

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 leave/time off  
19 credits while on compensated leave in full-pay status, or while participating in  
20 sabbatical or professional development programs. If an employee is on  
21 compensated leave in less than full-pay status for other than sabbaticals or  
22 professional development programs, the employee shall accrue leave/time off in  
23 proportion to their pay status. Employees who are on leave without pay will not  
24 accrue leave/time off.

25 (b) **Holidays.**

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

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

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

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

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

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

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

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

## 56 17.2 Sick Leave/Time Off.

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

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

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

65 (b) Use of Sick Leave/Time Off. It is the responsibility of the employee to report  
66 sick leave/time off when any scheduled time/duty (such as a meeting, office  
67 hours, teaching, committee work) is missed, or if, due to illness or hospitalization,  
68 fewer than eighty hours are worked during the reporting time period. A  
69 continuous period of sick leave/time off commences with the first day of absence  
70 and includes all subsequent days until the employee returns to work. For this  
71 purpose, Saturdays, Sundays, and official holidays observed by the State shall not  
72 be counted unless the employee is scheduled to work on such days. During any  
73 seven-day period, the maximum number of days of sick leave/time off charged  
74 against any employee shall be five days, or 40 hours.

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

83 Sick leave/time off shall be authorized for the following:

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

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

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

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

97 (c) Certification. If an employee's absence or request for sick leave/time off  
98 exceeds four consecutive days, or if a pattern of absence is documented, the  
99 University may require an employee to furnish certification signed by an

100 attending health care provider(s) affirming the medical reasons necessitating the  
101 absence and/or the employee's ability to return to work. If the medical  
102 certification furnished by the employee is not acceptable, the employee may be  
103 required to submit to a medical examination by a health care provider(s) who is  
104 not a University staff member, and which shall be paid for by the University. If  
105 the medical certification indicates that the employee is unable to perform  
106 assigned duties, the university's representative may place the employee on  
107 recovery leave under the conditions set forth in that section.

108 (1) Return to work certification. If medical certification is required to return  
109 to work, that certification must be provided at least seven days before the date of  
110 return indicated on the medical leave paperwork. If the medical certification is  
111 not provided within seven days before their medical certification expires, and no  
112 updates have been provided, the employee will be considered to have abandoned  
113 their position.

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

119 (d) Payment for Unused Sick Leave/Time Off.

120 (1) An employee with fewer than ten years of University service who  
121 separates from the University shall not be paid for any unused sick leave/time off.

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

133 (3) All payments to eligible employees for unused sick leave/time off shall  
134 be made in lump sum and shall not be used in determining the average final  
135 compensation of an employee in any State administered retirement system. An  
136 employee shall not be carried on the payroll beyond the last official day of  
137 employment, except that an employee under retirement age who is unable to  
138 perform duties because of a disability may be continued on the payroll until they  
139 reach retirement age or all sick leave/time off is exhausted, whichever occurs  
140 first.

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

### 144 17.3 Job-Related Illness/injury.

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

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

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

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

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

165 (d) If, at the end of the leave period, the employee is unable to return to work  
166 and perform assigned duties, the University's representative shall advise the  
167 employee, as appropriate, of the Florida Retirement System's disability provisions  
168 and application process, and may, based upon a current medical certification by a  
169 health care provider(s) prescribed in accordance with Chapter 440 (Worker's  
170 Compensation), Florida Statutes, and taking the University's needs into account:  
171 (1) offer the employee part-time employment;  
172 (2) place the employee on leave without pay status or extend such status;  
173 (3) request the employee's resignation; or  
174 (4) release the employee from employment, notwithstanding any other  
175 provisions of this Agreement.

#### 176 17.4 Annual Leave/Time Off.

177 (a) Accrual of Annual Leave/Time Off. Academic year employees and  
178 employees appointed for fewer than nine months shall not accrue annual  
179 leave/time off.

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

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

191 (b) Use and Transfer of Annual Leave/Time Off. Annual leave/ time off shall be  
192 accrued before being taken. All requests for annual leave/time off shall be  
193 submitted by the employee to the supervisor as far in advance as possible.  
194 Approval of the dates on which an employee wishes to take annual leave/time off  
195 shall be at the discretion of the supervisor and shall be subject to the  
196 consideration of departmental/unit and organizational scheduling. An employee  
197 who becomes eligible for the use of sick leave/time off while on approved annual

198 leave/time off shall, upon notifying and receiving approval from their immediate  
199 supervisor, substitute accrued sick leave/time off to cover such circumstances.

200 (c) Payment for Unused Annual Leave/Time Off.

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

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

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

227 **17.6 Modified Instructional Duties (MID) in case of birth or adoption.** Employees  
228 who elect the MID are ineligible for Paid Parental Leave for the same birth,  
229 adoption, or guardianship event. If the employee normally has an instructional  
230 assignment, then, after consultation with the employee, the supervisor shall  
231 determine that the:

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

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

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

239 **17.7 Parental Leave Options.** The University provides the following leave options  
240 when an employee becomes a biological parent, a child is placed for adoption in  
241 the employee's home, or the employee becomes the legal guardian of a child.  
242 Modified Instructional Duties are not available for an employee on paid or unpaid  
243 parental leave as defined in this section.

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

248 (1) Eligibility. An employee must be employed on at least a 0.75 FTE line  
249 before s/he is eligible to apply for this benefit. This program does not apply to  
250 individuals on a temporary, a term limited, or a visiting appointment.

251 Furthermore, employees on soft money shall be eligible to the extent that such  
252 benefits are permitted by the terms of the contract or grant, the ability to meet a  
253 grantor's deliverables, the rules of the funding agency, and adequate funds are  
254 available.

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



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

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

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

288 (6) Duration of paid parental leave.

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

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

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

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

297 (b) Unpaid Parental Leave.

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

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

306 (3) The period of parental leave shall begin no more than two weeks before  
307 the expected date of the child's arrival. Employees must complete the  
308 appropriate forms 30 days before the anticipated date of birth, adoption, or  
309 guardianship.

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

312 b. any illness/injury caused or contributed to by pregnancy, when  
313 certified by a health care provider(s), shall be treated as temporary disability if  
314 requested, and the employee shall be allowed to use accrued sick leave/time off.  
315 In such a case, a Medical or Parental Leave Request and a UCF Medical  
316 Certification Form is required.

### 317 17.8 Leave Without Pay.

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

328 (b) Salary Adjustment. The salary of an employee returning from  
329 uncompensated leave shall be adjusted to reflect all non-discretionary increases  
330 distributed during the period of leave. Such leave will not affect eligibility to

331 participate in any special salary incentive programs such as the Research Incentive  
332 Award.

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

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

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

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

345 a. Notwithstanding the provisions of this Article regarding the use of  
346 sick leave/time off, an employee may use any type of accrued leave/time off in an  
347 amount necessary to cover the employee's contribution to the State insurance  
348 program and other expenses incurred by the employee during an approved  
349 period of leave without pay. Under such circumstances, the employee must use a  
350 minimum of ten accrued leave/time off hours per week.

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

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

357 (2) An employee's request for the use of accrued leave/time off during a  
358 period of leave without pay shall be made at the time of the employee's request  
359 for the leave without pay. Such request shall include the amount of accrued  
360 leave/time off the employee wishes to use during the approved period of leave  
361 without pay. If circumstances arise during the approved leave that cause the  
362 employee to reconsider the combination of leave with and without pay, the

363 employee may request approval of revisions to the original approval, which will  
364 be reviewed by the University.

## 365 17.9 Administrative Leaves/Time Off.

### 366 (a) Jury Duty and Court Appearances.

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

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

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

384 (4) An employee involved in personal litigation during work hours must  
385 request annual leave/time off or, if a non-annual leave/time off accruing  
386 employee, must request a modified work schedule or record unpaid leave/time  
387 off.

388

### 389 (b) Military Leave.

390 (1) Short-term Military Training. An employee who is a member of the  
391 United States Armed Forces Reserve, including the National Guard, upon  
392 presentation of a copy of the employee's official orders, letter from the  
393 Commanding Officer, or appropriate military certification, shall be granted leave  
394 with pay during periods in which the employee is engaged in annual field training  
395 or other active or inactive duty for training exercises. Such leave with pay shall  
396 not exceed two hundred forty hours in any one university fiscal year (July 1 – June

397 30). Additional leave for training may be taken as ordered by the military,  
398 however annual leave/time off, compensatory leave, or leave without pay may be  
399 utilized to cover the additional time necessary for training.

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

404 (3) Other Military Leave.

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

410 b. Such leave of absence shall be verified by official orders or  
411 appropriate military certification. The first thirty days of such leave shall be with  
412 full pay and shall not affect an employee's annual or sick leave/time off balance.  
413 The remainder of military leave shall be without pay unless the employee elects  
414 to use accumulated annual leave/time off or appropriate leave/time off as  
415 provided in this Article, or the employer exercises its option to supplement the  
416 employee's military pay. Payment for the first thirty days shall be made only  
417 upon receipt of documentation from appropriate military authority.

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

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

422 (c) Leave Pending Investigation. When the University's representative has  
423 reason to believe that the employee's presence on the job will adversely affect  
424 the operation of the University, the University's representative may immediately  
425 place the employee on leave pending investigation of the event(s) leading to that  
426 belief. The leave pending investigation shall commence immediately upon the  
427 university's representative providing the employee with a written notice. The  
428 leave shall be with pay, with no reduction of accrued leave.

429 (d) Other Leaves Provided Not Affecting Accrued Leave/Time Off Balances. An  
430 employee may be granted the following other leaves/time off not affecting their  
431 accrued leave balances:

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

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

446 (3) Athletic competition leave/time off is provided for an employee who is a  
447 group leader, coach, official, or athlete who is a member of the official delegation  
448 of the United States team for athletic competition. Such paid leave/time off not  
449 affecting accrual balances shall be granted for the purpose of preparing for and  
450 engaging in the competition for the period of the official training camp and  
451 competition, not to exceed 30 days in a calendar year.

452 (4) Leave/time off for re-examination or treatment with respect to service-  
453 connected disability is provided for an employee who has such rating by the  
454 United State Department of Veterans Affairs and has been scheduled to be  
455 reexamined or treated for the disability. Upon presentation of written  
456 confirmation of having been so scheduled, such leave/time off not affecting the  
457 employee's leave balances shall be approved and shall not exceed six calendar  
458 days in any calendar year.

459 (e) Official University Closings. The University's representative may close the  
460 University, or portions of the University, in accordance with University policies  
461 and regulations relating to natural disasters or other emergencies. Such closings  
462 will be only for the period it takes to restore normal working conditions.

463 Leave/time off resulting from such an emergency closing shall not reduce  
464 employees' leave/time off accrual balances and should be recorded as  
465 administrative (ADM) leave/Emergency Closing Time Off. University closures that  
466 cause leave-earning employees to miss regularly scheduled assigned time/duties  
467 (such as office hours, departmental meeting, etc.) shall be reported by the  
468 employee after such an event in accordance with UCF's timekeeping procedures.

#### 469 17.10 Recovery Leave.

470 The purpose of recovery leave is to provide employees with serious medical  
471 conditions and/or disabilities the opportunity to dedicate themselves to recovery  
472 and/or healing with the hope of returning the employees to a productive status.  
473 Eligible employees are those who, due to a serious medical condition or disability,  
474 are unable to perform the essential functions of their job either with or without a  
475 reasonable accommodation. Recovery leave should not be used in lieu of a  
476 reasonable accommodation if one is available. This section of the Agreement  
477 outlines the process used to determine an employee's fitness for duty and/or  
478 their prognosis for returning fit for duty. Employees who experience serious  
479 medical conditions and/or disabilities are encouraged to contact Human  
480 Resources with questions about benefits, including disability insurance, and other  
481 options, and to contact the Office of Institutional Equity with questions about  
482 potential accommodations.

##### 483 (a) Placing Employee on Recovery Leave.

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

489 (2) Employer-Initiated: If an employee's immediate supervisor and his or  
490 her dean/vice-president reasonably believe that (i) the employee is unable to  
491 perform the essential functions of his or her job either with or without reasonable  
492 accommodation due to a serious medical condition or disability, or (ii) the  
493 employee poses a direct threat to his or her own safety or the safety of others,  
494 the university representative may place the employee on paid administrative  
495 leave during which time the employee is obligated to seek an appointment as  
496 described below. The employee would then be required to submit to a fitness for

497 duty (or independent medical) examination, the results of which shall be released  
498 to the University, by a health care provider(s) chosen through its EAP provider  
499 and paid by the University, or by a health care provider(s) chosen and paid by the  
500 employee who is also acceptable to the president or representative. Such health  
501 care provider(s) shall submit the appropriate medical certification(s) to the  
502 University.

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

506 b. It is the responsibility of the employee to notify the University in a  
507 timely manner of any delay in scheduling or completing the required fitness for  
508 duty (or independent medical) examination. If the employee does not make  
509 arrangements for a fitness for duty (or independent medical) examination during  
510 their period of paid administrative leave, the employee shall be terminated at the  
511 end of the paid administrative leave.

512 c. Prior to the fitness for duty (or independent medical) examination,  
513 the health care provider(s) shall be provided by the University a description of the  
514 essential functions of the employee's job and information from the appropriate  
515 AESP about what would constitute satisfactory performance by the employee.

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

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

526 (b) Conditions of Recovery Leave.

527 (1) Written notification to the employee placing the employee on recovery  
528 leave shall include the duration of the recovery leave period and the conditions  
529 under which the employee may return to work. These conditions may include the  
530 requirement of the successful completion of, or participation in, a program of



531 rehabilitation or treatment, and follow-up medical certification(s) by a health  
532 care provider(s) chosen through UCF's EAP provider and paid by the University, or  
533 by a health care provider(s) chosen and paid by the employee who is also  
534 acceptable to the president or representative.

535 (2) The recovery leave period may be leave with pay or leave without pay.  
536 If the recovery leave combines the use of accrued leave/time off with leave  
537 without pay, the use of such accrued leave/time off shall be in accordance with  
538 this Article.

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

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

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