

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

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

26 (b) **Holidays.**

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

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

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

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

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

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

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

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

60

## 61 **17.2 Sick Leave.**

### 62 (a) **Accrual of Sick Leave.**

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

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

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

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

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

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

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

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

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

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

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

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

107 (c) **Certification.** If an employee's absence or request for absence  
108 exceeds four consecutive days, or if a pattern of absence is documented, the  
109 University may require an employee to furnish certification signed by an  
110 attending health care provider affirming the medical reasons necessitating the  
111 absence and/or the employee's ability to return to work. If the medical  
112 certification furnished by the employee is not acceptable, the employee may  
113 be required to submit to a medical examination by a health care provider who  
114 is not a University staff member, and which shall be paid for by the University.  
115 If the medical certification indicates that the employee is unable to perform  
116 assigned duties, the university's representative may place the employee on  
117 recovery leave under the conditions set forth in that Section.

118 (1) Return to work certification. If medical certification is required to  
119 return to work, that certification must be provided at least seven days before  
120 the date of return indicated on the medical leave paperwork. If the certification  
121 is not available from the physician, the employee must provide an update of  
122 an anticipated return date or communicate the date of return. If the medical  
123 certification is not provided within seven days after their medical certification  
124 expires, and no updates have been provided, the employee will be  
125 considered to have abandoned their position.

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

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

131 (2) An eligible employee who was hired before ratification of this  
132 agreement and who has completed ten or more years of University service,  
133 has not been found guilty or has not admitted to being guilty of committing,  
134 aiding, or abetting any embezzlement, theft, or bribery in connection with  
135 University service, or has not been found guilty by a court of competent  
136 jurisdiction of having violated any State law against or prohibiting strikes by  
137 public employees, and separates from the University because of retirement,  
138 termination, or death, shall be compensated for the employee's unused sick  
139 leave at the employee's current regular hourly rate of pay for one-fourth of all  
140 unused sick leave accrued provided that one-fourth of the unused sick leave  
141 does not exceed 480 hours.

142 (3) All payments to eligible employees for unused sick leave shall be  
143 made in lump sum and shall not be used in determining the average final

144 compensation of an employee in any State administered retirement system.  
145 An employee shall not be carried on the payroll beyond the last official day of  
146 employment.

147 (4) In the event of the death of an employee, payment for unused sick  
148 leave at the time of death shall be made, subject to the limitations above, to  
149 the employee's beneficiary, estate, or as provided by law.

150

### 151 **17.3 Job-Related Illness/injury.**

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

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

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

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

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

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

179 (1) offer the employee part-time employment;

180 (2) place the employee on leave without pay status or extend such  
181 status;

182 (3) request the employee's resignation; or

183 (4) release the employee from employment, notwithstanding any other  
184 provisions of this Agreement.

185

### 186 **17.4 Annual Leave.**

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

189 (1) Full-time employees appointed for more than nine months shall  
190 accrue annual leave at the rate of 6.77 hours biweekly and the hours accrued  
191 shall be credited at the conclusion of each pay period or, upon termination, at

192 the effective date of termination. Employees may accrue annual leave in  
193 excess of the year-end maximum during a calendar year. Employees with  
194 accrued annual leave in excess of the year end maximum as of December  
195 31, shall have any excess converted to sick leave on an hour-for-hour basis  
196 in the pay period containing January 1 of each year.

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

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

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

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

208 (1) Prior to termination from an annual leave accruing contract, or  
209 transfer from an annual leave accruing contract to an academic year contract,  
210 the university's representative shall determine whether the employee has the  
211 ability to reduce their accrued annual leave balance prior to termination or  
212 reassignment to an academic year contract. If the employee does not have  
213 the opportunity to reduce the balance, the University shall pay the employee  
214 for up to forty-four days (352 hours) of unused annual leave. Payment of the  
215 accrued annual leave shall be at the employee's last rate of pay under which  
216 they were paid in the annual leave accruing position. All unused annual leave  
217 in excess of forty-four days (352 hours) shall be forfeited.

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

221

222 **17.5 Family and Medical Leave Act (FMLA) Entitlements.** The Family  
223 and Medical Leave Act of 1993 ("FMLA") (<https://www.dol.gov/whd/fmla/>) is  
224 the common name for the federal law providing eligible employees an  
225 entitlement of up to twelve workweeks (i.e., 480 hours) of continuous leave or  
226 up to 480 hours of intermittent leave without pay for qualified family or  
227 medical reasons during a one-year period. This Act entitles the employee to  
228 take leave without pay; where University policies permit, employees may use  
229 accrued leave with pay at their discretion during any qualifying family or  
230 medical leave. Employees are entitled to use FMLA in accordance with law  
231 and University policy. The failure to list, define, or specify any particular  
232 provision or portion of the FMLA in this Agreement shall in no way constitute  
233 a waiver of any of the rights or benefits conferred to the employer or the  
234 employee through the FMLA.

235

236 **17.6 Modified Instructional Duties (MID) in case of birth or adoption.**

237 Employees who elect the MID are ineligible for Paid Parental Leave. If the  
238 employee normally has an instructional assignment, then, after consultation  
239 with the employee, the supervisor shall determine that the:

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

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

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

247

248 **17.7 Parental Leave Options.** The University provides the following leave  
249 options when an employee becomes a biological parent, a child is placed for  
250 adoption in the employee's home, or the employee becomes the legal  
251 guardian of a child. Modified Instructional Duties are not available for an  
252 employee on paid or unpaid parental leave as defined in this section.

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

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

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

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

284 (4) **Repayment and Reimbursement.** Repayment of salary, retirement,  
285 benefits, and expenses received during paid parental leave shall be required  
286 in those instances where payments are made in the absence of a signed  
287 agreement by the employee, or when the employee fails to comply with the

288 terms of the program. An employee who makes use of paid parental leave  
289 and who remains in University employment for at least one academic year  
290 (calendar year for non-instructional faculty) following participation in the  
291 parental leave program shall have the total number of hours used deducted  
292 from the employee's sick leave and/or annual leave balance (with sick leave  
293 being deducted first) that the employee has remaining at the time of  
294 separation from the University, or upon transferring between an annual leave  
295 and non-annual leave accruing contract.

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

298 (6) Duration of paid parental leave.

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

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

303 b. Nine- or twelve-month instructional employees shall receive one  
304 regular (Fall or Spring) semester.

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

307 d. Nine-month instructional faculty may opt for paid parental leave  
308 in the summer term, instead of during the spring or fall, provided that at least  
309 85% of their summer salary is paid from C&G sources that permit such leave.  
310 This benefit shall expire on August 31, 2024 unless the university provides an  
311 extension to the UFF in writing by August 7, 2024.

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

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

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

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

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

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

332

### 333 **17.8 Leave Without Pay.**

334 (a) **Granting.** If a leave is in the best interests of the university, the  
335 university's representative has the ability to grant an employee's request for a

336 leave without pay for a period not to exceed one year. Such leave may be  
337 extended upon mutual agreement. Employees on leave without pay must  
338 update their conflict of interest/commitment forms if there is any change from  
339 their last report. Employees given leaves of more than twelve weeks must  
340 return to the University for at least one academic year after their return. If the  
341 employee fails to return to the University for at least two consecutive  
342 semesters following participation in the program, all fringe benefits must be  
343 repaid to the University within 60 days for resignation or job abandonment.

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

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

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

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

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

360 a. Notwithstanding the provisions of this Article regarding the use  
361 of sick leave, an employee may use any type of accrued leave in an amount  
362 necessary to cover the employee's contribution to the State insurance  
363 program and other expenses incurred by the employee during an approved  
364 period of leave without pay. Under such circumstances, the employee must  
365 use a minimum of ten accrued leave hours per week.

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

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

372 (2) An employee's request for the use of accrued leave during a period  
373 of leave without pay shall be made at the time of the employee's request for  
374 the leave without pay. Such request shall include the amount of accrued  
375 leave the employee wishes to use during the approved period of leave  
376 without pay. If circumstances arise during the approved leave that cause the  
377 employee to reconsider the combination of leave with and without pay, the  
378 employee may request approval of revisions to the original approval, which  
379 will be reviewed by the University.

380

## 381 **17.9 Administrative Leaves.**

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



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

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

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

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

404 (b) **Military Leave.**

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

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

419 (3) Other Military Leave.

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

425 b. Such leave of absence shall be verified by official orders or  
426 appropriate military certification. The first thirty days of such leave shall be  
427 with full pay and shall not affect an employee's annual or sick leave balance.  
428 The remainder of military leave shall be without pay unless the employee  
429 elects to use accumulated annual leave or appropriate leave as provided in  
430 this Article, or the employer exercises its option to supplement the employee's

431 military pay. Leave payment for the first thirty days shall be made only upon  
432 receipt of documentation from appropriate military authority.

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

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

437 (c) **Leave Pending Investigation.** When the University's representative  
438 has reason to believe that the employee's presence on the job will adversely  
439 affect the operation of the University, the University's representative may  
440 immediately place the employee on leave pending investigation of the  
441 event(s) leading to that belief. The leave pending investigation shall  
442 commence immediately upon the university's representative providing the  
443 employee with a written notice. The leave shall be with pay, with no reduction  
444 of accrued leave.

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

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

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

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

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

477 (e) **Official University Closings.** The University's representative may  
478 close the University, or portions of the University, in accordance with  
479 University policies and regulations relating to natural disasters or other

480 emergencies. Such closings will be only for the period it takes to restore  
481 normal working conditions. Leave resulting from such an emergency closing  
482 shall not reduce employees' leave balances and should be recorded as  
483 administrative (ADM) leave. University closures that cause leave-earning  
484 employees to miss regularly scheduled assigned time/duties (such as office  
485 hours, departmental meeting, etc.) shall be reported by the employee after  
486 such an event as ADM in accordance with UCF's timekeeping procedures.  
487

#### 488 **17.10 Recovery Leave.**

489 The purpose of recovery leave is to provide employees with serious medical  
490 conditions and/or disabilities the opportunity to dedicate themselves to  
491 recovery and/or healing with the hope of returning the employees to a  
492 productive status. Eligible employees are those who, due to a serious medical  
493 condition or disability, are unable to perform the essential functions of their  
494 job either with or without a reasonable accommodation. Recovery leave  
495 should not be used in lieu of a reasonable accommodation if one is available.  
496 This section of the Agreement outlines the process used to determine an  
497 employee's fitness for duty and/or their prognosis for returning fit for duty.  
498 Employees who experience serious medical conditions and/or disabilities are  
499 encouraged to contact Human Resources with questions about benefits,  
500 including disability insurance, and other options, and to contact the Office of  
501 Institutional Equity with questions about potential accommodations.

##### 502 (a) **Fitness for Duty Assessment Prior to Recovery Leave.**

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

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

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

525 b. It is the responsibility of the employee to notify the University in  
526 a timely manner of any delay in scheduling or completing the required fitness  
527 for duty examination. If the employee does not make arrangements for a

528 fitness for duty examination during their period of paid administrative leave,  
529 the employee shall be terminated at the end of the paid administrative leave.

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

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

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

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

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

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

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

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

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