage increases beyond the increases specified above, for market equity considerations, including verified counteroffers and compression/inversion; increased duties and responsibilities; special achievements; litigation/settlements; and similar special situations. In the event the University develops procedures for distributing increases under this section, a copy will be provided to the UFF. The UFF will have an opportunity to discuss the procedures in consultation with the President or representative, pursuant to Article 2 (Consultation), prior to their **implantation** implementation. At the end of the academic year, the UFF will be provided with a report of all salary increases granted under this section during the academic year.


25.9 Salary Rate Calculation and Payment.

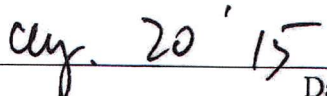
The biweekly salary rate of faculty serving on twelve (12) month (calendar year) appointments will be calculated by dividing their calendar year salary rate by 26.1 pay periods.

25.10 Grievability. The only issues to be addressed in a grievance filed pursuant to Article 22 (Grievance Procedure and Arbitration) alleging violation of this Article are whether there is unlawful discrimination under Article 6 (Nondiscrimination), or whether there is an arbitrary and capricious application of the provisions of one (1) or more sections of this Article.


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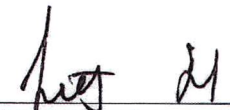
25.11 Type of Payment for Assigned Duties. Duties and responsibilities assigned by the University to a faculty member which are in addition to the available established FTE for the position will be compensated through Other Personal Services (OPS), not salary.



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Action Item

**UWF Board of Trustees Meeting
Full Board Meeting**

Issue/Agenda Recommendation: Ratification of Collective Bargaining Agreement Reopener 2015-16

Proposed Action: Ratification

Briefing Points: During the 2014-15 academic year the United Faculty of Florida (UFF) and University agreed on terms for the full Collective Bargaining Agreement 2014-17. While contract negotiations for the complete contract occur every three years, the UFF has the opportunity to open limited negotiations in each interim year (2 articles from each party plus salaries and benefits are subject to reopener negotiations). On August 20, 2015, the UWF Bargaining Team concluded negotiations with the UFF and signed a tentative agreement to complete the 2015-16 contract reopener negotiations.

On September 9, 2015, members of the in-unit faculty ratified the terms of the contract with a vote of 77-0. The contract now requires the ratification of the Board of Trustees to implement the terms.

The key components of the terms of the contract are highlighted below.

- Wage Actions:
 - 2015-16 Salary Increase: A 1.9 percent, across the board, increase in base waver for in-unit faculty effective July 1, 2015 (12 month faculty) and Aug. 8, 2015 (9 month faculty). This wage action has already been disbursed.
 - 2016-17 Salary Increase: A cost-of-living increase based on the most recent Consumer Price Index effective March 1, 2017.
 - One-time Cost of Living Base Wage Adjustment: Effective March 1, 2016, eligible in-unit faculty will receive a one-time base wage adjustment equal to the different between the cumulative Consumer Price Index (from 2006 to present) and the actual base wage increases received.
 - One-time Base Salary Adjustment: Effective Oct. 1, 2015, adjustments to base salary will be made to faculty members in the following circumstances: If the base salary of an Associate Professor is less than the average salary of the two most recently hired Assistant Professors, then the Associate Professor's salary will be adjusted to the average. The same protocol will also be applied to Full

Professors (compared to Assistant and Associate Professors), Associate Librarians (compared to Assistant Librarians), University Librarians (compared to Assistant and Associate Librarians), Instructor and/or Lecturers, and Research Associates.

- Paid Parental Leave: The University will offer a *paid parental leave* program which will provide a one semester paid parental leave for in-unit faculty during the course of employment at the University.
- Sick Leave:
 - Effective January 1, 2016, a faculty member hired at UWF will no longer be eligible for payment of unused sick leave. This benefit will not be affected for *for eligible faculty members hired on or before December 31, 2015.*
 - The University will provide eligible, in-unit faculty that have a vested entitlement to a sick leave pay out, the one-time option of a cash payment of available sick leave at .5% of the faculty member's hourly rate. If an in-unit faculty member elects this option the employee will continue to accrue sick leave, however payment for unused sick leave will not be permitted upon separation from the University.

Prepared by: Dr. Brendan B. Kelly, Vice President for University Advancement
Pat Lott, General Counsel

Facilitator/Presenter: Dr. Brendan B. Kelly, Vice President for University Advancement
