

## 1 ARTICLE 17

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

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

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

#### 23 (b) **Holidays.**

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

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

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

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

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

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

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

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, the employee  
107 will be considered to have abandoned their position.

108 (2) Notwithstanding paragraph (1) above, if the employee's failure to provide an  
109 update is for a reason beyond the control of the employee and the employee or  
110 representative notifies the University as soon as practicable with a reasonable and  
111 supportable explanation, the employee will not be considered to have abandoned the  
112 position.

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.

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

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

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

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

139 **17.3 Job-Related Illness/injury.**

140 (a) An employee who sustains a job-related illness/injury that is compensable under the  
141 Workers' Compensation Law shall be carried in full-pay status for a period of medically  
142 certified illness/injury not to exceed seven days immediately following the illness/injury, or

143 for a maximum of forty work hours if taken intermittently without being required to use  
144 accrued sick or annual leave.

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

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

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

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

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

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

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

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

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

168

#### 169 **17.4 Annual Leave.**

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

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

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

#### 181 (b) **Use and Transfer of Annual Leave.**

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

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

#### 187 (c) **Payment for Unused Annual Leave.**

188 (1) Prior to termination from an annual leave accruing contract, or transfer from an  
189 annual leave accruing contract to an academic year contract, the university's representative  
190 shall determine whether the employee has the ability to reduce their accrued annual leave

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

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

200

201 **17.5 Family and Medical Leave Act (FMLA) Entitlements.** The Family and Medical  
202 Leave Act of 1993 ("FMLA") (<https://www.dol.gov/>) is the common name for the federal law  
203 providing eligible employees an entitlement of up to twelve workweeks (i.e., 480 hours) of  
204 continuous leave or up to 480 hours of intermittent leave without pay for qualified family or  
205 medical reasons during a one-year period. This Act entitles the employee to take leave  
206 without pay; where University policies permit, employees may use accrued leave with pay at  
207 their discretion during any qualifying family or medical leave. Employees are entitled to use  
208 FMLA in accordance with law and University policy. The failure to list, define, or specify any  
209 particular provision or portion of the FMLA in this Agreement shall in no way constitute a  
210 waiver of any of the rights or benefits conferred to the employer or the employee through  
211 the FMLA.

212

213 **17.6 Modified Instructional Duties (MID) in case of birth or adoption.** Employees  
214 who elect the MID are ineligible for Paid Parental Leave for the same birth or adoption  
215 event. If the employee normally has an instructional assignment, then, after consultation  
216 with the employee, the supervisor shall determine that the:

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

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

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

224

225 **17.7 Parental Leave Options.** The University provides the following leave options when  
226 an employee becomes a biological parent, a child is placed for adoption in the employee's  
227 home, or the employee becomes the legal guardian of a child. Modified Instructional Duties  
228 are not available for an employee on paid or unpaid parental leave as defined in this  
229 section.

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

234 (1) **Eligibility.** An employee must be employed on at least a 0.75 FTE line before  
235 s/he is eligible to apply for this benefit. This program does not apply to individuals on a  
236 temporary, a term limited, or a visiting appointment. Furthermore, employees on soft money  
237 shall be eligible to the extent that such benefits are permitted by the terms of the contract or

238 grant, the ability to meet a grantor's deliverables, the rules of the funding agency, and  
239 adequate funds are available.

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

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

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

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

269 (6) Duration of paid parental leave.

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

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

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

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

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

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

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

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

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

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

295

## 296 **17.8 Leave Without Pay.**

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

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

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

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

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

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

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

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

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

331 (2) An employee's request for the use of accrued leave during a period of leave  
332 without pay shall be made at the time of the employee's request for the leave without pay.  
333 Such request shall include the amount of accrued leave the employee wishes to use during

334 the approved period of leave without pay. If circumstances arise during the approved leave  
335 that cause the employee to reconsider the combination of leave with and without pay, the  
336 employee may request approval of revisions to the original approval, which will be reviewed  
337 by the University.  
338

### 339 **17.9 Administrative Leaves.**

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

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

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

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

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

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

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

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

#### 371 (3) Other Military Leave.

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

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



381 employee's military pay. Leave payment for the first thirty days shall be made only upon  
382 receipt of documentation from appropriate military authority.

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

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

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

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

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

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

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

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

419 (e) **Official University Closings.** The University's representative may close the  
420 University, or portions of the University, in accordance with University policies and  
421 regulations relating to natural disasters or other emergencies. Such closings will be only for  
422 the period it takes to restore normal working conditions. Leave resulting from such an  
423 emergency closing shall not reduce employees' leave balances and should be recorded as  
424 administrative (ADM) leave. University closures that cause leave-earning employees to  
425 miss regularly scheduled assigned time/duties (such as office hours, departmental meeting,  
426 etc.) shall be reported by the employee after such an event as ADM in accordance with  
427 UCF's timekeeping procedures.  
428

429 **17.10 Recovery Leave.**

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

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

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

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

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

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

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

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

475 e. If the fitness for duty examination establishes that the employee is unable to  
476 perform the essential functions of his or her job, the university representative shall place the

477 employee on recovery leave. Otherwise, the employee's paid administrative leave shall end,  
478 and the employee shall return to their assigned duties to the extent practical.

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

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

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

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

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

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