

1 **ARTICLE 17**

2 **LEAVES (ratification date: April 23, 2020)**

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

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

23 (b) **Holidays.**

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

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

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

40 (d) **Requests for a Leave or Extension of Leave of One Semester or More.**

41 (1) For a leave of one semester or more, an employee shall make a written
42 request at least 120 days prior to the beginning of the proposed leave, if practicable.

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

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

Commented [CP1]: Mutual changes accepted from UFF response 1/3/2022

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

50
51 **17.2 Sick Leave.**

52 (a) **Accrual of Sick Leave.**

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

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

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

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

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

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

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

74 c. The illness/injury of a member of the employee's immediate family, at the
75 discretion of the supervisor. Approval of requests for use of reasonable amounts of sick
76 leave for caring for a member of the employee's immediate family shall not be unreasonably
77 withheld.

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

81 (3) A continuous period of sick leave commences with the first day of absence and
82 includes all subsequent days until the employee returns to work. For this purpose,
83 Saturdays, Sundays, and official holidays observed by the State shall not be counted unless
84 the employee is scheduled to work on such days. During any seven-day period, the
85 maximum number of days of sick leave charged against any employee shall be five days, or
86 40 hours.

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

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

93 (c) **Certification.** If an employee's absence or request for absence exceeds four
94 consecutive days, or if a pattern of absence is documented, the University may require an

Commented [CP2]: Helping instructional faculty who have more flexible work hours to understand it is their obligation to report leave. This is true even if class coverage is secured.

UFF asked [TR22]: What is the reason for not adding a 100% classification?

BOT: Yes
UFF:accepted 1/5

Commented [TR3R2]: UFF accepts change

Commented [TR4R2]:

95 employee to furnish certification signed by an attending health care provider affirming the
96 medical reasons necessitating the absence and/or the employee's ability to return to work.
97 If the medical certification furnished by the employee is not acceptable, the employee may
98 be required to submit to a medical examination by a health care provider who is not a
99 University staff member, and which shall be paid for by the University. If the medical
100 certification indicates that the employee is unable to perform assigned duties, the
101 university's representative may place the employee on recovery leave under the conditions
102 set forth in that Section.

103 ~~(1) Return to work certification. If medical certification is required to return to work,
104 that certification must be provided at least seven days before the expected date of return
105 indicated on the medical leave paperwork. If the certification is not available from the
106 physician, the employee must provide an update of an anticipated return date or
107 communicate the date of return. If the medical certification is not provided within seven days
108 after their medical certification expires, and no updates have been provided, the employee
109 will be considered to have abandoned their position.~~

110 **(d) Payment for Unused Sick Leave.**

111 (1) An employee with less than ten years of University service who separates from
112 the University shall not be paid for any unused sick leave. ~~An employee with a hire date
113 after ratification of this agreement shall not be eligible to receive payment for any unused
114 sick leave.~~

115 (2) An eligible employee who ~~has been continuously employed in a non-OPS
116 position before ratification of this agreement and who~~ has completed ten or more years of
117 University service, has not been found guilty or has not admitted to being guilty of
118 committing, aiding, or abetting any embezzlement, theft, or bribery in connection with
119 University service, or has not been found guilty by a court of competent jurisdiction of
120 having violated any State law against or prohibiting strikes by public employees, and
121 separates from the University because of retirement ~~for other than disability reasons,~~
122 termination, or death, shall be compensated for the employee's unused sick leave at the
123 employee's current regular hourly rate of pay for one-fourth of all unused sick leave accrued
124 provided that one-fourth of the unused sick leave does not exceed 480 hours.

125 (3) An eligible employee with ten or more years of University service shall be paid for
126 unused sick leave as indicated above. For an employee who is re-employed by the
127 University within twelve calendar months following layoff, all unused sick leave shall be
128 restored to the employee, provided the employee requests such action in writing and repays
129 the full amount of any lump sum leave payments received at the time of layoff.

130 ~~(4) All payments to eligible employees for unused sick leave shall be made in lump
131 sum and shall not be used in determining the average final compensation of an employee in
132 any State administered retirement system.- An employee shall not be carried on the payroll
133 beyond the last official day of employment, except that an employee who is unable to
134 perform duties because of a disability may be continued on the payroll until all sick leave is
135 exhausted.~~

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

140 ~~(6) In the event of the death of an employee, payment for unused sick leave at the
141 time of death shall be made, subject to the limitations above, to the employee's beneficiary,
142 estate, or as provided by law.~~

Commented [CP5]: Several employees that were to return from medical leave in 2020-2021 did not resign in advance. The date of their return from medical leave arrived and they did not furnish the medical release paperwork – meaning that they could not return to work. The university held their positions open, and the employees did not return and ultimately resigned. Students are affected when their instructor is not able to teach UFF 1/3/22: UFF not in agreement 1/5

Commented [TR6R5]: Job abandonment is covered in 16.9. Furthermore, as we have recently realized, one may not be able to get medical certification in a timely manner.

Commented [CP7]: Substantive change to eliminate the sick leave payout for employees hired after ratification of this agreement. UFF position: not in agreement

Commented [CP8]: Maintains sick leave payout for employees hired prior to this change. (language slightly adjusted from prior BOT proposal) UFF 1/3/22 position: UFF prefers status quo

Commented [CR9]: Deletion eliminates some confusion due to outdated language. UFF 1/3/22 position: UFF prefers status quo 1/5

Commented [CP10]: This section caused confusion and is unclear. Removing this sentence prevents an alternate reading that people with a medical disability will stay on payroll after they are no longer employed.

UFF 1/3/22 position: UFF could agree 1/5 take a look

Commented [CP11]: This section deleted, not used; legacy language that is not utilized. UFF 1/3/22 position: UFF prefers status quo 1/5

Commented [CP12]: The value of the sick leave is clarified and limits the payout per the limitations. Sick leave is paid out only to eligible employees – 10+ years, and subject to the cap.
UFF 1/3/22 position: UFF prefers SQ 1/5 look

144 **17.3 Job-Related Illness/injury.**

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

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

152 (1) The employee may elect to use accrued leave in an amount necessary to receive
153 salary payment that will increase the Workers' Compensation payments to the total salary
154 being received prior to the occurrence of the illness/injury. In no case shall the employee's
155 salary and Workers' Compensation benefits exceed the amount of the employee's regular
156 salary payments; or

157 (2) The employee shall be placed on leave without pay and shall receive normal
158 Workers' Compensation benefits if the employee has exhausted all accrued leave, or the
159 employee elects not to use accrued leave.

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

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

- 168 (1) offer the employee part-time employment;
- 169 (2) place the employee on leave without pay status or extend such status;
- 170 (3) request the employee's resignation; or
- 171 (4) release the employee from employment, notwithstanding any other provisions of

172 this Agreement.

173
174 **17.4 Annual Leave.**

175 (a) **Accrual of Annual Leave.** Academic year employees and employees appointed for
176 fewer than nine months shall not accrue annual leave.

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

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

186 (b) **Use and Transfer of Annual Leave.**

187 (1) Annual leave shall be accrued before being taken. All requests for annual leave
188 shall be submitted by the employee to the supervisor as far in advance as possible.
189 Approval of the dates on which an employee wishes to take annual leave shall be at the
190 discretion of the supervisor and shall be subject to the consideration of departmental/unit
191 and organizational scheduling.

192 (c) **Payment for Unused Annual Leave.**

193 (1) Prior to termination from an annual leave accruing contract, or transfer from an
194 annual leave accruing contract to an academic year contract, the university's representative
195 shall determine whether the employee has the ability to reduce their accrued annual leave
196 balance prior to termination or reassignment to an academic year contract. If the employee
197 does not have the opportunity to reduce the balance, the University shall pay the employee
198 for up to forty-four days (352 hours) of unused annual leave. Payment of the accrued
199 annual leave shall be at the employee's last rate of pay under which they were paid in the
200 annual leave accruing position. All unused annual leave in excess of forty-four days (352
201 hours) shall be forfeited.

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

205
206 **17.5 Family and Medical Leave Act (FMLA) Entitlements.** The Family and Medical
207 Leave Act of 1993 ("FMLA") (<https://www.dol.gov/whd/fmla/>) is the common name for the
208 federal law providing eligible employees an entitlement of up to twelve workweeks (i.e., 480
209 hours) of continuous leave or up to 480 hours of intermittent leave without pay for qualified
210 family or medical reasons during a one-year period. This Act entitles the employee to take
211 leave without pay; where University policies permit, employees may use accrued leave with
212 pay at their discretion during any qualifying family or medical leave. Employees are entitled
213 to use FMLA in accordance with law and University policy. The failure to list, define, or
214 specify any particular provision or portion of the FMLA in this Agreement shall in no way
215 constitute a waiver of any of the rights or benefits conferred to the employer or the
216 employee through the FMLA.

217
218 **17.6 Modified Instructional Duties (MID) in case of birth or adoption.** Employees
219 who elect the MID are ineligible for Paid Parental Leave for the same birth or adoption
220 event. If the employee normally has an instructional assignment, then, after consultation
221 with the employee, the supervisor shall determine that the:

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

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

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

229
230 **17.7 Parental Leave Options.** The University provides the following leave options when
231 an employee becomes a biological parent, a child is placed for adoption in the employee's
232 home, or the employee becomes the legal guardian of a child. Modified Instructional Duties
233 are not available for an employee on paid or unpaid parental leave as defined in this
234 section.

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

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

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

254 (3) Commitment to Return. The employee must agree in writing to return to
255 University employment for at least one academic year (i.e., consecutive fall and spring (or
256 spring and fall) semesters) following participation in the program or reimburse UCF within
257 60 days. This time does not include time awarded for a sabbatical or other type of leave.
258 For example, it would be possible for a nine-month employee to take a sabbatical and then
259 opt for the paid parental leave program. In that case, the employee would need to return to
260 active university service for one year for each of the programs; in this example, two
261 academic years.

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

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

274 (6) Duration of paid parental leave.

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

277 a. Twelve-month non-instructional, research, and clinical employees shall receive
278 up to ~~4-6~~ contiguous weeks of paid parental leave;

279 b. ~~Nine- or twelve-month instructional employees shall receive one regular (Fall~~
280 ~~or Spring) semester.~~

281 c. ~~Twelve-month instructional employees have the option of taking leave for the~~
282 ~~duration of the summer term (usually May 8 until August 7);~~

283 ~~d. Nine- or twelve-month instructional employees shall receive one regular (Fall~~
284 ~~or Spring) semester. Nine-month instructional faculty may opt for paid parental leave in the
285 summer term, instead of during the spring or fall, provided that at least 85% of their summer
286 salary is paid from C&C sources that permit such leave. This benefit shall expire on August~~

Commented [CP13]: Substantive change. 12-month faculty can be, but are not typically, instructional faculty for which this benefit is designed. This set of employees earns annual leave, so it is an unbalanced benefit that unfairly benefits 12-month faculty. It has caused problems with C&G research faculty who are unable to use this benefit because they can’t take all of the leave before they must return, at least for part time – that is what annual leave is for. Typically, however, all 12-month faculty would take the 6 weeks for birth/adoption. Keep in mind this structure is unfair – the 12-month employees continue to earn annual and sick leave while on leave.

UFF 1/3/22 position: UFF prefers status quo

BOT w/drawing all proposed changes

287 31, 2024 unless the university provides an extension to the UFF in writing by August 7,
288 2024.

289 (b) **Unpaid Parental Leave.**

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

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

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

300 a. the university's representative shall acknowledge to the employee in writing
301 the period of leave to be granted, and the date of return to employment.

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

306
307 **17.8 Leave Without Pay.**

308 (a) **Granting.** If a leave is in the best interests of the university, the university's
309 representative has the ability to grant an employee's request for a leave without pay for a
310 period not to exceed one year. Such leave may be extended upon mutual agreement.
311 Employees on leave without pay must update their conflict of interest/commitment forms if
312 there is any change from their last report. Employees given leaves of more than twelve
313 weeks must return to the University for at least one academic year after their return. If the
314 employee fails to return to the University for at least two consecutive semesters following
315 participation in the program, all fringe benefits must be repaid to the University within 60
316 days for resignation or job abandonment.

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

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

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

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

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

331 a. Notwithstanding the provisions of this Article regarding the use of sick leave,
332 an employee may use any type of accrued leave in an amount necessary to cover the
333 employee's contribution to the State insurance program and other expenses incurred by the

Commented [CP14]: The university is offering to pilot a C&G option for 9-month faculty that are able to charge 85% of their FTE to a contract/grant in the summer term. Pending approval from the funding agency, the employee would be permitted to be on full parental leave for the summer term following the birth/adoption event rather than a fall or spring semester. This option would only be available for faculty who could support that 85% threshold.
UFF 1/3/22 position: UFF prefers status quo "This option, if allowed by the grant is always a possibility. UFF does not see the need to include in the CBA conditions for summer employment for 9-month employees."

BOT w/d revert to SQ 1/5

334 employee during an approved period of leave without pay. Under such circumstances, the
335 employee must use a minimum of ten accrued leave hours per week.

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

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

342 (2) An employee's request for the use of accrued leave during a period of leave
343 without pay shall be made at the time of the employee's request for the leave without pay.
344 Such request shall include the amount of accrued leave the employee wishes to use during
345 the approved period of leave without pay. If circumstances arise during the approved leave
346 that cause the employee to reconsider the combination of leave with and without pay, the
347 employee may request approval of revisions to the original approval, which will be reviewed
348 by the University.

349
350 **17.9 Administrative Leaves.**

351 (a) **Jury Duty and Court Appearances.**

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

356 (2) An appearance as an expert witness for which an employee receives
357 professional compensation falls under the Conflict of Interest/Commitment Article 19 and
358 the University's policies and regulations relative to outside employment/conflict of interest.
359 Such an appearance may require the employee to request annual leave, or, in the case of a
360 non-annual leave accruing employee, they may request a modified work schedule.

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

366 (4) An employee involved in personal litigation during work hours must request
367 annual leave or, if a non-annual leave accruing employee, must request a modified work
368 schedule or record leave without pay.

369 (b) **Military Leave.**

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

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

382 (3) Other Military Leave.

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

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

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

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

398 (c) **Leave Pending Investigation.** When the University's representative has reason to
399 believe that the employee's presence on the job will adversely affect the operation of the
400 University, the University's representative may immediately place the employee on leave
401 pending investigation of the event(s) leading to that belief. -The leave pending investigation
402 shall commence immediately upon the university's representative providing the employee
403 with a written notice. The leave shall be with pay, with no reduction of accrued leave.

404 (d) **Other Leaves Provided Not Affecting Accrued Leave Balances.** An employee
405 may be granted the following other leaves not affecting their accrued leave balances:

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

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

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

424 (4) Leave for re-examination or treatment with respect to service-connected disability
425 is provided for an employee who has such rating by the United State Department of
426 Veterans Affairs and has been scheduled to be reexamined or treated for the disability.
427 Upon presentation of written confirmation of having been so scheduled, such leave not
428 affecting the employee's leave balances shall be approved and shall not exceed six
429 calendar days in any calendar year.

430 (e) **Official University Closings.** The University's representative may close the
 431 University, or portions of the University, in accordance with University policies and
 432 regulations relating to natural disasters or other emergencies. Such closings will be only for
 433 the period it takes to restore normal working conditions. Leave resulting from such an
 434 emergency closing shall not reduce employees' leave balances and should be recorded as
 435 administrative (ADM) leave. University closures that cause leave-earning employees to
 436 miss regularly scheduled assigned time/duties (such as office hours, departmental meeting,
 437 etc.) shall be reported by the employee after such an event as ADM in accordance with
 438 UCF's timekeeping procedures.
 439

440 **17.10 Recovery Leave.**

441 The purpose of recovery leave is to provide employees with serious medical conditions
 442 and/or disabilities the opportunity to dedicate themselves to recovery and/or healing with the
 443 hope of returning the employees to a productive status. Eligible employees are those who,
 444 due to a serious medical condition or disability, are unable to perform the essential functions
 445 of their job either with or without a reasonable accommodation. Recovery leave should not
 446 be used in lieu of a reasonable accommodation if one is available. This section of the
 447 Agreement outlines the process used to determine an employee's fitness for duty and/or
 448 their prognosis for returning fit for duty. Employees who experience serious medical
 449 conditions and/or disabilities are encouraged to contact Human Resources with questions
 450 about benefits, including disability insurance, and other options, and to contact the Office of
 451 Institutional Equity with questions about potential accommodations.

452 (a) **Initiation of Recovery Leave.**

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

457 (2) Employer-Initiated: If an employee's immediate supervisor and his or her
 458 dean/vice-president reasonably believe that (i) the employee is unable to perform the
 459 essential functions of his or her job either with or without reasonable accommodation due to
 460 a serious medical condition or disability, or (ii) the employee poses a direct threat to his or
 461 her own safety or the safety of others, the university representative may place the employee
 462 on paid administrative leave during which time the employee is obligated to seek an
 463 appointment as described below. The employee would then be required to submit to a
 464 fitness for duty examination, the results of which shall be released to the University, by a
 465 health care provider chosen through its EAP provider and paid by the University, or by a
 466 health care provider chosen and paid by the employee who is also acceptable to the
 467 president or representative. Such health care provider shall submit the appropriate medical
 468 certification(s) to the University.

469 a. If the University agrees to accept the employee's choice of a health care
 470 provider the University may not then require another University-paid fitness for duty
 471 examination for at least six months.

472 b. It is the responsibility of the employee to notify the University in a timely
 473 manner of any delay in scheduling or completing the required fitness for duty examination. If
 474 the employee does not make arrangements for a fitness for duty examination during their
 475 period of paid administrative leave, the employee shall be terminated at the end of the paid
 476 administrative leave.

Commented [CP15]: This is a proposed change in nomenclature of the program so that there is a differential between "fitness for duty (FFD)" assessment and actual "recovery leave" that may follow that examination.

1/3/22 UFF position: This is more than a change in nomenclature, UFF rejects this change.

1/5 Monique Levermore: is a mental health evaluation in which a psychologist performs tests and provides feedback about an employee's mental fitness to perform a specific job. These evaluations are usually done when a circumstance occurs that may impair an employee from successfully doing their job.

UFF will review for next session

477 c. Prior to the fitness for duty examination, the health care provider shall be
478 provided by the University a description of the essential functions of the employee's job and
479 information from the appropriate AESP about what would constitute satisfactory
480 performance by the employee.

481 d. Before the employee is seen by the medical health professional, the
482 University must provide a written statement for the health care provider of its objective
483 justifiable suspicion based on specific facts or circumstances that an employee is
484 reasonably unable to perform the essential functions of his/her job as a result of a serious
485 medical condition or disability.

486 e. If the fitness for duty examination establishes that the employee is unable to
487 perform the essential functions of his or her job, the university representative shall place the
488 employee on recovery leave. Otherwise, the employee's paid administrative leave shall end,
489 and the employee shall return to their assigned duties to the extent practical.

490 **(b) Conditions of Recovery Leave.**

491 (1) Written notification to the employee placing the employee on recovery leave shall
492 include the duration of the recovery leave period and the conditions under which the
493 employee may return to work. These conditions may include the requirement of the
494 successful completion of, or participation in, a program of rehabilitation or treatment, and
495 follow-up medical certification(s) by the health care provider, as appropriate.

496 (2) The recovery leave period may be leave with pay or leave without pay. If the
497 recovery leave combines the use of accrued leave with leave without pay, the use of such
498 leave shall be in accordance with this Article.

499 (3) If the employee fulfills the terms and conditions of the recovery leave and
500 receives a current medical certification that the employee is able to perform the essential
501 functions of his or her job at least eight weeks before the recovery leave expires, the
502 university's representative shall return the employee to the employee's previous duties, if
503 possible, or to equivalent duties.

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

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