

1 **ARTICLE 17**
2 *LEAVES AND TIME OFF*

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

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

24 (b) **Holidays.**

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

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

32 (c) **Tenure Credit During Periods of Leave.** Time spent on paid or unpaid
33 leave/time off for up to 160 hours in a semester shall be tenure-earning. A

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

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

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

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

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

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

55 17.2 Sick Time Off.

56 (a) Accrual of Sick Time Off. Paid sick time off shall be accrued before being
57 taken .

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

62 (2) A part-time employee shall accrue sick time off at a rate directly
63 proportionate to the percent of time employed.

64 (b) Use of Sick Time Off. It is the responsibility of the employee to report sick
65 time off when any scheduled time/duty (such as a meeting, office hours, teaching,
66 committee work) is missed, or if, due to illness or hospitalization, fewer than

67 eighty hours are worked during the reporting time period. A continuous period of
68 sick time off commences with the first day of absence and includes all subsequent
69 days until the employee returns to work. For this purpose, Saturdays, Sundays,
70 and official holidays observed by the State shall not be counted unless the
71 employee is scheduled to work on such days. During any seven-day period, the
72 maximum number of days of sick time off charged against any employee shall be
73 five days, or 40 hours.

74 The employee has an obligation to inform their chair/supervisor as far in
75 advance as possible to mitigate disruption to the department/college. An
76 employee who requests the use of sick time off must notify their immediate
77 supervisor as soon as practicable and shall report approved time off in accordance
78 with UCF's timekeeping procedures. When utilizing sick time off, it is not
79 permissible to engage in outside employment or to receive payment for services.
80 Sick time off is not to be used as a substitute for annual time off.

81 Sick time off shall be authorized for the following:

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

85 (2) The employee's personal appointments with a health care provider(s)
86 that are impossible to schedule around assigned duties.

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

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

95 (c) Certification. If an employee's absence or request for sick time off exceeds
96 four consecutive days, or if a pattern of absence is documented, the University
97 may require an employee to furnish certification signed by an attending health
98 care provider(s) affirming the medical reasons necessitating the absence and/or
99 the employee's ability to return to work. If the medical certification furnished by
100 the employee is not acceptable, the employee may be required to submit to a
101 medical examination by a health care provider(s) who is not a University staff

102 member, and which shall be paid for by the University. If the medical certification
103 indicates that the employee is unable to perform assigned duties, the university's
104 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
107 to work, that certification must be provided at least seven days before the date of
108 return indicated on the medical leave paperwork. If the medical certification is
109 not provided within seven days before their medical certification expires, and no
110 updates have been provided, the employee will be considered to have abandoned
111 their position.

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

117 (d) Payment for Unused Sick Time Off.

118 (1) An employee with fewer than ten years of University service, and/or
119 hired or rehired on or after July 1, 2027, who separates from the University shall
120 not be paid for any unused sick time off.

121 (2) An eligible employee hired before July 1, 2027 who has been
122 continuously employed in a non-OPS position has completed ten or more years of
123 University service; has not been found guilty or has not admitted to being guilty of
124 committing, aiding, or abetting any embezzlement, theft, or bribery in connection
125 with University service; or has not been found guilty by a court of competent
126 jurisdiction of having violated any State law against or prohibiting strikes by public
127 employees, and separates from the University because of retirement for other
128 than disability reasons, termination, or death, shall be compensated for the
129 employee's unused sick time off at the employee's current regular hourly rate of
130 pay for one-fourth of all unused sick time off accrued provided that one-fourth of
131 the unused sick time off does not exceed 480 hours.

132 (3) All payments to eligible employees for unused sick time off shall be
133 made in lump sum and shall not be used in determining the average final
134 compensation of an employee in any State administered retirement system. An
135 employee shall not be carried on the payroll beyond the last official day of

136 employment, except that an employee under retirement age who is unable to
137 perform duties because of a disability may be continued on the payroll until they
138 reach retirement age or all sick time off is exhausted, whichever occurs first.

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

142 17.3 Job-Related Illness/injury.

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

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

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

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

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

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

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

- 169 (2) place the employee on leave without pay status or extend such status;
170 (3) request the employee's resignation; or
171 (4) release the employee from employment, notwithstanding any other
172 provisions of this Agreement.

173 17.4 Annual Time Off.

174 (a) Accrual of Annual Time Off. Academic year employees and employees
175 appointed for fewer than nine months shall not accrue annual time off.

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

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

186 (b) Use and Transfer of Annual Time Off. Annual time off shall be accrued
187 before being taken. All requests for annual time off shall be submitted by the
188 employee to the supervisor as far in advance as possible. Approval of the dates on
189 which an employee wishes to take annual time off shall be at the discretion of the
190 supervisor and shall be subject to the consideration of departmental/unit and
191 organizational scheduling. An employee who becomes eligible for the use of sick
192 time off while on approved annual time off shall, upon notifying and receiving
193 approval from their immediate supervisor, substitute accrued sick time off to
194 cover such circumstances.

195 (c) Payment for Unused Annual Time Off.

196 (1) Prior to termination from an annual time off accruing contract, or
197 transfer from an annual time off accruing contract to an academic year contract,
198 the university's representative shall determine whether the employee has the
199 ability to reduce their accrued annual time off balance prior to termination or
200 reassignment to an academic year contract. If the employee does not have the
201 opportunity to reduce the balance, the University shall pay the employee for up
202 to forty-four days (352 hours) of unused annual time off. Payment of the accrued

203 annual time off shall be at the employee's last rate of pay under which they were
204 paid in the annual time off accruing position. All unused annual time off in excess
205 of forty-four days (352 hours) shall be forfeited.

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

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

221 **17.6 Modified Instructional Duties (MID) in case of birth or adoption.** Employees
222 who elect the MID are ineligible for Paid Parental Leave for the same birth,
223 adoption, or guardianship event. If the employee normally has an instructional
224 assignment, then, after consultation with the employee, the supervisor shall
225 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
230 shall be reviewed by the dean or vice president. The dean or vice president shall
231 either approve the modified work plan, or work in collaboration with the
232 supervisor and employee to try to reach an acceptable solution.

233 **17.7 Parental Leave Options.** The University provides the following leave options
234 when an employee becomes a biological parent, a child is placed for adoption in

235 the employee's home, or the employee becomes the legal guardian of a child.
236 Modified Instructional Duties are not available for an employee on paid or unpaid
237 parental leave as defined in this section.

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

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

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

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

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

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

282 (6) Duration of paid parental leave.

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

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

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

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

291 (b) Unpaid Parental Leave.

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

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

300 (3) The period of parental leave shall begin no more than two weeks before
301 the expected date of the child's arrival. Employees must complete the

302 appropriate forms 30 days before the anticipated date of birth, adoption, or
303 guardianship.

304 a. the university's representative shall acknowledge to the employee in
305 writing 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
307 certified by a health care provider(s), shall be treated as temporary disability if
308 requested, and the employee shall be allowed to use accrued sick time off credits.
309 In such a case, a Medical or Parental Leave Request and a UCF Medical
310 Certification Form is required.

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
314 pay for a period not to exceed one year. Such leave may be extended upon
315 mutual agreement. Employees on leave without pay must update their conflict of
316 interest/commitment forms if there is any change from their last report.
317 Employees given leaves of more than twelve weeks must return to the University
318 for at least one academic year after their return. If the employee fails to return to
319 the University for at least two consecutive semesters following their approved
320 leave, all fringe benefits must be repaid to the University within 60 days for
321 resignation or job abandonment.

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

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

330 (d) Accrual of Time Off/Holiday Pay. While on leave without pay, the employee
331 shall retain accumulated sick time off and annual time off , but shall not accrue
332 sick time off or annual time off nor be entitled to holiday pay.

333 (e) Use of Accrued Time Off During an Approved Period of Leave Without Pay.

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

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

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

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

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

357 17.9 Administrative Time Off.

358 (a) Jury Duty and Court Appearances.

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

364 (2) An appearance as an expert witness for which an employee receives
365 professional compensation falls under the Conflict of Interest/Commitment
366 Article 19 and the University's policies and regulations relative to outside
367 employment/conflict of interest. Such an appearance may require the employee

368 to request annual time off , or, in the case of a non-annual time off accruing
369 employee, they may request a modified work schedule.

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

376 (4) An employee involved in personal litigation during work hours must
377 request annual time off or, if a non-annual time off accruing employee, must
378 request a modified work schedule or record unpaid time off.

379

380 (b) Military Leave.

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

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

395 (3) Other Military Leave.

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

401 b. Such leave of absence shall be verified by official orders or
402 appropriate military certification. The first thirty days of such leave shall be with

403 full pay and shall not affect an employee's annual or sick time off balance. The
404 remainder of military leave shall be without pay unless the employee elects to use
405 accumulated annual time off or appropriate time off as provided in this Article, or
406 the employer exercises its option to supplement the employee's military pay.
407 Payment for the first thirty days shall be made only upon receipt of
408 documentation from appropriate military authority.

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

411 d. Use of accrued annual time off is authorized during a military leave
412 without pay in accordance with this Article.

413 (c) Leave Pending Investigation. When the University's representative has
414 reason to believe that the employee's presence on the job will adversely affect
415 the operation of the University, the University's representative may immediately
416 place the employee on leave pending investigation of the event(s) leading to that
417 belief. The leave pending investigation shall commence immediately upon the
418 university's representative providing the employee with a written notice. The
419 leave shall be with pay, with no reduction of accrued leave.

420 (d) Other Leaves Provided Not Affecting Accrued Time Off Balances. An
421 employee may be granted the following time off not affecting their accrued leave
422 balances:

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

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

437 (3) Athletic competition time off is provided for an employee who is a group
438 leader, coach, official, or athlete who is a member of the official delegation of the
439 United States team for athletic competition. Such paid time off not affecting
440 accrual balances shall be granted for the purpose of preparing for and engaging in
441 the competition for the period of the official training camp and competition, not
442 to exceed 30 days in a calendar year.

443 (4) Time off for re-examination or treatment with respect to service-
444 connected disability is provided for an employee who has such rating by the
445 United State Department of Veterans Affairs and has been scheduled to be
446 reexamined or treated for the disability. Upon presentation of written
447 confirmation of having been so scheduled, such time off not affecting the
448 employee's leave balances shall be approved and shall not exceed six calendar
449 days in any calendar year.

450 (e) Official University Closings. The University's representative may close the
451 University, or portions of the University, in accordance with University policies
452 and regulations relating to natural disasters or other emergencies. Such closings
453 will be only for the period it takes to restore normal working conditions. Leave
454 resulting from such an emergency closing shall not reduce employees' accrual
455 balances and should be recorded as Emergency Closing Time Off. University
456 closures that cause leave-earning employees to miss regularly scheduled assigned
457 time/duties (such as office hours, departmental meeting, etc.) shall be reported
458 by the employee after such an event in accordance with UCF's timekeeping
459 procedures.

460 17.10 Recovery Leave.

461 The purpose of recovery leave is to provide employees with serious medical
462 conditions and/or disabilities the opportunity to dedicate themselves to recovery
463 and/or healing with the hope of returning the employees to a productive status.
464 Eligible employees are those who, due to a serious medical condition or disability,
465 are unable to perform the essential functions of their job either with or without a
466 reasonable accommodation. Recovery leave should not be used in lieu of a
467 reasonable accommodation if one is available. This section of the Agreement
468 outlines the process used to determine an employee's fitness for duty and/or
469 their prognosis for returning fit for duty. Employees who experience serious
470 medical conditions and/or disabilities are encouraged to contact Human

471 Resources with questions about benefits, including disability insurance, and other
472 options, and to contact the Office of Institutional Equity with questions about
473 potential accommodations.

474 (a) Placing Employee on Recovery Leave.

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

480 (2) Employer-Initiated: If an employee's immediate supervisor and his or
481 her dean/vice-president reasonably believe that (i) the employee is unable to
482 perform the essential functions of his or her job either with or without reasonable
483 accommodation due to a serious medical condition or disability, or (ii) the
484 employee poses a direct threat to his or her own safety or the safety of others,
485 the university representative may place the employee on paid administrative
486 leave during which time the employee is obligated to seek an appointment as
487 described below. The employee would then be required to submit to a fitness for
488 duty (or independent medical) examination, the results of which shall be released
489 to the University, by a health care provider(s) chosen through its EAP provider
490 and paid by the University, or by a health care provider(s) chosen and paid by the
491 employee who is also acceptable to the president or representative. Such health
492 care provider(s) shall submit the appropriate medical certification(s) to the
493 University.

494 a. If the University agrees to accept the employee's choice of a health
495 care provider(s), the University may not then require another University-paid
496 fitness for duty examination for at least six months.

497 b. It is the responsibility of the employee to notify the University in a
498 timely manner of any delay in scheduling or completing the required fitness for
499 duty (or independent medical) examination. If the employee does not make
500 arrangements for a fitness for duty (or independent medical) examination during
501 their period of paid administrative leave, the employee shall be terminated at the
502 end of the paid administrative leave.

503 c. Prior to the fitness for duty (or independent medical) examination,
504 the health care provider(s) shall be provided by the University a description of the

505 essential functions of the employee's job and information from the appropriate
506 AESP about what would constitute satisfactory performance by the employee.

507 d. Before the employee is seen by the medical health professional, the
508 University must provide a written statement for the health care provider(s) of its
509 objective justifiable suspicion based on specific facts or circumstances that an
510 employee is reasonably unable to perform the essential functions of his/her job
511 as a result of a serious medical condition or disability.

512 e. If the fitness for duty examination does not establish that the
513 employee is able to perform the essential functions of his or her job, the
514 university representative shall place the employee on recovery leave. Otherwise,
515 the employee's paid administrative leave shall end, and the employee shall return
516 to their assigned duties to the extent practical.

517 (b) Conditions of Recovery Leave.

518 (1) Written notification to the employee placing the employee on recovery
519 leave shall include the duration of the recovery leave period and the conditions
520 under which the employee may return to work. These conditions may include the
521 requirement of the successful completion of, or participation in, a program of
522 rehabilitation or treatment, and follow-up medical certification(s) by a health
523 care provider(s) chosen through its EAP provider and paid by the University, or by
524 a health care provider(s) chosen and paid by the employee who is also acceptable
525 to the president or representative.

526 (2) The recovery leave period may be leave with pay or leave without pay.
527 If the recovery leave combines the use of accrued time off with leave without pay,
528 the use of such accrued time off shall be in accordance with this Article.

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

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

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