

1 ARTICLE 17  
2 LEAVES AND TIME OFF

3 17.1 Leaves. There are various types of leave of absence and time off that the  
4 university offers. Employees are responsible for completing all necessary  
5 leave/time off paperwork, informing their supervisors of their leave/time off  
6 request, and meeting deadlines before and after the leave/time off. An absence  
7 without approved leave/time off or extension of leave shall subject the employee  
8 to the provisions of the Discipline Article 16. An employee’s request for use of  
9 leave for an event covered by the provisions of the Family and Medical Leave Act  
10 (FMLA) of 1993 (Public Law 103-3) shall be submitted and responded to in  
11 accordance with the provisions of the FMLA and its implementing regulations.  
12 When an employee is absent with a serious health condition and wishes to  
13 request FMLA protection or is absent more than 10 days due to illness or injury, a  
14 Medical or Parental Leave Request ~~Form~~ and a UCF Medical Certification Form  
15 must be submitted to Human Resources as soon as practicable. When an  
16 employee’s illness/injury may be covered by the Americans with Disabilities Act  
17 (ADA), the provisions of ADA shall apply.

18 (a) Accrual During Leaves. An employee shall accrue normal leave/time off  
19 credits while on compensated leave in full-pay status, or while participating in  
20 sabbatical or professional development programs. If an employee is on  
21 compensated leave in less than full-pay status for other than sabbaticals or  
22 professional development programs, the employee shall accrue leave/time off in  
23 proportion to their pay status. Employees who are on leave without pay will not  
24 accrue leave/time off.

25 (b) Holidays.  
26 (1) An employee shall be entitled to observe all UCF-designated holidays.  
27 No classes or examinations shall be scheduled on holidays. Classes not held  
28 because of a holiday shall not be rescheduled.

29 (2) Supervisors are encouraged not to require an employee to perform  
30 duties on holidays; however, an employee required to perform duties on holidays  
31 shall have the employee’s schedule adjusted to provide equivalent time off, up to  
32 a maximum of eight hours for each holiday worked.

Commented [CP1]: The new terminology for "sick leave" or "annual leave" is "sick time off" and "annual time off."

Commented [CR2R1]: In the interest of reaching agreement, BOT proposes uses both old and new terms wherever it is sensible to do so.

33 (c) Tenure Credit During Periods of Leave. Time spent on paid or unpaid  
 34 leave/time off for up to 160 hours in a semester shall be tenure-earning. A  
 35 semester during which an employee spends more than 160 hours on approved  
 36 leave/time off, whether paid or unpaid, shall not be tenure-earning unless  
 37 otherwise mutually agreed to by the employee and the University’s  
 38 representative in writing at the time such leave begins. Approved leaves where  
 39 more than 160 hours in a semester are taken are automatically non-tenure-  
 40 earning (mandatory tenure clock extension) unless the leave is granted to  
 41 perform research/creative activity. An employee may make a written request to  
 42 the university’s representative to modify their existing tenure credit using the  
 43 tenure clock adjustment form provided by Academic Affairs.

**Commented [CP3]:** Note that employees that do not document/report any approved leave/time off will not be eligible for tenure credit.

44 (d) Requests for a Leave or Extension of Leave of One Semester or More.  
 45 (1) For a leave of one semester or more, an employee shall make a written  
 46 request at least 120 days prior to the beginning of the proposed leave, if  
 47 practicable.

48 (2) For an extension of a leave of one semester or more, an employee shall  
 49 make a written request at least sixty days before the planned end of the leave, if  
 50 practicable.

51 (3) The University shall approve or deny such request in writing no later  
 52 than thirty days after receipt of the request.

53 (e) Return from Leave. An employee who returns from an approved leave of  
 54 absence with or without pay shall be returned to the same classification, unless  
 55 the University and the employee agree in writing to other terms and conditions.

56 17.2 Sick Leave/Time Off.

57 (a) Accrual of Sick Leave/Time Off. Paid sick~~Sick leave/time off shall be accrued~~  
 58 ~~before being taken , provided that an employee who participates in a sick time~~  
 59 ~~pool shall not be prohibited from using sick time off otherwise available to the~~  
 60 ~~employee through the sick time pool.~~

**Commented [CP4]:** Moved up from a section below- (reorganized to a better location).

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

65 (2) A part-time employee shall accrue sick leave/time off at a rate directly  
66 proportionate to the percent of time employed.

67 (b) Use of Sick Leave/Time Off. It is the responsibility of the employee to report  
68 sick leave/time off when any scheduled time/duty (such as a meeting, office  
69 hours, teaching, committee work) is missed, or if, due to illness or hospitalization,  
70 fewer than eighty hours are worked during the reporting time period. A  
71 continuous period of sick leave/time off commences with the first day of absence  
72 and includes all subsequent days until the employee returns to work. For this  
73 purpose, Saturdays, Sundays, and official holidays observed by the State shall not  
74 be counted unless the employee is scheduled to work on such days. During any  
75 seven-day period, the maximum number of days of sick leave/time off charged  
76 against any employee shall be five days, or 40 hours.

77 The employee has an obligation to inform their chair/supervisor as far in  
78 advance as possible to mitigate disruption to the department/college. An  
79 employee who requests requires the use of sick leave/time off must notify their  
80 immediate supervisor as soon as practicable and shall report approved such  
81 leave/time off in accordance with UCF's timekeeping procedures. When utilizing  
82 sick leave/time off, it is not permissible to engage in outside employment or to  
83 receive payment for services. Sick leave/time off is not to be used as a substitute  
84 for annual leave/time off.

85 Sick leave/time off shall be authorized for the following:

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

89 (2) Sick leave shall be authorized for the following:

90 a.—The employee's personal illness/injury, exposure to a contagious disease  
91 which would endanger others, or disability where the employee is unable to  
92 perform their assigned duties.

93 (2) b.—The employee's personal appointments with a health care provider(s)  
94 that are impossible to schedule around assigned duties.

95 (3) c.—The illness/injury of a member of the employee's immediate family,  
96 at the discretion of the supervisor. Approval of requests for use of reasonable  
97 amounts of sick leave/time off for caring for a member of the employee's  
98 immediate family shall not be unreasonably withheld.

**Commented [CP5]:** Moved up from below where it makes more sense.

**Commented [CP6]:** Moved to this section where it makes more sense; some language changes.

**Commented [CP7]:** Clarifies next section of when sick time may be used for an absence.

**Commented [CP8]:** Moved up to 17.2; Makes more sense in the accrual section.

**Commented [CP9]:** New language that enables faculty to schedule appts. during the week around scheduled activities.

99 ~~d.(4)~~ — The death of a member of the employee's immediate family, at  
100 the discretion of the supervisor. Approval of requests for use of reasonable  
101 amounts of sick ~~leave/time off~~ for the death of a member of the employee's  
102 immediate family shall not be unreasonably withheld.

103 ~~(3c) A continuous period of sick leave commences with the first day of  
104 absence and includes all subsequent days until the employee returns to work. For  
105 this purpose, Saturdays, Sundays, and official holidays observed by the State shall  
106 not be counted unless the employee is scheduled to work on such days. During  
107 any seven-day period, the maximum number of days of sick leave charged against  
108 any employee shall be five days, or 40 hours.~~

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

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

115  
116 ~~(e)~~ Certification. If an employee's absence or request for ~~absence-sick~~  
117 ~~leave/time off~~ exceeds four consecutive days, or if a pattern of absence is  
118 documented, the University may require an employee to furnish certification  
119 signed by an attending health care provider(s) affirming the medical reasons  
120 necessitating the absence and/or the employee's ability to return to work. If the  
121 medical certification furnished by the employee is not acceptable, the employee  
122 may be required to submit to a medical examination by a health care provider(s)  
123 who is not a University staff member, and which shall be paid for by the  
124 University. If the medical certification indicates that the employee is unable to  
125 perform assigned duties, the university's representative may place the employee  
126 on recovery leave under the conditions set forth in that ~~S~~section.

127 (1) Return to work certification. If medical certification is required to return  
128 to work, that certification must be provided at least seven days before the date of  
129 return indicated on the medical leave paperwork. If the medical certification is  
130 not provided within seven days before their medical certification expires, and no  
131 updates have been provided, the employee will be considered to have abandoned  
132 their position.

**Commented [CP10]:** Moved up to the "use of sick time off" section

**Commented [CP11]:** Moved up to the "use of sick time off" section.

133 (2) Notwithstanding paragraph (1) above, if the employee’s failure to  
 134 provide an update is for a reason beyond the control of the employee and the  
 135 employee or representative notifies the University as soon as practicable with a  
 136 reasonable and supportable explanation, the employee will not be considered to  
 137 have abandoned the position.

138 (d) Payment for Unused Sick Leave/Time Off.

139 (1) An employee with less-fewer than ten years of University service who  
 140 separates from the University shall not be paid for any unused sick leave/time off.

141 (2) An eligible employee who has been continuously employed in a non-OPS  
 142 position; has completed ten or more years of University service; has not been  
 143 found guilty or has not admitted to being guilty of committing, aiding, or abetting  
 144 any embezzlement, theft, or bribery in connection with University service; or has  
 145 not been found guilty by a court of competent jurisdiction of having violated any  
 146 State law against or prohibiting strikes by public employees, and separates from  
 147 the University because of retirement for other than disability reasons,  
 148 termination, or death, shall be compensated for the employee’s unused sick  
 149 leave/time off at the employee's current regular hourly rate of pay for one-fourth  
 150 of all unused sick leave/time off accrued provided that one-fourth of the unused  
 151 sick leave/time off does not exceed 480 hours.

152 (3) All payments to eligible employees for unused sick leave/time off shall  
 153 be made in lump sum and shall not be used in determining the average final  
 154 compensation of an employee in any State administered retirement system. An  
 155 employee shall not be carried on the payroll beyond the last official day of  
 156 employment, except that an employee under retirement age who is unable to  
 157 perform duties because of a disability may be continued on the payroll until they  
 158 reach retirement age or all sick leave/time off is exhausted, whichever occurs  
 159 first.

160 ~~(4) If an employee has received a lump sum payment for accrued sick leave,~~  
 161 ~~the employee may elect in writing, upon re-employment within 100 days, to~~  
 162 ~~restore the employee's accrued sick leave. Restoration will be effective upon the~~  
 163 ~~repayment of the full lump sum leave payment.~~

164 (5) In the event of the death of an employee, payment for unused sick  
 165 leave/time off at the time of death shall be made to the employee's beneficiary,  
 166 estate, or as provided by law.

Commented [CP12]: Clarification of statement.

Commented [CP13]: Provision not needed, to my knowledge, never used.

167 **17.3 Job-Related Illness/injury.**

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

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

176 (1) The employee may elect to use accrued sick or annual leave/time off in  
177 an amount necessary to receive salary payment that will increase the Workers'  
178 Compensation payments to the total salary being received prior to the occurrence  
179 of the illness/injury. In no case shall the employee's salary and Workers'  
180 Compensation benefits exceed the amount of the employee's regular salary  
181 payments; or

182 (2) The employee shall be placed on leave without pay and shall receive  
183 normal Workers' Compensation benefits if the employee has exhausted all  
184 accrued sick and annual leave/time off, or the employee elects not to use accrued  
185 sick or annual leave/time off.

186 (c) This period of leave with or without pay shall be in accordance with  
187 Chapter 440 (Worker's Compensation), Florida Statutes.

188 (d) If, at the end of the leave period, the employee is unable to return to work  
189 and perform assigned duties, the University's representative shall advise the  
190 employee, as appropriate, of the Florida Retirement System's disability provisions  
191 and application process, and may, based upon a current medical certification by a  
192 health care provider(s) prescribed in accordance with Chapter 440 (Worker's  
193 Compensation), Florida Statutes, and taking the University's needs into account:

- 194 (1) offer the employee part-time employment;
- 195 (2) place the employee on leave without pay status or extend such status;
- 196 (3) request the employee's resignation; or
- 197 (4) release the employee from employment, notwithstanding any other  
198 provisions of this Agreement.

17.4 Annual Leave/Time Off.

(a) Accrual of Annual Leave/Time Off. Academic year employees and employees appointed for fewer than nine months shall not accrue annual leave/time off.

(1) Full-time employees appointed for more than nine months shall accrue annual leave/time off at the rate of 6.77 hours biweekly and the hours accrued shall be credited at the conclusion of each pay period or, upon termination, at the effective date of termination. Employees may accrue annual leave/time off in excess of the year-end maximum during a calendar year. Employees with accrued annual leave/time off in excess of the year end maximum as of December 31, shall have any excess converted to sick leave/time off on an hour-for-hour basis in the pay period containing, or immediately following, January 1 of each year.

(2) Part-time employees appointed for more than nine months shall accrue annual leave/time off at a rate directly proportionate to the FTE while under contract.

(b) Use and Transfer of Annual Leave/Time Off.

~~(1)~~ Annual leave/time off shall be accrued before being taken. All requests for annual leave/time off shall be submitted by the employee to the supervisor as far in advance as possible. Approval of the dates on which an employee wishes to take annual leave/time off shall be at the discretion of the supervisor and shall be subject to the consideration of departmental/unit and organizational scheduling. An employee who becomes eligible for the use of sick leave/time off while on approved annual leave/time off shall, upon notifying and receiving approval from their immediate supervisor, substitute accrued sick leave/time off to cover such circumstances.

(c) Payment for Unused Annual Leave/Time Off.

(1) Prior to termination from an annual leave/time off accruing contract, or transfer from an annual leave/time off 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/time off 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/time off. Payment of the accrued annual leave/time off shall be at the employee's last rate

Commented [CP14]: Moved this from the sick leave in former section (5) above- makes more sense here, with an addition to add "receiving approval from"

233 of pay under which they were paid in the annual leave time off accruing position.  
234 All unused annual leave time off in excess of forty-four days (352 hours) shall be  
235 forfeited.

236 (2) In the event of the death of an employee, payment for all unused annual  
237 leave time off at the time of death, up to 352 hours, shall be made to the  
238 employee's beneficiary, estate, or as provided by law.

239 **17.5 Family and Medical Leave Act (FMLA) Entitlements.** The Family and Medical  
240 Leave Act of 1993 ("FMLA") (<https://www.dol.gov/>) is the common name for the  
241 federal law providing eligible employees an entitlement of up to twelve  
242 workweeks (i.e., 480 hours) of continuous leave or up to 480 hours of  
243 intermittent leave without pay for qualified family or medical reasons during a  
244 one-year period. This Act entitles the employee to take leave without pay; where  
245 University policies permit, employees may use accrued ~~leave with pay sick and/or~~  
246 annual leave/time off at their discretion during any qualifying family or medical  
247 leave. Employees are entitled to use FMLA in accordance with law and University  
248 policy. The failure to list, define, or specify any particular provision or portion of  
249 the FMLA in this Agreement shall in no way constitute a waiver of any of the  
250 rights or benefits conferred to the employer or the employee through the FMLA.

251 **17.6 Modified Instructional Duties (MID) in case of birth or adoption.** Employees  
252 who elect the MID are ineligible for Paid Parental Leave for the same birth ~~or~~  
253 adoption, or guardianship event. If the employee normally has an instructional  
254 assignment, then, after consultation with the employee, the supervisor shall  
255 determine that the:

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

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

259 Once a modified plan is agreed to by the employee and his or her supervisor, it  
260 shall be reviewed by the dean or vice president. The dean or vice president shall  
261 either approve the modified work plan, or work in collaboration with the  
262 supervisor and employee to try to reach an acceptable solution.

263 **17.7 Parental Leave Options.** The University provides the following leave options  
264 when an employee becomes a biological parent, a child is placed for adoption in

**Commented [CP15]:** Is this the best name for this program?

**Commented [CR16R15]:** BOT recommends keeping the current name at least for the contract now being negotiated.

**Commented [CP17]:** Time may be needed for this circumstance.



265 the employee’s home, or the employee becomes the legal guardian of a child.  
 266 **Modified Instructional Duties** are not available for an employee on paid or unpaid  
 267 parental leave as defined in this section.

**Commented [CP18]:** Make sure if name is changed to change it throughout.

**Commented [CR19R18]:** BOT recommends keeping the current name at least for the contract now being negotiated.

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

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

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

289 (3) Commitment to Return. The employee must agree in writing to return  
 290 to University employment for at least one academic year (i.e., consecutive fall and  
 291 spring (or spring and fall) semesters) following participation in the program or  
 292 reimburse UCF within 60 days. This time does not include time awarded for a  
 293 sabbatical or other type of leave. For example, it would be possible for a nine-  
 294 month employee to take a sabbatical and then opt for the paid parental leave  
 295 program. In that case, the employee would need to return to active university  
 296 service for one year for each of the programs; in this example, two academic  
 297 years.

298 (4) Repayment and Reimbursement. Repayment of salary, retirement,  
299 benefits, and expenses received during paid parental leave shall be required in  
300 those instances where payments are made in the absence of a signed agreement  
301 by the employee, or when the employee fails to comply with the terms of the  
302 program. An employee who makes use of paid parental leave and who remains in  
303 University employment for at least one academic year (calendar year for non-  
304 instructional faculty) following participation in the parental leave program shall  
305 have the total number of hours used deducted from the employee's sick  
306 leave/time off and/or annual leave/time off balances (with sick leave/time off  
307 being deducted first) that the employee has remaining at the time of separation  
308 from the University, or upon transferring between an annual leave/time off and  
309 non-annual leave/time off accruing contract.

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

312 (6) Duration of paid parental leave.

313 Upon request, one of the following paid parental leave options shall be  
314 granted to employees as follows:

315 a. Twelve-month non-instructional, research, and clinical employees  
316 shall receive up to 16 contiguous weeks of paid parental leave;

317 b. Twelve-month instructional employees have the option of taking  
318 leave for the duration of the summer term (usually May 8 until August 7); or

319 c. Nine- or twelve-month instructional employees shall receive one  
320 regular (Fall or Spring) semester.

321 (b) Unpaid Parental Leave.

322 (1) An employee who is ineligible or chooses not to use modified  
323 instructional duties (MID) or paid parental leave, ~~the employee~~ may request and  
324 shall be granted an unpaid parental leave not to exceed six months.

325 (2) Employees on unpaid parental leave may use up to six weeks of accrued  
326 sick leave/time off for the period ~~of leave~~ immediately following the birth of a  
327 child (or eight weeks following a C-Section). Parental leave beyond the six-week  
328 period may be covered by other accrued paid leave or remain a period of unpaid  
329 leave during an approved parental leave of absence.

330 (3) The period of parental leave shall begin no more than two weeks before  
331 the expected date of the child's arrival. Employees must complete the

332 appropriate forms 30 days before the anticipated date of birth, ~~or~~ adoption, or  
333 guardianship.

334 a. the university’s representative shall acknowledge to the employee in  
335 writing the period of leave to be granted, and the date of return to employment.

336 b. any illness/injury caused or contributed to by pregnancy, when  
337 certified by a health care provider(s), shall be treated as temporary disability if  
338 requested, and the employee shall be allowed to use accrued sick leave /time off  
339 credits. In such a case, a Medical or Parental Leave Request ~~Form~~ and a UCF  
340 Medical Certification Form is required.

341 **17.8 Leave Without Pay.**

342 (a) Granting. If a leave is in the best interests of the university, the university’s  
343 representative has the ability to grant an employee’s request for a leave without  
344 pay for a period not to exceed one year. Such leave may be extended upon  
345 mutual agreement. Employees on leave without pay must update their conflict of  
346 interest/commitment forms if there is any change from their last report.  
347 Employees given leaves of more than twelve weeks must return to the University  
348 for at least one academic year after their return. If the employee fails to return to  
349 the University for at least two consecutive semesters following their approved  
350 leave participation in the program, all fringe benefits must be repaid to the  
351 University within 60 days for resignation or job abandonment.

352 (b) Salary Adjustment. The salary of an employee returning from  
353 uncompensated leave shall be adjusted to reflect all non-discretionary increases  
354 distributed during the period of leave. Such leave will not affect eligibility to  
355 participate in any special salary incentive programs such as the Research Incentive  
356 Award.

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

360 (d) Accrual of Leave /Time Off/; Holiday Pay. While on leave without pay, the  
361 employee shall retain accumulated sick leave /time off and annual leave /time off,  
362 but shall not accrue sick leave /time off or annual leave /time off nor be entitled to  
363 holiday pay.

364 (e) Use of Accrued Leave Time Off During an Approved Period of Leave  
365 Without Pay.

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

369 a. Notwithstanding the provisions of this Article regarding the use of  
370 sick leave time off, an employee may use any type of accrued leave time off in an  
371 amount necessary to cover the employee's contribution to the State insurance  
372 program and other expenses incurred by the employee during an approved  
373 period of leave without pay. Under such circumstances, the employee must use a  
374 minimum of ten accrued leave time off hours per week.

375 b. Normally use of accrued leave time off during a period of leave  
376 without pay for parental or medical reasons shall be approved for up to six  
377 months, but may be approved for up to one year for the serious health condition  
378 of the employee or a member of the employee's immediate family.

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

381 (2) An employee's request for the use of accrued leave time off during a  
382 period of leave without pay shall be made at the time of the employee's request  
383 for the leave without pay. Such request shall include the amount of accrued  
384 leave time off the employee wishes to use during the approved period of leave  
385 without pay. If circumstances arise during the approved leave that cause the  
386 employee to reconsider the combination of leave with and without pay, the  
387 employee may request approval of revisions to the original approval, which will  
388 be reviewed by the University.

389 17.9 Administrative Leaves Time Off.

390 (a) Jury Duty and Court Appearances.

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

396 (2) An appearance as an expert witness for which an employee receives  
397 professional compensation falls under the Conflict of Interest/Commitment

398 Article 19 and the University's policies and regulations relative to outside  
399 employment/conflict of interest. Such an appearance may require the employee  
400 to request annual leave/time off, or, in the case of a non-annual leave/time off  
401 accruing employee, they may request a modified work schedule.

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

408 (4) An employee involved in personal litigation during work hours must  
409 request annual leave/time off or, if a non-annual leave/time off accruing  
410 employee, must request a modified work schedule or record ~~leave without~~  
411 ~~pay~~unpaid leave/time off.

412  
413 (b) Military Leave.

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

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

428 (3) Other Military Leave.

429 a. An employee, except an employee who is employed in a temporary  
430 position or employed on a temporary basis, who is drafted, who volunteers for  
431 active military service, or who is ordered to active duty (not active duty training)

432 shall be granted leave in accordance with Chapter 43 of Title 38, United States  
433 Code.

434 b. Such leave of absence shall be verified by official orders or  
435 appropriate military certification. The first thirty days of such leave shall be with  
436 full pay and shall not affect an employee's annual or sick leave time off balance.  
437 The remainder of military leave shall be without pay unless the employee elects  
438 to use accumulated annual leave time off or appropriate leave time off as  
439 provided in this Article, or the employer exercises its option to supplement the  
440 employee's military pay. ~~Leave-p~~Payment for the first thirty days shall be made  
441 only upon receipt of documentation from appropriate military authority.

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

444 d. Use of accrued ~~leave-annual leave~~ time off is authorized during a  
445 military leave without pay in accordance with this Article.

446 (c) Leave Pending Investigation. When the University's representative has  
447 reason to believe that the employee's presence on the job will adversely affect  
448 the operation of the University, the University's representative may immediately  
449 place the employee on leave pending investigation of the event(s) leading to that  
450 belief. The leave pending investigation shall commence immediately upon the  
451 university's representative providing the employee with a written notice. The  
452 leave shall be with pay, with no reduction of accrued leave.

453 (d) Other Leaves Provided Not Affecting Accrued Leave ~~-Time Off~~ Balances. An  
454 employee may be granted the following other leaves time off not affecting their  
455 accrued leave balances:

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

462 (2) Civil disorder or disaster leave is provided for an employee who is  
463 member of a volunteer fire department, police auxiliary or reserve, civil defense  
464 unit, or other law enforcement type organization to perform duties in time of civil  
465 disturbances, riots, and natural disasters, including an employee who is a member

466 of the Civil Air Patrol or Coast Guard Auxiliary, and called upon to assist in  
467 emergency search and rescue missions. Such paid leave /time off not affecting  
468 leave-accrual balances may be granted upon approval by the university's  
469 representative and shall not exceed two days on any one occasion.

470 (3) Athletic competition leave /time off is provided for an employee who is  
471 a group leader, coach, official, or athlete who is a member of the official  
472 delegation of the United States team for athletic competition. Such paid leave /  
473 time off not affecting leave-accrual balances shall be granted for the purpose of  
474 preparing for and engaging in the competition for the period of the official  
475 training camp and competition, not to exceed 30 days in a calendar year.

476 (4) Leave /time off for re-examination or treatment with respect to service-  
477 connected disability is provided for an employee who has such rating by the  
478 United State Department of Veterans Affairs and has been scheduled to be  
479 reexamined or treated for the disability. Upon presentation of written  
480 confirmation of having been so scheduled, such leave /time off not affecting the  
481 employee's leave balances shall be approved and shall not exceed six calendar  
482 days in any calendar year.

483 (e) Official University Closings. The University's representative may close the  
484 University, or portions of the University, in accordance with University policies  
485 and regulations relating to natural disasters or other emergencies. Such closings  
486 will be only for the period it takes to restore normal working conditions.  
487 Leave /time off resulting from such an emergency closing shall not reduce  
488 employees' leave /time off accrual balances and should be recorded as  
489 administrative (ADM) leave /Emergency Closing Time Off. University closures that  
490 cause leave-earning employees to miss regularly scheduled assigned time/duties  
491 (such as office hours, departmental meeting, etc.) shall be reported by the  
492 employee after such an event ~~as ADM~~ in accordance with UCF's timekeeping  
493 procedures.

494 **17.10 Recovery Leave.**

495 The purpose of recovery leave is to provide employees with serious medical  
496 conditions and/or disabilities the opportunity to dedicate themselves to recovery  
497 and/or healing with the hope of returning the employees to a productive status.  
498 Eligible employees are those who, due to a serious medical condition or disability,  
499 are unable to perform the essential functions of their job either with or without a

500 reasonable accommodation. Recovery leave should not be used in lieu of a  
 501 reasonable accommodation if one is available. This section of the Agreement  
 502 outlines the process used to determine an employee’s fitness for duty and/or  
 503 their prognosis for returning fit for duty. Employees who experience serious  
 504 medical conditions and/or disabilities are encouraged to contact Human  
 505 Resources with questions about benefits, including disability insurance, and other  
 506 options, and to contact the Office of Institutional Equity with questions about  
 507 potential accommodations.

508 (a) Placing Employee on Recovery Leave.

509 (1) Employee-Initiated: If a health care provider(s) certifies that an  
 510 employee will not be able to perform the essential functions of his or her job  
 511 either with or without reasonable accommodations due to a serious medical  
 512 condition or disability for three months or longer, the employee may request to  
 513 be placed on recovery leave.

514 (2) Employer-Initiated: If an employee’s immediate supervisor and his or  
 515 her dean/vice-president reasonably believe that (i) the employee is unable to  
 516 perform the essential functions of his or her job either with or without reasonable  
 517 accommodation due to a serious medical condition or disability, or (ii) the  
 518 employee poses a direct threat to his or her own safety or the safety of others,  
 519 the university representative may place the employee on paid administrative  
 520 leave during which time the employee is obligated to seek an appointment as  
 521 described below. The employee would then be required to submit to a fitness for  
 522 duty (or independent medical) examination, the results of which shall be released  
 523 to the University, by a health care provider(s) chosen through its EAP provider  
 524 and paid by the University, or by a health care provider(s) chosen and paid by the  
 525 employee who is also acceptable to the president or representative. Such health  
 526 care provider(s) shall submit the appropriate medical certification(s) to the  
 527 University.

528 a. If the University agrees to accept the employee's choice of a health  
 529 care provider(s), the University may not then require another University-paid  
 530 fitness for duty examination for at least six months.

531 b. It is the responsibility of the employee to notify the University in a  
 532 timely manner of any delay in scheduling or completing the required fitness for  
 533 duty (or independent medical) examination. If the employee does not make

Commented [CP20]: Not affiliated with UCF (COM)



534 arrangements for a fitness for duty (or independent medical) examination during  
535 their period of paid administrative leave, the employee shall be terminated at the  
536 end of the paid administrative leave.

537 c. Prior to the fitness for duty (or independent medical) examination,  
538 the health care provider(s) shall be provided by the University a description of the  
539 essential functions of the employee’s job and information from the appropriate  
540 AESP about what would constitute satisfactory performance by the employee.

541 d. Before the employee is seen by the medical health professional, the  
542 University must provide a written statement for the health care provider(s) of its  
543 objective justifiable suspicion based on specific facts or circumstances that an  
544 employee is reasonably unable to perform the essential functions of his/her job  
545 as a result of a serious medical condition or disability.

546 e. If the fitness for duty examination does not establishes that the  
547 employee is unable to perform the essential functions of his or her job, the  
548 university representative shall place the employee on recovery leave. Otherwise,  
549 the employee’s paid administrative leave shall end, and the employee shall return  
550 to their assigned duties to the extent practical.

551 (b) Conditions of Recovery Leave.

552 (1) Written notification to the employee placing the employee on recovery  
553 leave shall include the duration of the recovery leave period and the conditions  
554 under which the employee may return to work. These conditions may include the  
555 requirement of the successful completion of, or participation in, a program of  
556 rehabilitation or treatment, and follow-up medical certification(s) by the health  
557 care provider, or one chosen by UCF, as appropriate a health care provider(s)  
558 chosen through UCF’s EAP provider and paid by the University, or by a health  
559 care provider(s) chosen and paid by the employee who is also acceptable to the  
560 president or representative.

561 (2) The recovery leave period may be leave with pay or leave without pay.  
562 If the recovery leave combines the use of accrued leave/-time off with leave  
563 without pay, the use of such leave/accrued leave/time off shall be in accordance  
564 with this Article.

565 (3) If the employee fulfills the terms and conditions of the recovery leave  
566 and receives a current medical certification that the employee is able to perform  
567 the essential functions of his or her job at least eight weeks before the recovery

Commented [CP21]: Permits University to accept employee’s documentation from their chosen provider.

568 leave expires, the university’s representative shall return the employee to the  
569 employee's previous duties, if possible, or to equivalent duties.

570 (c) Duration of Recovery Leave. Recovery leave, with or without pay, shall be  
571 for a period not to exceed the duration of healing from the serious medical  
572 condition or disability, or one year, whichever is less.

573 (d) Failure to Complete Conditions of Recovery Leave or Inability to Return to  
574 Work. If the employee fails to fulfill the terms and conditions of a recovery leave  
575 and/or is unable to return to work and perform the essential functions of his or  
576 her job at the end of a leave period, the university representative may advise the  
577 employee, as appropriate, to contact HR Benefits about the Florida Retirement  
578 System's disability provisions and application process and release the employee  
579 from employment, notwithstanding any other provisions of this Agreement. The  
580 employee may also choose to resign at any point during the recovery leave  
581 process.