

ARTICLE 17  
LEAVES

combo UFF verbiage w/ existing

17.1 **Leaves.** There are various types of leave that the university offers. Employees are responsible for completing all necessary paperwork, informing their supervisors of their leave request, and meeting deadlines before and after the leave. An absence without approved leave or extension of leave shall subject the employee to the provisions of the Discipline Article 16. An employee's request for use of leave for an event covered by the provisions of the Family and Medical Leave Act (FMLA) of 1993 (Public Law 103-3) shall be submitted and responded to in accordance with the provisions of the FMLA and its implementing regulations. When an employee is absent with a serious health condition and wishes to request FMLA protection or is absent more than 10 days due to illness or injury, a Medical or Parental Leave Request Form and a UCF Medical Certification Form must be submitted to Human Resources as soon as practicable. Illness/Injury is defined as any physical or mental impairment of health, including such an impairment proximately resulting from pregnancy, that does not allow an employee to fully and properly perform the duties of the employee's position. When an employee's illness/injury may be covered by the Americans with Disabilities Act, the provisions of Public Law 101-336 shall apply.

from pg 4

definitions

17.2 **Requests for a Leave or Extension of Leave of One Semester or More.**

moved from pg 4/5

(a) For a leave of one semester or more, an employee shall make a written request not less than 120 days prior to the beginning of the proposed leave, if practicable.

(b) For an extension of a leave of one semester or more, an employee shall make a written request not less than sixty days before the end of the leave, if practicable.

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

(d) An absence without approved leave or extension of leave shall subject the employee to the provisions of the Discipline Article 16. (d)+(e) apply to entire article

(e) An employee's request for use of leave for an event covered by the provisions of the Family and Medical Leave Act (FMLA) of 1993 (Public Law 103-3) shall be submitted and responded to in accordance with the provisions of the FMLA and its implementing regulations.

17.32 **Return from Leave.** An employee who returns from an approved leave of absence with or without pay shall be returned to the same classification, unless the University and the employee agree in writing to other terms and conditions. The return from FMLA leave shall be governed by the FMLA and its implementing regulations, as discussed in Section 17.6. 17.1 entire article

17.43 **Accrual During Leave with Pay.** An employee shall accrue normal leave credits while on compensated leave in full-pay status, or while participating in the sabbatical or professional development programs. If an employee is on compensated leave in less than full-pay status for other than sabbaticals or professional development programs, the employee shall accrue leave in proportion to their pay status. Employees who are on leave without pay will not accrue leave. info for employees

UFF language incorporated

17.4 17.54 **Tenure Credit During Periods of Leave.** Semester(s) Time spent on paid or unpaid leave for fewer than 160 hours in a semester shall be tenure-earning. A semester during which an employee spends more than 160 hours on approved leave, whether paid or unpaid, shall not be tenure-earning unless otherwise mutually agreed to by the employee and the University's representative in writing at the time such leave begins. Approved leaves where more than 160 hours in a semester are taken are automatically non-tenure-earning (mandatory tenure clock extension) unless the leave is granted to perform research/creative activity. An employee may make a written request to the university's representative to modify their existing tenure credit using the tenure clock adjustment form provided by Faculty Excellence. during which an employee is on compensated or uncompensated leave shall be

51 ~~creditable tenure-earning for the purpose of determining eligibility for tenure, except by mutual~~  
52 ~~agreement of the employee and the University, Time spent on family and medical, parental,~~  
53 ~~administrative, or military leave, whether paid or unpaid, shall not be tenure-earning unless otherwise~~  
54 ~~mutually agreed to by the employee and the president or president's representative in writing at the time~~  
55 ~~such leave begins. Upon return from military leave, an employee may request that the time spent on~~  
56 ~~military leave be tenure-earning, which request must be granted by the president or president's~~  
57 ~~representative. Time spent on paid or unpaid leave for any purpose not otherwise listed herein shall be~~  
58 ~~tenure-earning unless otherwise mutually agreed to by the employee and the president or president's~~  
59 ~~representative in writing at the time such leave begins.~~

↑ 17.5  
rephrased  
160 hrs  
added

60  
61 **17.65 Holidays.** *Sec 110.117 of FL statutes no longer apply to UCF*

62 (a) An employee shall be entitled to observe all ~~official-UCF-designated~~ holidays ~~designated~~  
63 ~~in accordance with Section 110.117, Florida Statutes.~~ No classes or examinations shall be scheduled on  
64 holidays. Classes not held because of a holiday shall not be rescheduled.

65 (b) Supervisors are encouraged not to require an employee to perform duties on holidays;  
66 however, an employee required to perform duties on holidays shall have the employee's schedule adjusted  
67 to provide equivalent time off, up to a maximum of eight hours for each holiday worked.

68 ~~———— (c) ——— If an employee who has performed duties on a holiday terminates employment prior to~~  
69 ~~being given time off, the employee shall be paid, upon termination, for the holiday hours worked within~~  
70 ~~the previous twelve month period.~~ *not tracked - exempt*

71  
72 **17.76 Family and Medical Leave Act (FMLA) Entitlements.**

73 ~~———— (a) ———~~ The Family and Medical Leave Act of 1993 ("FMLA") (<https://www.dol.gov/whd/fmla/>)  
74 is the common name for the ~~F~~ederal law providing eligible employees an entitlement of up to twelve  
75 weeks (~~480 hours~~) of continuous or intermittent leave without pay for qualified family or medical reasons  
76 during a one-year period. This Act entitles the employee to take leave without pay; where University  
77 policies permit, employees may use accrued leave with pay during any qualifying family or medical  
78 leave. Employees are entitled to use FMLA in accordance with law and University policies. The failure to  
79 list, define, or specify any particular provision or portion of the FMLA in this Agreement shall in no way  
80 constitute a waiver of any of the rights or benefits conferred to the employer or the employee through the  
81 FMLA.

82  
83 **17.87 Modified Instructional Duties (MID) in case of birth or adoption.** Employees who elect the  
84 MID are ineligible for Paid Parental Leave. Once a modified plan is agreed to by the employee and his or  
85 her supervisor, it shall be reviewed by the dean or vice president. The dean or vice president shall either  
86 approve the modified work plan, or work in collaboration with the supervisor and employee to try to  
87 reach an acceptable solution. If the employee normally has an instructional assignment, then, after  
88 consultation with the employee, the supervisor shall determine that the:

- 89 (a) assignment be changed to a non-instructional assignment for the academic semester during which  
90 the child is expected to arrive; or  
91 (b) employee's work schedule may be altered.

92  
93 **17.98 Parental Leave Options.** ~~The University of Central Florida provides a supportive environment~~  
94 ~~that enables employees to address the complexity of balancing their work and family commitments.~~ The  
95 University provides the following leave options when an employee becomes a biological parent, a child is  
96 placed for adoption in the employee's home, or the employee becomes the legal guardian of a child.  
97 Modified Instructional Duties are not available for an employee on paid or unpaid parental leave as  
98 defined in this section.

*Requirement of 1 year of service removed*

*largely from (2) below (moved)*

99 —(a) **Paid Parental Leave.** Paid parental leave may be used no more than twice during the  
100 employee’s employment at the University. If both parents are employees of the University, only one  
101 parent may request paid parental leave under this program for each qualifying event (birth or adoption).

102 (1) Eligibility An employee must be employed on at least a 0.75 FTE line before s/he is eligible  
103 to apply for this benefit. This program does not apply to individuals on a temporary, a term limited, or a  
104 visiting appointment. Furthermore, employees on soft money shall be eligible to the extent that such  
105 benefits are permitted by the terms of the contract or grant, the ability to meet a grantor’s deliverables, the  
106 rules of the funding agency, and adequate funds are available.

107 (2) Paid Parental Leave Request. Participation in paid parental leave is contingent upon execution  
108 of a signed agreement. An employee shall request the use of paid parental leave in writing and sign a  
109 written agreement detailing the terms of the paid parental leave. These forms must be completed no later  
110 than three months prior to the anticipated beginning of the leave and the leave must occur no later than a  
111 semester immediately following the birth or adoption event. A shorter notice period may be permitted on  
112 a case-by-case basis, for good cause and/or special circumstances at the discretion of the university’s  
113 representative. Paid parental leave is separate from, but may run concurrent with, medical or FMLA  
114 leave.

115 (3) Commitment to Return. The employee must agree in writing to return to University  
116 employment for at least one academic year following participation in the program or reimburse UCF  
117 within 60 days. This time does not include time awarded for a sabbatical or other type of leave. For  
118 example, it would be possible for a nine-month employee to take a sabbatical and then opt for the paid  
119 parental leave program. In that case, the employee would need to return to active university service for  
120 one year for each of the programs; in this example, two academic years.

121 (4) Repayment and Reimbursement. Repayment of salary, retirement, benefits, and expenses  
122 received during paid parental leave shall be required in those instances where payments are made in the  
123 absence of a signed agreement by the employee, or when the employee fails to comply with the terms of  
124 the program. An employee who makes use of paid parental leave and who remains in University  
125 employment for at least one academic year (calendar year for non-instructional faculty) following  
126 participation in the parental leave program shall have the total number of hours used deducted from the  
127 employee’s sick leave and/or annual leave balance (with sick leave being deducted first) that the  
128 employee has remaining at the time of separation from the University, or upon transferring between an  
129 annual leave and non-annual leave accruing contract.

130 (5) Employees on paid parental leave cannot engage in outside employment unless approved in  
131 advance.

132 (6) Duration of paid parental leave. *Eligibility in (1) above*  
133 Employees are eligible for paid parental leave as follows for the birth, adoption, or assumption of  
134 legal guardianship of a child. Upon request, one of the following paid parental leave options may be  
135 offered to employees as follows:-

136 (1) Twelve-month non-instructional, research, and clinical employees may receive up to 13  
137 contiguous weeks of paid parental leave;

138 (2) Twelve-month instructional employees have the option of taking leave for the duration of  
139 the summer term (usually May 8 until August 7);

140 (3) Nine- or twelve-month instructional employees may receive one regular (Fall or Spring)  
141 semester. An employee shall be granted, upon request, a paid parental leave for a period of 19.5 contiguous  
142 weeks (for twelve-month instructional employees only), or one regular (Fall or Spring) semester (for  
143 nine-month instructional employees only), (or up to 3 months (for non-instructional employees only) for  
144 the birth, adoption, or assumption of legal guardianship of a child.

145 (2) In order to participate in this program, an employee must be employed for a minimum of one  
146 academic year on at least a 0.75 FTE line. This program does not apply to individuals on a temporary, a  
147 term limited, or a visiting appointment. Furthermore, employees on soft money shall be eligible to the  
148 extent that such benefits are permitted by the terms of the contract or grant, the ability to meet a grantor’s  
149 deliverables, the rules of the funding agency, and adequate funds are available.

*moved to (1) above*

*moved from (6)+(7)*

*moved from (5)*

*moved from (2) below*

*broken out for clarity*

moved to (2) on pg 3

150 (3) ~~The employee will request the use of paid parental leave in writing will sign a written~~  
151 ~~agreement detailing the terms of the paid parental leave. Participation in paid parental leave is contingent~~  
152 ~~upon execution of the signed agreement. no later than three months prior to the anticipated beginning of~~  
153 ~~the leave and the leave must occur no later than a semester immediately following the birth or adoption~~  
154 ~~event. A shorter notice period may be permitted for good cause and/or special circumstances at the~~  
155 ~~discretion of the provost or designee. Parental leave is separate from, but may run concurrent with,~~  
156 ~~medical or FMLA leave.~~

moved to (2)

157 (4) ~~The employee will sign a written agreement detailing the terms of the paid parental leave.~~  
158 ~~Participation in paid parental leave is contingent upon execution of the signed agreement.~~

moved to (3)

159 (5) ~~The employee must agree in writing to return to University employment for at least one~~  
160 ~~academic year following participation in the program. This time does not include time awarded for a~~  
161 ~~sabbatical or other type of leave. For example, it would be possible for a nine-month employee to take a~~  
162 ~~sabbatical and then opt for the parental leave program. In that case, the employee would need to return to~~  
163 ~~active university service for one year for each of the programs; in this case, two academic years.~~

moved to (4)

164 (6) ~~Repayment of salary, retirement, benefits, and expenses received during paid parental~~  
165 ~~leave shall be required in those instances where payments are made in the absence of a signed agreement~~  
166 ~~by the employee, or when the employee fails to comply with the terms of the program.~~

167 (7) ~~An employee who makes use of parental leave and who remains in University~~  
168 ~~employment for at least one academic year (calendar year for non-instructional faculty) following~~  
169 ~~participation in the parental leave program shall have the total number of hours used deducted from the~~  
170 ~~employee's sick leave and/or annual leave balance (with sick leave being deducted first) that the~~  
171 ~~employee has remaining at the time of separation from the University, or upon transferring between an~~  
172 ~~annual leave and non-annual leave accruing contract.~~

moved to (5)

173 (8) ~~Employees on paid parental leave cannot engage in outside employment unless approved~~  
174 ~~in advance.~~

175 ~~—(eb) Unpaid Parental Leave.~~

176 ~~\_\_\_\_\_ (1) Alf an employee who is ineligible or chooses not to use a modified~~  
177 ~~instructional work assignment duties (MID) or paid parental leave, the employee may request and shall be~~  
178 ~~granted an unpaid parental leave not to exceed six months ~~when the employee becomes a biological~~~~  
179 ~~~~parent or a child is placed for adoption in the employee's home.~~~~ ✓

180 ~~\_\_\_\_\_ (2) Employees on unpaid parental leave may use up to six weeks of~~  
181 ~~accrued ~~paid~~ sick leave for the period of leave immediately following the birth of a child (or eight weeks~~  
182 ~~following a C-Section). Parental leave beyond the six-week period may be covered by other accrued paid~~  
183 ~~leave or remain a period of unpaid leave.~~

184 ~~\_\_\_\_\_ (3) The period of parental leave shall begin no more than two weeks before the~~  
185 ~~expected date of the child's arrival. Employees must complete the appropriate forms 30 days before the~~  
186 ~~anticipated date of birth or adoption.~~

187 ~~\_\_\_\_\_ a. the university's representative or designee shall acknowledge to the~~  
188 ~~employee in writing the period of leave to be granted, and the date of return to employment.~~

189 ~~\_\_\_\_\_ b. any illness/injury caused or contributed to by pregnancy, when~~  
190 ~~certified by a health care provider, shall be treated as temporary disability if requested, and the employee~~  
191 ~~shall be allowed to use accrued sick leave credits. In such a case, a Medical or Parental Leave Request~~  
192 ~~Form and a UCF Medical Certification Form is required.~~

moved to 17.1

194 ~~**17.109 Leaves Due to Illness/Injury Sick Leave.** When an employee is absent with a serious health~~  
195 ~~condition and wishes to request FMLA protection or is absent more than 10 days due to illness or injury,~~  
196 ~~a Medical or Parental Leave Request Form and a UCF Medical Certification Form must be submitted to~~  
197 ~~Human Resources as soon as practicable. Illness/Injury is defined as any physical or mental impairment~~  
198 ~~of health, including such an impairment proximately resulting from pregnancy, that does not allow an~~  
199 ~~employee to fully and properly perform the duties of the employee's position. When an employee's~~

moved to definitions

moved to 17.1

200 ~~illness/injury may be covered by the Americans with Disabilities Act, the provisions of Public Law 101-~~  
201 ~~336 shall apply.~~

202 (a) ~~Sick Leave.~~

203 (a+) Accrual of Sick Leave.

204 (1)a. A full-time employee shall accrue four hours of sick leave for each biweekly pay period,  
205 or the number of hours that are directly proportionate to the number of days worked during less than a  
206 full-pay period, without limitation as to the total number of hours that may be accrued.

207 (2)b. A part-time employee shall accrue sick leave at a rate directly proportionate to the  
208 percent of time employed.

209 (2b) Uses of Sick Leave. It is the responsibility of the employee to report sick leave when any  
210 scheduled time (such as a meeting, office hours, teaching, committee work), or if, due to illness or  
211 hospitalization, fewer than eighty hours are worked during the reporting time period. The employee has  
212 an obligation to inform their chair/supervisor as far in advance as possible to mitigate disruption to the  
213 department/college. When utilizing sick leave, it is not permissible to engage in outside employment or to  
214 receive payment for services.

216 (1)a. Sick leave shall be accrued before being taken, provided that an employee who  
217 participates in a sick leave pool shall not be prohibited from using sick leave otherwise available to the  
218 employee through the sick leave pool.

219 (2)b. Sick leave shall be authorized for the following:

220 +a. The employee's personal illness/injury, exposure to a contagious disease which would  
221 endanger others, or disability where the employee is unable to perform his/her assigned duties.

222 2b. The employee's personal appointments with a health care provider.

223 3c. The illness/~~or~~ injury of a member of the employee's immediate family, at the discretion  
224 of the supervisor. Approval of requests for use of reasonable amounts of sick leave for caring for a  
225 member of the employee's immediate family shall not be unreasonably withheld. "Immediate family" <sup>definition</sup>  
226 ~~means the spouse and the grandparents, parents, brothers, sisters, children, and grandchildren of both the~~  
227 ~~employee and the spouse and dependents living in the household.~~

228 4d. The death of a member of the employee's immediate family, at the discretion of the  
229 supervisor. Approval of requests for use of reasonable amounts of sick leave for the death of a member of  
230 the employee's immediate family shall not be unreasonably withheld.

231 (3)e. A continuous period of sick leave commences with the first day of absence and includes  
232 all subsequent days until the employee returns to work. For this purpose, Saturdays, Sundays, and official  
233 holidays observed by the State shall not be counted unless the employee is scheduled to perform  
234 serviceswork on such days. During any seven-day period, the maximum number of days of sick leave  
235 charged against any employee shall be five days, or 40 hours.

236 (4)d. An employee who requires the use of sick leave must notify their immediate supervisor  
237 as soon as practicable and shall report such leave in accordance with UCF's timekeeping procedures.

238 (5)e. An employee who becomes eligible for the use of sick leave while on approved annual  
239 leave shall, upon notifying their immediate supervisor, substitute ~~the use of~~ accrued sick leave to cover  
240 such circumstances.

241 (3c) Certification. If an employee's request for absence or absence exceeds four consecutive days, or if  
242 a pattern of absence is documented, the University may require an employee to furnish certification  
243 signed by an attending health care provider affirming the medical reasons necessitating the absence and/or  
244 the employee's ability to return to work. If the medical certification furnished by the employee is not  
245 acceptable, the employee may be required to submit to a medical examination by a health care provider  
246 who is not a University staff member, and which shall be paid for by the University. If the medical  
247 certification indicates that the employee is unable to perform assigned duties, the university's president or  
248 representative may place the employee on compulsory leave under the conditions set forth in that Section.

not needed/relevant →

249 ~~(4) Transfer of Credits. Currently, there are no statutory provisions for the transfer of accrued sick~~  
250 ~~and, if applicable, annual leave balances between the University and any other state university or any state~~  
251 ~~agency.~~

252 (5e) Payment for Unused Sick Leave.

253 ~~\_\_\_\_\_ (1)a.~~ An employee with less than ten years of ~~State-University~~ service who  
254 separates from ~~State government~~ the University shall not be paid for any unused sick leave.

255 ~~\_\_\_\_\_ (2)b.~~ An eligible employee who has completed ten or more years of ~~State~~  
256 ~~and/or~~ University service, has not been found guilty or has not admitted to being guilty of committing,  
257 aiding, or abetting any embezzlement, theft, or bribery in connection with ~~State government~~ University  
258 ~~service~~, or has not been found guilty by a court of competent jurisdiction of having violated any State law  
259 against or prohibiting strikes by public employees, and separates from ~~State government~~ the University  
260 because of retirement for other than disability reasons, termination, or death, shall be compensated for the  
261 employee's unused sick leave at the employee's current regular hourly rate of pay for ~~one-eighth of all~~  
262 ~~unused sick leave accrued prior to October 1, 1973, plus~~ one-fourth of all unused sick leave accrued ~~on or~~  
263 ~~after October 1, 1973;~~ provided that one-fourth of the unused sick leave ~~since 1973~~ does not exceed 480  
264 hours. *no more employees fall into the oct 1973 category*

265 *(all employees) →* ~~\_\_\_\_\_ (3):~~ Upon layoff, ~~a~~ An eligible employee with ten or more years of University  
266 service shall be paid for unused sick leave as indicated above., ~~unless the employee requests in writing~~  
267 ~~that unused sick leave be retained pending re-employment.~~ For an employee who is re-employed by the  
268 University within twelve ~~(12)~~ calendar months following layoff, all unused sick leave shall be restored to  
269 the employee, provided the employee requests such action in writing and repays the full amount of any  
270 lump sum leave payments received at the time of layoff. ~~An employee who is not re-employed within~~  
271 ~~twelve (12) calendar months following layoff shall be paid for sick leave.~~

272 ~~\_\_\_\_\_ (4)e.~~ All payments for unused sick leave shall be made in lump sum and shall  
273 not be used in determining the average final compensation of an employee in any State administered  
274 retirement system. An employee shall not be carried on the payroll beyond the last official day of  
275 employment, except that an employee who is unable to perform duties because of a disability may be  
276 continued on the payroll until all sick leave is exhausted.

277 ~~\_\_\_\_\_ (5)f.~~ *never requested; hard on employee + system*  
278 ~~If an employee has received a lump sum payment for accrued sick leave,~~  
279 ~~the employee may elect in writing, upon re-employment within 100 days, to restore the employee's~~  
280 ~~accrued sick leave. Restoration will be effective upon the repayment of the full lump sum leave payment.~~

281 ~~\_\_\_\_\_ g.~~ In the event of the death of an employee, payment for unused sick leave  
282 at the time of death shall be made to the employee's beneficiary, estate, or as provided by law.

283 **17.11 \_\_\_\_\_ (b) Job-Related Illness/injury.**

284 ~~\_\_\_\_\_ (1a)~~ An employee who sustains a job-related illness/injury that is compensable under the  
285 Workers' Compensation Law shall be carried in full-pay status for a period of medically certified  
286 illness/injury not to exceed seven days immediately following the illness/injury, or for a maximum of  
287 forty work hours if taken intermittently without being required to use accrued sick or annual leave.

288 ~~\_\_\_\_\_ (2b)~~ If, as a result of the job-related illness/injury, the employee is unable to resume  
289 work at the end of the period provided in the Article above:

290 ~~\_\_\_\_\_ (1)a.~~ The employee may elect to use accrued leave in an amount necessary to  
291 receive salary payment that will increase the Workers' Compensation payments to the total salary being  
292 received prior to the occurrence of the illness/injury. In no case shall the employee's salary and Workers'  
293 Compensation benefits exceed the amount of the employee's regular salary payments; or

294 ~~\_\_\_\_\_ (2)b.~~ The employee shall be placed on leave without pay and shall receive  
295 normal Workers' Compensation benefits if the employee has exhausted all accrued leave, or the employee  
296 elects not to use accrued leave.

297 ~~\_\_\_\_\_ (3c)~~ This period of leave with or without pay shall be in accordance with Chapter 440  
298 (Worker's Compensation), Florida Statutes.

299 ~~\_\_\_\_\_~~(4d) If, at the end of the leave period, the employee is unable to return to work and  
 300 perform assigned duties, the ~~University's president or~~ representative ~~should~~ advise the employee, as  
 301 appropriate, of the Florida Retirement System's disability provisions and application process, and may,  
 302 based upon a current medical certification by a health care provider prescribed in accordance with  
 303 Chapter 440 (Worker's Compensation), Florida Statutes, and taking the University's needs into account:  
 304 (1)a- offer the employee part-time employment;  
 305 ~~b-~~(2) place the employee ~~o~~in leave without pay status or extend such status;  
 306 ~~e-~~(3) request the employee's resignation; or  
 307 ~~d-~~(4) release the employee from employment, notwithstanding any other provisions of this  
 308 Agreement.  
 309

310 **17.12 ~~\_\_\_\_\_~~(e) ~~Compulsory Leave.~~**

311 ~~\_\_\_\_\_~~(1a) Placing Employee on Compulsory Leave.

312 (1)a- If an employee is perceived to be unable to perform assigned duties due to  
 313 illness/injury, medical certification, ~~or subpar an abrupt or unexplained change in performance, such as~~  
 314 ~~confusion, or a noted deterioration in coordination, concentration, memory, or alertness,~~ the  
 315 ~~University's president or~~ representative may require the employee to ~~be placed on compulsory leave and~~  
 316 submit to an ~~medical~~ examination ~~or "fitness for duty" (FFD) evaluation, the results of which shall be~~  
 317 ~~released to the University,~~ by a ~~licensed~~ health care provider chosen and paid by the University, or by a  
 318 health care provider chosen and paid by the employee who is also acceptable to the ~~president~~  
 319 ~~or university's~~ representative. ~~Such~~ The health care provider shall ~~evaluate the employee's continued~~  
 320 ~~fitness to perform the essential functions of his or her job and shall provide the results to the University,~~  
 321 ~~submit the appropriate medical certification(s) to the University.~~

322 (2)b- If the University agrees to accept the employee's choice of a health care  
 323 provider, the University may not then require another University-paid examination.

324 (3)e- If the ~~medical or FFD~~ examination confirms that the employee is ~~temporarily~~  
 325 unable to perform assigned duties, the ~~president or university's~~ representative shall ~~place extend~~ the  
 326 employee's ~~on~~ compulsory leave. ~~If the condition is judged to be permanent, the employee shall receive~~  
 327 ~~notice that they are being released from employment and advised to contact Human Resources Benefits~~  
 328 ~~department. per the "inability to return to work" section of this Article~~

329 ~~\_\_\_\_\_~~(b2) Conditions of Compulsory Leave.

330 (1)a- Written notification to the employee placing the employee on compulsory leave shall  
 331 include the duration of the compulsory leave period and the conditions under which the employee may  
 332 return to work. These conditions may include the requirement of the successful completion of, or  
 333 participation in, a program of rehabilitation or treatment, and follow-up ~~medical~~ certification(s) by the  
 334 health care provider, ~~or FFD examination,~~ as appropriate.

335 (2)b- The compulsory leave period may be leave with pay or leave without pay. If the  
 336 compulsory leave combines the use of accrued leave with leave without pay, the use of such leave shall  
 337 be in accordance with this Article.

338 (3)e- If the employee fulfills the terms and conditions of the compulsory leave and receives a  
 339 current ~~medical~~ certification that the employee is able to perform assigned duties, the ~~president~~  
 340 ~~or university's~~ representative shall return the employee to the employee's previous duties, if possible, or to  
 341 equivalent duties.

342 ~~\_\_\_\_\_~~(c3) Duration. Compulsory leave, with or without pay, shall be for a period not to  
 343 exceed ~~the duration of the illness/injury or~~ one year, ~~whichever is less.~~ The University shall make a  
 344 ~~determination of the length of compulsory leave based upon the available information.~~

345 ~~\_\_\_\_\_~~(4d) Failure to Complete Conditions of Compulsory Leave or Inability to Return to  
 346 Work. If the employee fails to fulfill the terms and conditions of a compulsory leave, ~~and/or~~ is unable to  
 347 return to work and perform assigned duties at the end of a leave period, ~~and/or is not found to be fit for~~  
 348 ~~duty,~~ the ~~University's president or~~ representative ~~shall~~ advise the employee, as appropriate, ~~of the~~

349 Florida Retirement System's disability provisions and application process to contact HR Benefits. The  
350 university's representative, and may, based upon the University's needs:

- 351 a. offer the employee part-time employment;  
352 b. place the employee in leave without pay status in or extend such status;  
353 e. request the employee's resignation; or  
354 d. release the employee from employment, notwithstanding any other provisions of this  
355 Agreement.

356  
357 **17.139 Annual Leave.**

358 (a) Accrual of Annual Leave. Academic year employees and employees appointed for less  
359 than nine months shall not accrue annual leave.

360 (1) Full-time employees appointed for more than nine months; ~~except employees on~~  
361 ~~academic year appointments~~, shall accrue annual leave at the rate of 6.7769 hours biweekly ~~or 14.667~~  
362 ~~hours per month (or a number of hours that is directly proportionate to the number of days worked during~~  
363 ~~less than a full pay period for full-time employees);~~ and the hours accrued shall be credited at the  
364 conclusion of each pay period or, upon termination, at the effective date of termination. Employees may  
365 accrue annual leave in excess of the year end maximum during a calendar year. Employees with accrued  
366 annual leave in excess of the year end maximum as of December 31, shall have any excess converted to  
367 sick leave on an hour-for-hour basis ~~on-in the pay period containing~~ January 1 of each year.

368 (2) Part-time employees appointed for more than nine months; ~~except employees on~~  
369 ~~academic year appointments~~, shall accrue annual leave at a rate directly proportionate to the percent of  
370 time employed.

371  
372 (3) Academic year employees and employees appointed for less than nine months  
373 shall not accrue annual leave.

374 (4) At the request of the employee, he or she shall be permitted to use accrued annual  
375 leave for all or part of medical or parental leave. 17.1 + pg 4 (b)(2)

376 (b) Use and Transfer of Annual Leave.

377 (1) Annual leave shall be accrued before being taken, ~~except in those instances~~  
378 ~~where the president or representative may authorize the advancing of annual leave. When leave has been~~  
379 ~~advanced and employment is terminated prior to the employee accruing sufficient annual leave to credit~~  
380 ~~against the leave that was advanced, the University shall deduct from the employee's warrant the cost of~~  
381 ~~any annual leave advanced under this provision.~~ All requests for annual leave shall be submitted by the  
382 employee to the supervisor as far in advance as possible ~~and appropriate~~. Approval of the dates on which  
383 an employee wishes to take annual leave shall be at the discretion of the supervisor and shall be subject to  
384 the consideration of departmental/unit and organizational scheduling.

385 (2) Upon re-employment with the University within 100 days, except for re-  
386 employment after layoff (see 17.9(e)(3), below), the employee may choose to reinstate their annual leave  
387 balance by repaying the full lump sum annual leave payment received.

388 (3) An employee may transfer into an annual leave accruing position up to forty-four  
389 days of unused leave accrued in the University classification and pay plan in which previously employed,  
390 provided the employee has not received payment for such leave and no more than thirty-one days have  
391 elapsed between jobs.

392 (4) When an annual leave accruing employee moves to a position in State  
393 government, the transfer of leave shall be governed by the rules of the plan to which the employee is  
394 transferring. Should all unused leave not be transferable, up to forty-four days (352 hours) of the  
395 remaining balance shall be paid in lump sum, effective the last day of University employment, without  
396 affecting other leave benefits.

397 (5) The transfer of unused annual leave from a local government to an annual leave  
398 accruing position is not permitted unless a reciprocal agreement in writing between the University or its  
399 representative and the previous employing entity is in effect.

reduces redundancies

actual amount,

not calculated  
biweekly

leave not advanced

per next section, leave is  
paid out - no transfer to  
state gov't



rephrased;  
follows actual  
practice  
↓

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—(c) Payment for Unused Annual Leave.

—(1) Prior to termination from an annual leave accruing contract, or transfer from an annual leave accruing contract to an academic year contract, the university’s representative shall determine whether the employee has the ability to reduce their accrued annual leave balance prior to termination or reassignment to an academic year contract. If the employee does not have the opportunity to reduce the balance, the University shall pay the employee for up to forty-four days (352 hours) of unused annual leave. Payment of the accrued annual leave shall be at the employee’s last rate of pay under which they were paid in the annual leave accruing position. All unused annual leave in excess of forty-four days (352 hours) shall be forfeit. Upon termination from an annual leave accruing contract, or transfer from an annual leave accruing contract to an academic year contract, the University shall pay the employee for up to forty-four days (352 hours) of unused annual leave at the calendar year rate the employee was accruing as of the employee’s last day of work, provided that a determination has been made by the president or representative that the employee was unable to reduce the unused annual leave balance prior to termination or reassignment to an academic year contract. All unused annual leave in excess of forty-four days (352 hours) shall be transferred to the employee’s sick leave.

—(2) Upon layoff, an employee shall be paid for up to forty-four days (352 hours) of unused annual leave in lump sum.

—(3) If an employee has received a lump sum payment for accrued annual leave, the employee may elect in writing, upon re-employment within 100 days, to restore the employee’s accrued annual leave. Restoration will be effective upon the repayment of the full lump sum leave payment.

—(4) In the event of the death of an employee, payment for all unused annual leave at the time of death, up to 352 hours, shall be made to the employee’s beneficiary, estate, or as provided by law.



**17.114 Administrative Leaves.**

(a) Jury Duty and Court Appearances.

(1) An employee who is summoned as a member of a jury panel or subpoenaed as a witness in a matter not involving the employee’s personal interests, shall be granted leave with pay and any jury or witness fees shall be retained by the employee; leave granted hereunder shall not affect an employee’s annual or sick leave balance.

(2) An appearance as an expert witness for which an employee receives professional compensation falls under the Conflict of Interest/Commitment Article 19 and the University’s policies and regulations relative to outside employment/conflict of interest. Such an appearance may ~~require~~ necessitate the employee to requesting annual leave or, if a non-annual leave accruing employee, may request a modified ~~necessitate the employee seeking an adjustment of the~~ work schedule.

(3) If an employee is required, as a direct result of ~~their~~ the employee’s employment, to appear as an official witness to testify in the course of any action as defined in Section 92.142(2), Florida Statutes, such duty shall be considered a part of the employee’s job assignment, and the employee shall be paid per diem and travel expenses and shall turn over to the University any fees and other expense reimbursement received.

(4) An employee involved in personal litigation during work hours must request annual leave or, if a non-annual leave accruing employee, must request a modified ~~seek an adjustment to~~ the work schedule or record leave without pay.

(b) Military Leave.

(1) Short-term Military Training. An employee who is a member of the United States Armed Forces Reserve, including the National Guard, upon presentation of a copy of the employee’s official orders, letter from the Commanding Officer or appropriate military certification, shall be granted leave with pay during periods in which the employee is engaged in annual field training or other active or inactive duty for training exercises. Such leave with pay shall not exceed two hundred and forty hours in any one university fiscal year (July 1 – June 30). Additional leave for training may be taken

451 as ordered by the military, however annual leave, compensatory leave or leave without pay may be  
452 utilized to cover the additional time necessary for training.

453 (2) National Guard State Service. An employee who is a member of the Florida  
454 National Guard shall be granted leave with pay on all days when ordered to active service by the State.  
455 Such leave with pay shall not exceed thirty days at any one time.

456 (3). Other Military Leave.

457 a. An employee, except an employee who is employed in a temporary position or  
458 employed on a temporary basis, who is drafted, who volunteers for active military service, or who is  
459 ordered to active duty (not active duty training) shall be granted leave in accordance with Chapter 43 of  
460 Title 38, United States Code.

461 b. Such leave of absence shall be verified by official orders or appropriate military  
462 certification. The first thirty days of such leave shall be with full pay and shall not affect an employee's  
463 annual or sick leave balance. The remainder of military leave shall be without pay unless the employee  
464 elects to use accumulated annual leave or appropriate leave as provided in this Article, or the employer  
465 exercises its option to supplement the employee's military pay. Leave payment for the first thirty days  
466 shall be made only upon receipt of documentation from appropriate military authority.

467 c. Applicable provisions of Federal and State law shall govern the granting of  
468 military leave and the employee's re-employment rights.

469 d. Use of accrued leave is authorized during a military leave without pay in  
470 accordance with this Article.

471 (c) Leave Pending Investigation. When the ~~president or University's~~ representative has  
472 reason to believe that the employee's presence on the job will adversely affect the operation of the  
473 University, the ~~president or University's~~ representative may immediately place the employee on leave  
474 pending investigation of the event(s) leading to that belief. The leave pending investigation shall  
475 commence immediately upon the ~~president or university's~~ representative providing the employee with a  
476 written notice ~~of the reasons therefor~~. The leave shall be with pay, with no reduction of accrued leave.

477 (d) Other Leaves Provided Not Affecting Accrued Leave Balances. An employee may be  
478 granted other leaves not affecting accrued leave balances which are provided as follows:

479 (1) Florida Disaster Volunteer Leave is provided for an employee who is a certified  
480 disaster service volunteer of the American Red Cross. Leave of absence with pay for not more than  
481 fifteen ~~(15)~~ working days in the fiscal year may be provided upon request of the American Red Cross and  
482 the employee's supervisor's approval. Leave granted under this act shall be only for services related to a  
483 disaster occurring within the boundaries of the State of Florida.

484 (2) Civil disorder or disaster leave is provided for an employee who is member of a  
485 volunteer fire department, police auxiliary or reserve, civil defense unit, or other law enforcement type  
486 organization to perform duties in time of civil disturbances, riots, and natural disasters, including an  
487 employee who is a member of the Civil Air Patrol or Coast Guard Auxiliary, and called upon to assist in  
488 emergency search and rescue missions. Such paid leave not affecting leave balances may be granted  
489 upon approval by the ~~president or designee university's representative~~ and shall not exceed two days on  
490 any one occasion.

491 (3) Athletic competition leave is provided for an employee who is a group leader,  
492 coach, official, or athlete who is a member of the official delegation of the United States team for athletic  
493 competition. Such paid leave not affecting leave balances shall be granted for the purpose of preparing  
494 for and engaging in the competition for the period of the official training camp and competition, not to  
495 exceed 30 days in a calendar year.

496 (4) Leave for re-examination or treatment with respect to service-connected  
497 disability is provided ~~by Section 110.119, Florida Statutes~~, for an employee who has such rating by the  
498 United State Department of Veterans Affairs and has been scheduled to be reexamined or treated for the  
499 disability. Upon presentation of written confirmation of having been so scheduled, such leave not  
500 affecting the employee's leave balances shall be approved and shall not exceed six ~~(6)~~ calendar days in  
501 any calendar year.

502 (e) Official Emergency Closings. The ~~president or president~~ <sup>University</sup> representative may  
 503 close the University, or portions of the University, in accordance with University policies and regulations  
 504 relating to natural disasters or other emergencies. Such closings will be only for the period it takes to  
 505 restore normal working conditions. Leave resulting from such an emergency closing shall not reduce  
 506 employees' leave balances. Emergency closures that cause leave-earning employees to miss regularly  
 507 scheduled assigned time (such as office hours, departmental meeting, etc.) shall be reported by the  
 508 employee after such an event as administrative (ADM) leave in accordance with UCF's timekeeping  
 509 procedures.

*This tracking helps the university to show how much a closure cost*

511 **17.151 Leave Without Pay.**

512 (a) Granting. ~~Upon request of an employee, If a leave is in the best interests of the~~  
 513 university, the university's representative shall has the ability to grant an employee's request for a leave  
 514 without pay for a period not to exceed one year unless the president or representative determines that  
 515 granting such leave would be inconsistent with the best interests of the University. Such leave may be  
 516 extended upon mutual agreement. Employees on leave without pay must update their conflict of  
 517 interest/commitment forms if there is any change from their last report. Employees given leaves of more  
 518 than twelve weeks must return to the University for at least one academic year after their return. If the  
 519 employee fails to return to the University for at least two consecutive semesters following participation in  
 520 the program, all fringe benefits must be repaid to the University within 60 days for resignation or job  
 521 abandonment.

*rephrase for readability*

522 (b) Salary Adjustment. The salary of an employee returning from uncompensated leave shall  
 523 be adjusted to reflect all non-discretionary increases distributed during the period of leave. ~~While on such~~  
 524 ~~leave, an employee shall be eligible to participate in any special salary incentive programs such as the~~  
 525 ~~Teaching Incentive Program.~~

*eligibility is determined by SChs, etc.*

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

529 (d) Accrual of Leave/Holiday Pay. While on leave without pay, the employee shall retain  
 530 accumulated sick leave and annual leave, but shall not accrue sick leave or annual leave nor be entitled to  
 531 holiday pay.

532 (e) Use of Accrued Leave During an Approved Period of Leave Without Pay.

533 (1) Use of accrued leave with pay is authorized during a leave of absence without  
 534 pay for parental, foster care, medical, or military reasons. Such use of leave with pay is provided under  
 535 the following conditions:

536 a. Notwithstanding the provisions of ~~Section 17.8(a)(2)~~ <sup>this Article</sup> regarding  
 537 the use of sick leave, an employee may use any type of accrued leave in an amount necessary to cover the  
 538 employee's contribution to the State insurance program and other expenses incurred by the employee  
 539 during an approved period of leave without pay ~~for parental, foster care, medical, or military reasons.~~  
 540 Under such circumstances, the employee must use a minimum of ten accrued leave hours per week.

541 b. Normally ~~the~~ use of accrued leave during a period of leave without pay for  
 542 parental or medical reasons shall be approved for up to six months, but may be approved for up to one  
 543 year for the serious health condition of the employee or a member of the employee's immediate family.

544 c. The employer contribution to the State insurance program shall continue for  
 545 the corresponding payroll periods.

546 (2) An employee's request for the use of accrued leave during a period of leave  
 547 without pay shall be made at the time of the employee's request for the leave without pay. Such request  
 548 shall include the amount of accrued leave the employee wishes to use during the approved period of leave  
 549 without pay. If circumstances arise during the approved leave ~~that which~~ cause the employee to  
 550 reconsider the combination of leave with and without pay, the employee may request approval of  
 551 revisions to the original approval, which will be reviewed by the University.