

ARTICLE 17 [CPI]***LEAVES (ratification date: April 23, 2020)***

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

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

(b) **Holidays.**

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

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

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

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

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

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

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

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

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 date of return indicated on
105 the medical leave paperwork. If the medical certification is not provided within seven days
106 before their medical certification expires, and no updates have been provided[CP2], the
107 employee will be considered to have abandoned their position.~~

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

109 (1) An employee with less than ten years of University service who separates from
110 the University shall not be paid for any unused sick leave. ~~An employee with a hire date
111 after ratification of this agreement shall not be eligible to receive payment for any unused
112 sick leave.[CP3]~~

113 (2) An eligible employee who ~~has been continuously employed in a non-OPS
114 position before ratification of this agreement and who[CP4]~~ has completed ten or more years
115 of University service, has not been found guilty or has not admitted to being guilty of
116 committing, aiding, or abetting any embezzlement, theft, or bribery in connection with
117 University service, or has not been found guilty by a court of competent jurisdiction of
118 having violated any State law against or prohibiting strikes by public employees, and
119 separates from the University because of retirement for other than disability reasons,
120 termination, or death, shall be compensated for the employee's unused sick leave at the
121 employee's current regular hourly rate of pay for one-fourth of all unused sick leave accrued
122 provided that one-fourth of the unused sick leave does not exceed 480 hours.

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

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

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

138 (6) In the event of the death of an employee, payment for unused sick leave at the
139 time of death shall be made to the employee's beneficiary, estate, or as provided by law.

140

141 **17.3 Job-Related Illness/injury.**

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

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

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

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

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

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

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

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

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

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

170
171 **17.4 Annual Leave.**

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

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

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

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

184 (1) Annual leave shall be accrued before being taken. All requests for annual leave
185 shall be submitted by the employee to the supervisor as far in advance as possible.

186 Approval of the dates on which an employee wishes to take annual leave shall be at the
187 discretion of the supervisor and shall be subject to the consideration of departmental/unit
188 and organizational scheduling.

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

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

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

202
203 **17.5 Family and Medical Leave Act (FMLA) Entitlements.** The Family and Medical
204 Leave Act of 1993 ("FMLA") (<https://www.dol.gov/whd/fmla/>) is the common name for the
205 federal law providing eligible employees an entitlement of up to twelve workweeks (i.e., 480
206 hours) of continuous leave or up to 480 hours of intermittent leave without pay for qualified
207 family or medical reasons during a one-year period. This Act entitles the employee to take
208 leave without pay; where University policies permit, employees may use accrued leave with
209 pay at their discretion during any qualifying family or medical leave. Employees are entitled
210 to use FMLA in accordance with law and University policy. The failure to list, define, or
211 specify any particular provision or portion of the FMLA in this Agreement shall in no way
212 constitute a waiver of any of the rights or benefits conferred to the employer or the
213 employee through the FMLA.

214
215 **17.6 Modified Instructional Duties (MID) in case of birth or adoption.** Employees
216 who elect the MID are ineligible for Paid Parental Leave for the same birth or adoption
217 event. If the employee normally has an instructional assignment, then, after consultation
218 with the employee, the supervisor shall determine that the:

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

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

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

226
227 **17.7 Parental Leave Options.** The University provides the following leave options when
228 an employee becomes a biological parent, a child is placed for adoption in the employee's
229 home, or the employee becomes the legal guardian of a child. Modified Instructional Duties
230 are not available for an employee on paid or unpaid parental leave as defined in this
231 section.

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

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

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

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

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

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

271 (6) Duration of paid parental leave.

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

274 a. Twelve-month non-instructional, research, and clinical employees shall receive
275 up to 16^[CP5] contiguous weeks of paid parental leave;

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

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

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

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

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

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

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

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

297

298 **17.8 Leave Without Pay.**

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

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

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

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

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

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

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

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

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

333 (2) An employee's request for the use of accrued leave during a period of leave
334 without pay shall be made at the time of the employee's request for the leave without pay.
335 Such request shall include the amount of accrued leave the employee wishes to use during
336 the approved period of leave without pay. If circumstances arise during the approved leave
337 that cause the employee to reconsider the combination of leave with and without pay, the
338 employee may request approval of revisions to the original approval, which will be reviewed
339 by the University.

340

341 **17.9 Administrative Leaves.**

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

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

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

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

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

360 (b) **Military Leave.**

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

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

373 (3) Other Military Leave.

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

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

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

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

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

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

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

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

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

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

421 (e) **Official University Closings.** The University's representative may close the
422 University, or portions of the University, in accordance with University policies and
423 regulations relating to natural disasters or other emergencies. Such closings will be only for
424 the period it takes to restore normal working conditions. Leave resulting from such an
425 emergency closing shall not reduce employees' leave balances and should be recorded as
426 administrative (ADM) leave. University closures that cause leave-earning employees to

427 miss regularly scheduled assigned time/duties (such as office hours, departmental meeting,
428 etc.) shall be reported by the employee after such an event as ADM in accordance with
429 UCF's timekeeping procedures.
430

431 **17.10 Recovery Leave.**

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

443 (a) **Placing Employee on Recovery Leave.**

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

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

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

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

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

472 d. Before the employee is seen by the medical health professional, the
473 University must provide a written statement for the health care provider of its objective
474 justifiable suspicion based on specific facts or circumstances that an employee is

475 reasonably unable to perform the essential functions of his/her job as a result of a serious
476 medical condition or disability.

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

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

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

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

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

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

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