

## 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  
32 fewer than up to [CR1]160 hours in a semester shall be tenure-earning. A semester during  
33 which an employee spends more than 160 hours on approved leave, whether paid or  
34 unpaid, shall not be tenure-earning unless otherwise mutually agreed to by the employee  
35 and the University's representative in writing at the time such leave begins. Approved  
36 leaves where more than 160 hours in a semester are taken are automatically non-tenure-  
37 earning (mandatory tenure clock extension) unless the leave is granted to perform  
38 research/creative activity. An employee may make a written request to the university's  
39 representative to modify their existing tenure credit using the tenure clock adjustment form  
40 provided by [Faculty Excellence Academic Affairs](#) [CP2].

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

42 (1) For a leave of one semester or more, an employee shall make a written  
43 request not less than [CP3]120 days prior to the beginning of the proposed leave, if  
44 practicable.

45 (2) For an extension of a leave of one semester or more, an employee shall  
46 make a written request not less than [CP4]sixty days before the end of the leave, if  
47 practicable.

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

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

53

## 54 **17.2 Sick Leave.**

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

56 (1) A full-time employee shall accrue four hours of sick leave for each biweekly pay  
57 period, or the number of hours that are directly proportionate to the number of  
58 dayshoursCR5 worked during a less-than-full-pay period, without limitation as to the total  
59 number of hours that may be accrued.

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

62 (b) **Use of Sick Leave.** It is the responsibility of the employee to report sick leave when  
63 any scheduled time/duty CP6 (such as a meeting, office hours, teaching, committee work), or  
64 if, due to illness or hospitalization, fewer than eighty hours are worked during the reporting  
65 time period. The employee has an obligation to inform their chair/supervisor as far in  
66 advance as possible to mitigate disruption to the department/college. When utilizing sick  
67 leave, it is not permissible to engage in outside employment or to receive payment for  
68 services.

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

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

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

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

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

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

84 (3) A continuous period of sick leave commences with the first day of absence and  
85 includes all subsequent days until the employee returns to work. For this purpose,  
86 Saturdays, Sundays, and official holidays observed by the State shall not be counted unless  
87 the employee is scheduled to work on such days. During any seven-day period, the  
88 maximum number of days of sick leave charged against any employee shall be five days, or  
89 40 hours.

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

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

96 (c) **Certification.** If an employee's absence or request for absence exceeds four  
 97 consecutive days, or if a pattern of absence is documented, the University may require an  
 98 employee to furnish certification signed by an attending health care provider affirming the  
 99 medical reasons necessitating the absence and/or the employee's ability to return to work.  
 100 If the medical certification furnished by the employee is not acceptable, the employee may  
 101 be required to submit to a medical examination by a health care provider who is not a  
 102 University staff member, and which shall be paid for by the University. If the medical  
 103 certification indicates that the employee is unable to perform assigned duties, the  
 104 university's representative may place the employee on recovery leave under the conditions  
 105 set forth in that Section.

106 (1) Return to work certification. If medical certification is required to return to work,  
 107 that certification must be provided at least seven days before the expected date of return  
 108 indicated on the medical leave paperwork. If the certification is not available from the  
 109 physician, the employee must provide an update of an anticipated return date or  
 110 communicate the date of return. If the medical certification is not provided within seven days  
 111 after their medical certification expires, and no updates have been provided, the employee  
 112 will be considered to have abandoned their position.<sup>[CP7]</sup>

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

114 (1) An employee with less than ten years of University service who separates from  
 115 the University shall not be paid for any unused sick leave. An employee with a hire date  
 116 after ratification of this agreement shall not be eligible to receive payment for any unused  
 117 sick leave.<sup>[CP8]</sup>

118 (2) An eligible employee who has been continuously employed in a non-OPS  
 119 position before ratification of this agreement and who<sup>[CP9]</sup> has completed ten or more years  
 120 of University service, has not been found guilty or has not admitted to being guilty of  
 121 committing, aiding, or abetting any embezzlement, theft, or bribery in connection with  
 122 University service, or has not been found guilty by a court of competent jurisdiction of  
 123 having violated any State law against or prohibiting strikes by public employees, and  
 124 separates from the University because of retirement for other than disability reasons<sup>[CR10]</sup>,  
 125 termination, or death, shall be compensated for the employee's unused sick leave at the  
 126 employee's current regular hourly rate of pay for one-fourth of all unused sick leave accrued  
 127 provided that one-fourth of the unused sick leave does not exceed 480 hours.

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

133 (4) All payments to eligible employees for unused sick leave shall be made in lump  
 134 sum and shall not be used in determining the average final compensation of an employee in  
 135 any State administered retirement system. - An employee shall not be carried on the payroll  
 136 beyond the last official day of employment, except that an employee who is unable to  
 137 perform duties because of a disability may be continued on the payroll until all sick leave is  
 138 exhausted<sup>[CP11]</sup>.

139 (5) \_\_\_\_\_ If an employee has received a lump sum payment for accrued sick  
 140 leave, the employee may elect in writing, upon re-employment within 100<sup>[CP12]</sup> days, to  
 141 restore the employee's accrued sick leave. Restoration will be effective upon the repayment  
 142 of the full lump sum leave payment.

143 ~~(6)~~ In the event of the death of an employee, ~~payment~~ <sup>[CP13]</sup> for unused sick leave at  
 144 the time of death shall be made, subject to the limitations above, to the employee's  
 145 beneficiary, estate, or as provided by law.  
 146

### 147 **17.3 Job-Related Illness/injury.**

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

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

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

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

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

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

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

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

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

174 (4) release the employee from employment, notwithstanding any other provisions of  
 175 this Agreement.  
 176

### 177 **17.4 Annual Leave.**

178 (a) **Accrual of Annual Leave.** Academic year employees and employees appointed for  
 179 ~~less~~ ~~fewer~~ <sup>[CP14]</sup> than nine months shall not accrue annual leave.

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

187 (2) Part-time employees appointed for more than nine months- shall accrue annual  
 188 leave at a rate directly proportionate to the ~~percent of time employed~~ <sup>FTE</sup> while under  
 189 contract. <sup>[CP15]</sup>

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

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

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

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

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

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

221  
 222 **17.6 Modified Instructional Duties (MID) in case of birth or adoption.** Employees  
 223 who elect the MID are ineligible for Paid Parental Leave [for the same birth or adoption](#)  
 224 [event](#)<sup>CR16</sup>. If the employee normally has an instructional assignment, then, after  
 225 consultation with the employee, the supervisor shall determine that the:

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

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

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

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

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

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

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

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

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

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

278 (6) Duration of paid parental leave.

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

281 a. Twelve-month non-instructional, research, and clinical employees shall receive  
282 up to 16<sup>[CP17]</sup> contiguous weeks of paid parental leave;

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

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

287 ~~de. Nine or twelve month instructional employees shall receive one regular (Fall~~  
 288 ~~or Spring) semester.~~ Nine-month instructional faculty may opt for paid parental leave in the  
 289 summer term, instead of during the spring or fall, provided that at least 85% of their summer  
 290 salary is paid from C&G sources that permit such leave. This benefit shall expire on August  
 291 31, 2024 unless the university provides an extension to the UFF in writing by August 7,  
 292 2024.<sup>[CP18]</sup>

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

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

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

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

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

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

310  
 311 **17.8 Leave Without Pay.**

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

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

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

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

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

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

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

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

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

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

## 354 **17.9 Administrative Leaves.**

### 355 (a) **Jury Duty and Court Appearances.**

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

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

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

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

### 373 (b) **Military Leave.**

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



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

386 (3) Other Military Leave.

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

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

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

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

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

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

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

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

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

428 (4) Leave for re-examination or treatment with respect to service-connected disability  
429 is provided for an employee who has such rating by the United State Department of  
430 Veterans Affairs and has been scheduled to be reexamined or treated for the disability.  
431 Upon presentation of written confirmation of having been so scheduled, such leave not

432 affecting the employee's leave balances shall be approved and shall not exceed six  
433 calendar days in any calendar year.

434 (e) **Official University Closings.** The University's representative may close the  
435 University, or portions of the University, in accordance with University policies and  
436 regulations relating to natural disasters or other emergencies. Such closings will be only for  
437 the period it takes to restore normal working conditions. Leave resulting from such an  
438 emergency closing shall not reduce employees' leave balances and should be recorded as  
439 administrative (ADM) leave. University closures that cause leave-earning employees to  
440 miss regularly scheduled assigned time/duties [CP19] (such as office hours, departmental  
441 meeting, etc.) shall be reported by the employee after such an event as ADM in accordance  
442 with UCF's timekeeping procedures.

443

#### 444 **17.10 Recovery Leave.**

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

456 (a) Placing Employee on Fitness for Duty Assessment Prior to [CP20] **Recovery**  
457 **Leave.**

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

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

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

477 b. It is the responsibility of the employee to notify the University in a timely  
478 manner of any delay in scheduling or completing the required fitness for duty examination. If  
479 the employee does not make arrangements for a fitness for duty examination during their

480 period of paid administrative leave, the employee shall be terminated at the end of the paid  
481 administrative leave.

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

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

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

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

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

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

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

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

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