

ARTICLE 17
LEAVES

17.1 Leaves. There are various types of leave that the university offers. Employees are responsible for completely and accurately filling out all necessary paperwork, meeting deadlines and providing information in advance, and supplying their supervisors with all relevant information. During a leave, all employees must adhere to the provisions of Article 19, Conflict of Interest or Commitment/Outside Activity. An absence without approved leave shall subject the employee to discipline. 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.~~

~~**Requests for a Leave or Extension of Leave of One Semester or More:**~~

- ~~(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.~~
- ~~(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.~~

17.2 Return from Leave. An employee who returns from an approved leave of absence with or without pay shall normally 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.~~

17.3 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.

~~**17.4 17.4—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. 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 creditable tenure-earning for the purpose of determining eligibility for tenure, except by mutual agreement of the employee and the University,.~~ Time spent on family and~~

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

59 **17.5 Holidays.**

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

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

66 ~~(c) If an employee who has performed duties on a holiday terminates employment prior to~~
67 ~~being given time off, the employee shall be paid, upon termination, for the holiday hours worked within~~
68 ~~the previous twelve monthtwelve-month period.~~

70 **17.6 Family and Medical Leave Act (FMLA) Entitlements.**

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

80
81 **17.7 Modified Instructional Duties (MID) in case of birth or adoption.** Employees who elect the
82 MID are ineligible for Paid Parental Leave. Once a modified plan is agreed to by the employee and his or
83 her supervisor, it shall be reviewed by the dean or vice president. The dean or vice president shall either
84 approve the modified work plan, or work in collaboration with the supervisor and employee to try to
85 reach an acceptable solution. If the employee normally has an instructional assignment, then, after
86 consultation with the employee, the supervisor shall determine that the:

87 (a) assignment be changed to a non-instructional assignment for the academic semester during which
88 the child is expected to arrive; or

89 (b) employee's work schedule may be altered.

90
91 **17.8 Parental Leave Options.** ~~The University of Central Florida provides a supportive environment~~
92 ~~that enables employees to address the complexity of balancing their work and family commitments.~~ The
93 University provides the following leave options when an employee becomes a biological parent, a child is
94 placed for adoption in the employee's home, or the employee becomes the legal guardian of a child.
95 Modified Instructional Duties are not available for an employee on paid or unpaid parental leave **as**
96 **defined in this section.**

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

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

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

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

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

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

130 (6) Duration of paid parental leave.

131 Employees are eligible for paid parental leave as follows for the birth, adoption, or assumption of
132 legal guardianship of a child. Upon request, one of the following paid parental leave options may be
133 offered to employees as follows:-

134 (1) Nine- or twelve-month instructional employees may receive one regular (Fall or Spring)
135 semester;

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

138 (3) Twelve-month non-instructional, research, and clinical employees may receive up to 13
139 contiguous weeks of paid parental leave. An employee shall be granted, upon request, a paid parental leave
140 for a period of 19.5 contiguous weeks (for twelve-month instructional employees only), or one regular
141 (Fall or Spring) semester (for nine-month instructional employees only), (or up to 3 months (for non-
142 instructional employees only) for the birth, adoption, or assumption of legal guardianship of a child.

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

148 (3) The employee will request the use of paid parental leave in writing will sign a written
149 agreement detailing the terms of the paid parental leave. Participation in paid parental leave is contingent
150 upon execution of the signed agreement, no later than three months prior to the anticipated beginning of

151 the leave and the leave must occur no later than a semester immediately following the birth or adoption
152 event. A shorter notice period may be permitted for good cause and/or special circumstances at the
153 discretion of the provost or designee. Parental leave is separate from, but may run concurrent with,
154 medical or FMLA leave.

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

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

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

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

171 (8) Employees on paid parental leave cannot engage in outside employment unless approved
172 in advance.

173 ~~(b) Unpaid Parental Leave.~~

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

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

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

185 ~~_____ a. the university's representative or designee shall acknowledge to the
186 employee in writing the period of leave to be granted, and the date of return to employment.~~

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

191
192 **17.9 Leaves Due to Illness/Injury Sick Leave.** ~~When an employee is absent with a serious health
193 condition and wishes to request FMLA protection or is absent more than 10 days due to illness or injury,
194 a Medical or Parental Leave Request Form and a UCF Medical Certification Form must be submitted to
195 Human Resources as soon as practicable. Illness/Injury is defined as any physical or mental impairment
196 of health, including such an impairment proximately resulting from pregnancy, that does not allow an
197 employee to fully and properly perform the duties of the employee's position. When an employee's
198 illness/injury may be covered by the Americans with Disabilities Act, the provisions of Public Law 101-
199 336 shall apply.~~

200 ~~(a) Sick Leave.~~

201 ~~(a) Accrual of Sick Leave.~~

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

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

207
208 (2b) Uses of Sick Leave. It is the responsibility of the employee to report sick leave when any
209 scheduled time (such as a meeting, office hours, teaching, committee work), or if, due to illness or
210 hospitalization, fewer than eighty hours are worked during the reporting time period. The employee has
211 an obligation to inform their chair/supervisor as far in advance as possible to mitigate disruption to the
212 department/college. When utilizing sick leave, it is not permissible to engage in outside employment or to
213 receive payment for services.

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

217 (2)b- Sick leave shall be authorized for the following:

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

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

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

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

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

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

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

239 (3c)Certification. If an employee's request for absence or absence exceeds four consecutive days, or if
240 a pattern of absence is documented, the University may require an employee to furnish certification
241 signed by an attending health care provider affirming the medical reasons necessitating the absence and/or
242 the employee's ability to return to work. If the medical certification furnished by the employee is not
243 acceptable, the employee may be required to submit to a medical examination by a health care provider
244 who is not a University staff member, and which shall be paid for by the University. If the medical
245 certification indicates that the employee is unable to perform assigned duties, the University's president or
246 representative may place the employee on compulsory leave under the conditions set forth in that Section.

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

250 (5e)Payment for Unused Sick Leave.

251 (1)a- An employee with less than ten years of State-University service who
252 separates from State government/the University shall not be paid for any unused sick leave.

253 ~~_____~~(2)b. An eligible employee who has completed ten or more years of State
254 ~~and/or~~ University service, has not been found guilty or has not admitted to being guilty of committing,
255 aiding, or abetting any embezzlement, theft, or bribery in connection with ~~State government~~ government
256 University service, or has not been found guilty by a court of competent jurisdiction of having violated
257 any State law against or prohibiting strikes by public employees, and separates from ~~State government~~ the
258 University because of retirement for other than disability reasons, termination, or death, shall be
259 compensated for the employee's unused sick leave at the employee's current regular hourly rate of pay for
260 ~~one eighth of all unused sick leave accrued prior to October 1, 1973, plus~~ one-fourth of all unused sick
261 leave accrued ~~on or after October 1, 1973~~; provided that one-fourth of the unused sick leave ~~since 1973~~
262 does not exceed 480 hours.

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

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

275 ~~_____~~(5)f. ~~If an employee has received a lump sum payment for accrued sick leave,~~
276 ~~the employee may elect in writing, upon re-employment within 100 days, to restore the employee's~~
277 ~~accrued sick leave. Restoration will be effective upon the repayment of the full lump sum leave payment.~~

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

281 **17.10 _____ (b) Job-Related Illness/injury.**

282 ~~(1a)~~ An employee who sustains a job-related illness/injury that is compensable under the
283 Workers' Compensation Law shall be carried in full-pay status for a period of medically certified
284 illness/injury not to exceed seven days immediately following the illness/injury, or for a maximum of
285 forty work hours if taken intermittently without being required to use accrued sick or annual leave.

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

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

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

295 ~~_____~~(3c) This period of leave with or without pay shall be in accordance with Chapter 440
296 (Worker's Compensation), Florida Statutes.

297 ~~_____~~(4d) If, at the end of the leave period, the employee is unable to return to work and
298 perform assigned duties, the ~~University's president or~~ representative ~~should~~ shall advise the employee, as
299 appropriate, of the Florida Retirement System's disability provisions and application process, and may,
300 based upon a current medical certification by a health care provider prescribed in accordance with
301 Chapter 440 (Worker's Compensation), Florida Statutes ~~r,~~ ~~and taking the University's needs into account:~~

302 a. ~~offer the employee part time employment;~~

303 b. ~~place the employee in leave without pay status or extend such status;~~

304 e. ~~request the employee's resignation; or~~
305 d. ~~release the employee from employment, notwithstanding any other provisions of this Agreement.~~

307 **17.11** ~~(e)~~ **Compulsory Leave.**

308 ~~(+a)~~ Placing Employee on Compulsory Leave.

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

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

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

326 ~~(b2)~~ Conditions of Compulsory Leave.

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

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

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

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

342 ~~(4d)~~ Failure to Complete Conditions of Compulsory Leave or Inability to Return to
343 Work. If the employee fails to fulfill the terms and conditions of a compulsory leave, ~~and/or~~ is unable to
344 return to work and perform assigned duties at the end of a leave period, ~~and/or is not found to be fit for~~
345 ~~such,~~ the University's ~~president or~~ representative shall ~~ould~~ advise the employee, as appropriate, ~~of the~~
346 ~~Florida Retirement System's disability provisions and application process to contact HR Benefits. The~~
347 ~~university's representative, and may, based upon the University's needs:~~

- 348 a. ~~offer the employee part time employment;~~
- 349 b. ~~place the employee in leave without pay status in or extend such status;~~
- 350 c. ~~request the employee's resignation; or~~

351 d. ~~release the employee from employment, notwithstanding any other provisions of this~~
352 Agreement.
353

354 **17.129 Annual Leave.**

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

357 (1) Full-time employees appointed for more than nine months; ~~except employees on~~
358 ~~academic year appointments,~~ shall accrue annual leave at the rate of 6.77~~69~~ hours biweekly ~~or 14.667~~
359 ~~hours per month (or a number of hours that is directly proportionate to the number of days worked during~~
360 ~~less than a full pay period for full-time employees);~~ and the hours accrued shall be credited at the
361 conclusion of each pay period or, upon termination, at the effective date of termination. Employees may
362 accrue annual leave in excess of the year end maximum during a calendar year. Employees with accrued
363 annual leave in excess of the year end maximum as of December 31, shall have any excess converted to
364 sick leave on an hour-for-hour basis ~~on in the pay period containing~~ January 1 of each year.

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

368 (3) ~~Academic year employees and employees appointed for less than nine months~~
369 ~~shall not accrue annual leave.~~

370 ~~(4) At the request of the employee, he or she shall be permitted to use accrued annual~~
371 ~~leave for all or part of medical or parental leave.~~

372 (b) Use and Transfer of Annual Leave.

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

381 ~~(2) An employee may transfer into an annual leave accruing position up to forty-four~~
382 ~~days of unused leave accrued in the University classification and pay plan in which previously employed;~~
383 ~~provided the employee has not received payment for such leave and no more than thirty-one days have~~
384 ~~elapsed between jobs.~~

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

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

393 (c) Payment for Unused Annual Leave.

394 (1) ~~Prior to termination from an annual leave accruing contract, or transfer from an~~
395 ~~annual leave accruing contract to an academic year contract, the university's representative shall~~
396 ~~determine whether the employee has the ability to reduce their accrued annual leave balance prior to~~
397 ~~termination or reassignment to an academic year contract. If the employee does not have the opportunity~~
398 ~~to reduce the balance, the University shall pay the employee for up to forty-four days (352 hours) of~~
399 ~~unused annual leave. Payment of the accrued annual leave shall be at the employee's last rate of pay~~
400 ~~under which they were paid in the annual leave accruing position. All unused annual leave in excess of~~
401 ~~forty-four days (352 hours) shall be forfeit. Upon termination from an annual leave accruing contract, or~~
402 ~~transfer from an annual leave accruing contract to an academic year contract, the University shall pay the~~
403 ~~employee for up to forty-four days (352 hours) of unused annual leave at the calendar year rate the~~
404

405 ~~employee was accruing as of the employee's last day of work, provided that a determination has been~~
406 ~~made by the president or representative that the employee was unable to reduce the unused annual leave~~
407 ~~balance prior to termination or reassignment to an academic year contract. All unused annual leave in~~
408 ~~excess of forty four days (352 hours) shall be transferred to the employee's sick leave.~~

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

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

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

417
418 **17.143 Administrative Leaves.**

419 (a) Jury Duty and Court Appearances.

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

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

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

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

437 (b) Military Leave.

438 (1) Short-term Military Training. An employee who is a member of the United
439 States Armed Forces Reserve, including the National Guard, upon presentation of a copy of the
440 employee's official orders, letter from the Commanding Officer or appropriate military certification, shall
441 be granted leave with pay during periods in which the employee is engaged in annual field training or
442 other active or inactive duty for training exercises. Such leave with pay shall not exceed two hundred and
443 forty hours in any one university fiscal year (July 1 – June 30). Additional leave for training may be taken
444 as ordered by the military, however annual leave, compensatory leave or leave without pay may be
445 utilized to cover the additional time necessary for training.

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

449 (3) Other Military Leave.

450 a. An employee, except an employee who is employed in a temporary
451 position or employed on a temporary basis, who is drafted, who volunteers for active military service, or
452 who is ordered to active duty (not active duty training) shall be granted leave in accordance with Chapter
453 43 of Title 38, United States Code.

454 b. Such leave of absence shall be verified by official orders or appropriate
455 military certification. The first thirty days of such leave shall be with full pay and shall not affect an

456 employee's annual or sick leave balance. The remainder of military leave shall be without pay unless the
457 employee elects to use accumulated annual leave or appropriate leave as provided in this Article, or the
458 employer exercises its option to supplement the employee's military pay. Leave payment for the first
459 thirty days shall be made only upon receipt of documentation from appropriate military authority.

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

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

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

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

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

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

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

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

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

504
505 **17.141 Leave Without Pay.**

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

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

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

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

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

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

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

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

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

539 (2) An employee's request for the use of accrued leave during a period of leave
540 without pay shall be made at the time of the employee's request for the leave without pay. Such request
541 shall include the amount of accrued leave the employee wishes to use during the approved period of leave
542 without pay. If circumstances arise during the approved leave ~~that which~~ cause the employee ~~or~~
543 ~~supervisor~~ to reconsider the combination of leave with and without pay, the employee ~~or supervisor~~ may
544 request approval of revisions to the original approval, which will be reviewed by the University.
545
546