Article 17

Leaves

17.1 Requests for a Leave or Extension of Leave of One (1) Semester or More.
A. For a leave of one (1) semester or more, an employee shall make a written request not less than 120 days prior to the beginning of the proposed leave, if practicable.

B. For an extension of a leave of one (1) semester or more, an employee shall make a written request not less than sixty (60) days before the end of the leave, if practicable.

C. The University shall approve or deny such request in writing not later than thirty (30) days after receipt of the request.

D. An absence without approved leave or extension of leave shall subject the employee to the provisions of Article 16.7.

E. An employee's request for use of leave for an event covered by the provisions of the Family and Medical Leave Act (FMLA) of 1993 (Public Law 103-3) shall be submitted and responded to in accordance with the provisions of Article 17.6 below.

17.2 Return from Leave. An employee who returns from an approved leave of absence with or without pay shall be returned to the same classification, unless the University and the employee agree in writing to other terms and conditions. The return from FMLA leave shall be in accordance with Article 17.6 below.

17.3 Accrual During Leave with Pay. An employee shall accrue normal leave while on compensated leave in full-pay status, or while participating in the sabbatical or professional development programs. If an employee is on compensated leave in less than full-pay status for other than sabbaticals or professional development programs, the employee shall accrue leave in proportion to the pay status.

17.4 Tenure Credit During Periods of Leave. Leaves of an entire semester or more during which an employee is on compensated or uncompensated leave shall not be creditable for the purpose of determining eligibility for tenure, except by mutual agreement of the employee and the University. In deciding whether to credit such leave toward tenure eligibility, the President or representative shall consider the duration of the leave, the relevance of the employee's activities while on such leave to the employee's professional development and to the employee's field of employment, the benefits, if any, which accrue to the University by virtue of placing the employee on such leave, and other appropriate factors.

17.5 Holidays.
A. An employee shall be entitled to observe all official holidays designated as holidays by the University, which shall at a minimum include those holidays designated in Fla. Stat. Section 110.117. No classes shall be scheduled on designated holidays. Classes not held because of a holiday shall not be rescheduled.

B. Supervisors are encouraged not to require an employee to perform duties on holidays; however, an employee required to perform duties on holidays shall have the employee's schedule adjusted to provide equivalent time off.

C. If an employee who has performed duties on a holiday terminates employment prior to being given time off, the employee shall be paid, upon termination, for the holiday hours worked within the previous twelve (12) month period.

17.6 Family and Medical Leave Act (FMLA) Entitlements.
A. The Family and Medical Leave Act of 1993 ("FMLA") is the common name for the Federal law providing eligible employees an entitlement of up to four hundred and eighty (480) hours of leave without pay for qualified family or medical reasons during a one-year period. This Act entitles the employee to take leave without pay; where University policies permit, employees may use accrued leave with pay during any qualifying family or medical leave. The failure to list, define, or specify any particular provision or portion of the FMLA in this Agreement shall in no way constitute a waiver of any of the rights or benefits conferred to the employer or the employee through the FMLA.

B. Implementation of FMLA Leave Entitlements.

(1). An employee, whether salaried or paid from Other Personal Services (OPS), is entitled to four hundred and eighty (480) hours of FMLA leave within a twelve (12) month period for any qualifying family or medical leave.

(2). Pursuant to Fla. Admin. Code 6C4- 10.104(12), a salaried employee is entitled to a parental leave for up to six (6) months in accordance with the provisions of Article 17.7 below, for a birth or adoption of the employee's child. If an eligible employee elects to take Parental Leave, up to four hundred and eighty (480) hours of such leave may be counted against that employee's FMLA entitlement.

C. Accounting for the Use of FMLA Leave in a Twelve-Month Period.

(1). The fiscal year (July 1 - June 30) shall be the designated twelve (12) month period in which to count the use of up to four hundred and eighty (480) hours of FMLA leave.

(2). An eligible employee's entitlement to leave for a birth or placement for adoption or foster care expires at the end of a twelve (12) month period beginning on the date of the birth or placement of the child.

D. Use and Approval of FMLA Leave.

(1). The University shall approve FMLA leave for an eligible employee as long as the reasons for absence qualify under the FMLA and the employee has not exhausted the employee's four hundred and eighty (480) hours within the appropriate 12-month period for such leave. The employee may request FMLA leave as accrued leave, leave without pay, or a combination of both.

(2). The University may require that the employee use accrued leave with pay prior to requesting leave without pay for four hundred and eighty (480) hours (12 workweeks) of FMLA leave. Requiring the use of paid leave shall be applied consistently and may not be used merely to exhaust the employee's leave balance in order to prohibit the use of paid leave while on leave without pay as provided for in Article 17.11(E) below.

(3). After the President or representative has acquired knowledge that the leave is being taken for an FMLA qualifying event, the President or representative shall within two business days, absent extenuating circumstances, notify the employee of the period of FMLA leave to be granted, including the date of return to employment. If the notice is oral, it shall be confirmed in writing no later than the following payday (unless the payday is less than one week after the oral notice, in which case the notice must be no later than the subsequent payday).

E. Medical Certification.

(1) The University may require an employee to provide medical certification from a health care provider for FMLA leave without pay when taken for the serious health condition of the employee or the employee's family member.

(2) Medical certification may be required to affirm the employee's ability to return to work and perform one or more of the essential functions of the job within the meaning of the Americans with Disabilities Act (ADA), after being absent on FMLA leave.

F. Return to Position. Upon return from FMLA leave, the employee shall be returned to the same or equivalent position in the same class and work location, including the same shift or equivalent schedule, unless the University and the employee agree in writing to other conditions and terms under which such leave is to be granted.

G. Continuation of Benefits. The use of FMLA leave by eligible employees shall neither enhance nor decrease any rights or benefits normally accrued to salaried employees during a leave with pay or any rights or benefits normally accrued during a leave without pay.

H. If any provision of Article 17.6 (FMLA) is inconsistent with or in contravention of the Family Medical Leave Act of 1993, Public Law 103-3, or the Family and Medical Leave Act Regulations, 29 CFR Part 825, or any subsequently enacted legislation, then such provision shall be superseded by the laws or regulations referenced above, except to the extent that the collective bargaining agreement or any employee benefit program or plan provides greater family or medical leave rights to an eligible employee.

17.7 Parental Leave Paid Program.

(1) No more than twice in the course of an employee’s tenure at the University, the employee may request and be granted a paid parental leave for the birth or adoption of a child not to exceed one semester (for instructional faculty) or three months for non-instructional employees. No two members of the same family may request parental leave at the same time or for the same event (birth or adoption of a child). (2) Commitment to return. An employee must agree in writing to return to University employment for at least one academic year (calendar year for non instructional faculty) following participation in parental leave or reimburse the University for salary received during the leave period. (3) Commitment to Reimburse. An employee who makes use of parental leave and who remains in University employment for at least one academic year (calendar year for non-instructional faculty) immediately following participation in the parental leave program shall have the total number of hours used deducted from the employee’s sick leave and/or annual leave upon separation from the University, or upon transferring between an annual leave and non-annual leave accruing contract. An employee who makes use of parental leave, but does not remain in University employment for at least one academic year

(calendar year for non-instructional faculty) immediately following participation in the parental leave program may be required to reimburse the University for the liquidated equivalent of all salary paid while on parental leave. (4) The “Parental Leave Paid Program” will be implemented on January 1, 2009 with a commitment of .10% of the in-unit employees’ salary base. Program guidelines will be posted on the University’s website.

17.8 Leaves Due to Illness/Injury.
Illness/Injury is defined as any physical or mental impairment of health, including such an impairment proximately resulting from pregnancy, which does not allow an employee to fully and properly perform the duties of the employee's position. When an employee's illness/injury may be covered by the Americans with Disabilities Act, the provisions of Public Law 101-336 shall apply.

A. Sick Leave.

(1). Accrual of Sick Leave.

a. A full-time employee shall accrue four (4) hours of sick leave for each biweekly pay period, or the number of hours that are directly proportionate to the number of days worked during less than a full-pay period, without limitation as to the total number of hours that may be accrued.

b. A part-time employee shall accrue sick leave at a rate directly proportionate to the percent of time employed.

c. An employee appointed under Other Personal Services (OPS) shall not accrue sick leave.

(2). Uses of Sick Leave.

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

b. Sick leave shall be authorized for the following:

1. The employee's personal illness or exposure to a contagious disease, which would endanger others.

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

3. The illness or injury of a member of the employee's immediate family, at the discretion of the supervisor. Approval of requests for use of reasonable amounts of sick leave for caring for a member of the employee's immediate family shall not be unreasonably withheld. "Immediate family" means the spouse and the grandparents, parents, brothers, sisters, children, and grandchildren of both the employee and the spouse, and dependents living in the household.

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

c. A continuous period of sick leave commences with the first day of absence and includes all subsequent days until the employee returns to work. For this purpose, Saturdays, Sundays, and official holidays observed by the University shall not be counted unless the employee is scheduled to perform services on such days. During any seven (7) day period, the maximum number of days of sick leave charged against any employee shall be five (5).

d. An employee who requires the use of sick leave should notify the supervisor as soon as practicable.

e. An employee who becomes eligible for the use of sick leave while on approved annual leave shall, upon notifying the supervisor, substitute the use of accrued sick leave to cover such circumstances.

(3). Certification. If an employee's request for absence or absence exceeds four (4) consecutive days, or if a pattern of absence is documented, the University may require an employee to furnish certification issued by an attending health care provider of the medical reasons necessitating the absence and/or the employee's ability to return to work. If the medical certification furnished by the employee is not acceptable, the employee may be required to submit to a medical examination by a health care provider who is not a University staff member which shall be paid for by the University. If the medical certification indicates that the employee is unable to perform assigned duties, the President or representative may place the employee on compulsory leave under the conditions set forth in Article 17.8(C) below.

(4). Transfer of Credits.

a. When an employee is reemployed by the University within 100 days, the full balance of accrued sick leave shall accompany the employee unless the employee has received a lump sum payment for accrued sick leave. If an employee has received such a lump sum payment, the employee may elect in writing, upon re-employment, to restore the employee's accrued sick leave. Such restoration will be effective upon repayment of the full lump sum leave payment.

b. When an employee moves to a position in state government, the transfer of unused sick leave from the University shall be governed by the rules of the plan to which the employee is transferring.

c. The transfer of unused sick leave from a local government to a university position is not permitted unless a reciprocal agreement in writing between the University and the previous employing entity is in effect.

(5). Payment for Unused Sick Leave.

a. An employee with less than ten (10) years of continuous University service, as defined herein, who separates from the University shall not be paid for any unused sick leave. For employees appointed on or before 1/7/03 University service includes continuous employment by the University or the State of Florida.

b. An employee who has completed ten (10) or more years of University service, as defined in Article 17.8(A)(5)(a) above, has not been found guilty or has not admitted to being guilty of committing, aiding, or abetting any embezzlement, theft, or bribery in connection with University employment, or has not been found guilty by a court of competent jurisdiction of having violated any State law against or prohibiting strikes by public employees, and separates from the University because of retirement for other than disability reasons, termination, or death, shall be compensated at the employee's current regular hourly rate of pay for one-fourth of all unused accrued sick leave ; provided that the payment shall not exceed 480 hours.

c. Upon layoff, an employee with ten (10) or more years of University service, as defined in Article 17.8(A)(5)(a) above, shall be paid for unused sick leave as described in Article 17.8(A)(5)(b), above, unless the employee requests in

writing that unused sick leave be retained pending re-employment. For an employee who is re-employed by the university within twelve (12) calendar months following layoff, all unused sick leave shall be restored to the employee, provided the employee requests such action in writing and repays the full amount of any lump sum leave payments received at the time of layoff. An employee who is not re-employed within twelve (12) calendar months following layoff shall be paid for sick leave in accordance with Article 17.8(A)(5)(b) above.

d. All payments for unused sick leave authorized by Article 17.8(A)(5)(b) above, shall be made in lump sum and shall not be used in determining the average final compensation of an employee in any state administered retirement system. An employee shall not be carried on the payroll beyond the last official day of employment, except that an employee who is unable to perform duties because of a disability may be continued on the payroll until all accrued sick leave is exhausted.

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

f. In the event of the death of an employee, payment of sick leave accrued at the time of death shall be made to the employee's beneficiary, estate, or as provided by law.

g. Employees initially and newly appointed on or after August __, 2014, who are laid off, non-renewed, terminated, retire, die or resign from the University shall not be paid for any unused sick leave. This provision shall not apply to employees employed by the University prior to August ___, 2014.

(6). Sick Leave Buy Back.

B. Job-Related Illness/Injury.

(1). An employee who sustains a job-related illness/injury that is compensable under the Workers' Compensation Law shall be carried in full-pay status for a period of medically certified illness/injury not to exceed seven (7) days immediately following the illness/injury, or for a maximum of forty (40) work hours if taken intermittently without being required to use accrued sick or annual leave

(2). If, as a result of the job-related illness/injury, the employee is unable to resume work at the end of the period provided in Article 17.8(B)(1), above:

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

b. The employee shall be placed on leave without pay and shall receive normal Workers' Compensation benefits if the employee has exhausted all accrued leave in accordance with Article 17.8 (B)(2)(a), above, or the employee elects not to use accrued leave.

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

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

a. offer the employee part-time employment;
b. place the employee in leave without pay status or extend such status;
c. request the employee's resignation; or
d. release the employee from employment, notwithstanding any other provisions of this Agreement.

C. Compulsory Leave.

(1). Placing Employee on Compulsory Leave.

a. If an employee is unable to perform assigned duties due to illness/injury the President or representative may require the employee to submit to a medical examination, the results of which shall be released to the University, by a health care provider chosen and paid by the University, or by a health care provider chosen and paid by the employee, who is acceptable to the President or representative. Such health care provider shall submit the appropriate medical certification(s) to the University. The employee shall cooperate by providing such medical records as requested by the examining physician.
b. If the University agrees to accept the employee's choice of a health care provider the University may not then require another university-paid examination.
c. If the medical examination confirms that the employee is unable to perform assigned duties, the President or representative shall place the employee on compulsory leave.

(2). Conditions of Compulsory Leave.

a. Written notification to the employee placing the employee on compulsory leave shall include the duration of the compulsory leave period and the conditions under which the employee may return to work. These conditions may include the requirement of the successful completion of, or participation in, a program of rehabilitation or treatment, and follow-up medical certification(s) by the health care provider, as appropriate.
b. The compulsory leave period may be leave with pay or leave without pay. If the compulsory leave combines the use of accrued leave with leave without pay, the use of such leave shall be in accordance with Article 17.11 below.
c. If the employee fulfills the terms and conditions of the compulsory leave and receives a medical certification from a health care provider approved by the University that the employee is able to perform assigned duties, the President or representative shall return the employee to the employee's previous duties, if possible, or to equivalent duties.

(3). Duration. Compulsory leave, with or without pay, shall be for a period not to exceed the duration of the illness/injury or one year, whichever is less.

(4). Failure to Complete Conditions of Compulsory Leave or Inability to Return to Work. If the employee fails to fulfill the terms and conditions of a compulsory leave

and/or is unable to return to work and perform assigned duties at the end of a leave period, the President or representative should advise the employee, as appropriate, of the Florida Retirement System's disability provisions and application process, and may, based upon the University's needs:

a. offer the employee part-time employment;
b. place the employee in leave without pay status in accordance with Article 17.11 below or extend such status;
c. request the employee's resignation; or
d. release the employee from employment, notwithstanding any other provisions of this Agreement.

17.9 Annual Leave

A. Accrual of Annual Leave.

(1). Full-time employees appointed for more than nine (9) months, except employees on academic year appointments, shall accrue annual leave at the rate of 6.769 hours biweekly or 14.667 hours per month (or a number of hours that is directly proportionate to the number of days worked during less than a full-pay period for full-time employees), and the hours accrued shall be credited at the conclusion of each pay period or, upon termination, at the effective date of termination. Employees may accrue annual leave in excess of the year end maximum during a calendar year. Employees with accrued annual leave in excess of the year end maximum as of December 31, shall have any excess converted to sick leave on an hour-for-hour basis on January 1 of each year.
(2). Part-time employees appointed for more than nine (9) months, and employees with greater than academic year appointments shall accrue annual leave at a rate directly proportionate to the percent of time employed.
(3). Employees appointed for 9 months or less shall not accrue annual leave.

B. Use and Transfer of Annual Leave.

(1). Annual leave shall be accrued before being taken, except in those instances where the President or representative may authorize the advancing of annual leave. When leave has been advanced and employment is terminated prior to the employee accruing sufficient annual leave to credit against the leave that was advanced, the University shall deduct from the employee's warrant the cost of any annual leave advanced under this provision. All requests for annual leave shall be submitted by the employee to the supervisor as far in advance as possible and appropriate. Approval of the dates on which an employee wishes to take annual leave shall be at the discretion of the supervisor and shall be subject to the consideration of departmental/unit and organizational scheduling.
(2). Upon re-employment within the University within 100 days, except for re-employment after layoff (see 17.9(C)(3) below), the employee may choose to reinstate their annual leave balance by repaying the full lump-sum annual leave payment received.
(3). An employee may transfer into an annual leave accruing position up to forty-four (44) days of unused leave accrued in the University classification and pay plan in which previously employed, provided the employee has not received payment for such leave and no more than thirty-one (31) days have elapsed between jobs.
(4). When an annual leave accruing employee moves to a position in state government, the transfer of leave from USF shall be governed by the rules of the plan

to which the employee is transferring. Should all unused leave not be transferable, up to forty-four days (352 hours) of the remaining balance shall be paid in lump sum, effective the last day of University employment.
(5). The transfer of unused annual leave from a local government to an annual leave accruing position is not permitted unless a reciprocal agreement in writing between the University or its representative and the previous employing entity is in effect.

C. Payment for Unused Annual Leave.

(1). Upon termination from an annual leave accruing contract, or transfer from an annual leave accruing contract to an academic year contract, and unless the employee requests the option in Article 17.9(C)(2) below, the university shall pay the employee for up to forty-four days (352 hours) of unused annual leave at the calendar year rate the employee was accruing as of the employee's last day of work, provided that a determination has been made by the President or representative that the employee was unable to reduce the unused annual leave balance prior to termination or reassignment to an academic year contract. All unused annual leave in excess of forty-four days (352 hours) shall be forfeited by the employee.
(2). Upon transfer from an annual leave accruing contract to an academic year contract within the University, the employee may elect to retain all unused annual leave until such time, not to exceed two (2) years, as the employee transfers back to an annual leave accruing contract or terminates employment with the University. Upon such termination or at the end of two (2) years, whichever comes first, the unused leave balance shall be paid in lump sum for up to forty-four days (352 hours) at the annual rate the employee was accruing as of the employee's last day of work on an annual leave accruing contract.
(3). Upon layoff, an employee shall be paid for up to forty-four days (352 hours) of unused annual leave in lump sum, unless the employee requests in writing that annual leave credits be retained pending re-employment. For employees who are re-employed by the University within twelve (12) calendar months following layoff, all unused annual leave shall be restored to the employee, provided the employee requests such action in writing and repays the full amount of any lump sum leave payment received at the time of layoff. Employees who are not re-employed within twelve (12) calendar months following layoff and who elected to retain their annual leave pending re-employment shall be paid for up to forty-four days (352 hours) of unused annual leave at the calendar rate the employee was accruing as of the employee's last day of work.
(4). If an employee has received a lump sum payment for accrued annual leave, the employee may elect in writing, upon re-employment within 100 days, to restore the employee's accrued annual leave. Restoration will be effective upon the repayment of the full lump sum leave payment.
(5). In the event of the death of an employee, payment for all unused accrued annual leave at the time of death, up to 352 hours, shall be made to the employee's beneficiary, estate, or as provided by law.

17.10 Administrative Leaves.

A. Jury Duty and Court Appearances.

(1). An employee who is summoned as a member of a jury panel or subpoenaed as a witness in a matter not involving the employee's personal interests, shall be granted

leave with pay and any jury or witness fees shall be retained by the employee; leave granted hereunder shall not affect an employee's annual or sick leave balance.
(2). An appearance as an expert witness for which an employee receives professional compensation falls under Article 19 and the University's policies and rules relative to outside employment/conflict of interest. Such an appearance may necessitate the employee requesting annual leave or, if a non-annual leave accruing employee, may necessitate the employee seeking an adjustment of the work schedule.
(3). If an employee is required, as a direct result of the employee's employment, to appear as an official witness to testify in the course of any action as defined in Section 92.142(2), Florida Statutes, such duty shall be considered a part of the employee's job assignment, and the employee shall be paid per diem and travel expenses and shall turn over to the University any fees received.
(4). An employee involved in personal litigation during work hours must request annual leave or, if a non-annual leave accruing employee, must seek an adjustment to the work schedule.

B. Military Leave.

(1). Short-term Military Training. An employee who is a member of the United States Armed Forces Reserve, including the National Guard, upon presentation of a copy of the employee's official orders or appropriate military certification, shall be granted leave with pay during periods in which the employee is engaged in annual field training or other active or inactive duty for training exercises. Such leave with pay shall not exceed seventeen (17) work days in any one (1) federal fiscal year (October 1 - September 30).
(2). National Guard State Service. An employee who is a member of the Florida National Guard shall be granted leave with pay on all days when ordered to active service by the State. Such leave with pay shall not exceed thirty (30) days at any one time.
(3). Other Military Leave.

a. An employee, except an employee who is employed in a temporary position or employed on a temporary basis, who is drafted, who volunteers for active military service, or who is ordered to active duty (not active duty training) shall be granted leave in accordance with Chapter 43 of Title 38, United States Code. Active military service includes active duty with any branch of the United States Army, Air Force, Navy, Marine Corps, Coast Guard, National Guard of the State of Florida, or other service as provided in Sections 115.08 and 115.09, Florida Statutes.
b. Such leave of absence shall be verified by official orders or appropriate military certification. The first thirty (30) days of such leave shall be with full-pay and shall not affect an employee's annual or sick leave balance. The remainder of military leave shall be without pay unless the employee elects to use accumulated annual leave or appropriate leave as provided in (4) below, or the employer exercises its option under Section 115.14, Florida Statutes, to supplement the employee's military pay. Leave payment for the first thirty (30) days shall be made only upon receipt of evidence from appropriate military authority that thirty (30) days of military service have been completed.
c. Applicable provisions of Federal and State law shall govern the granting of military leave and the employee's re-employment rights.

d. Use of accrued leave is authorized during a military leave without pay in accordance with Article 17.11 below.

C. Leave Pending Investigation. When the President or representative has reason to believe that the employee's presence on the job will adversely affect the operation of the University, the President or representative may immediately place the employee on leave pending investigation of the event(s) leading to that belief. The leave pending investigation shall commence immediately upon the President or representative providing the employee with a written notice of the reasons therefor. The leave shall be with pay, with no reduction of accrued leave.

D. Other Leaves Provided Not Affecting Accrued Leave Balances. An employee may be granted other leaves not affecting accrued leave balances which are provided as follows:

(1). Florida Disaster Volunteer Leave is provided by Section 110.120, Florida Statutes, for an employee who is a certified disaster service volunteer of the American Red Cross. Leave of absence with pay for not more than fifteen (15) working days in the fiscal year may be provided upon request of the American Red Cross and the employee's supervisor's approval. Leave granted under this act shall be only for services related to a disaster occurring within the boundaries of the State of Florida.

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

(3). Athletic competition leave is provided by Section 110.118, Florida Statutes, for an employee who is a group leader, coach, official, or athlete who is a member of the official delegation of the United States team for athletic competition. Such paid leave not affecting leave balances shall be granted for the
purpose of preparing for and engaging in the competition for the period of the official training camp and competition, not to exceed 30 days in a calendar year.

(4). Leave for re-examination or treatment with respect to service-connected disability is provided by Section 110.119, Florida Statues, for an employee who has such rating by the United State Department of Veterans Affairs and has been scheduled to be reexamined or treated for the disability. Upon presentation of written confirmation of having been so scheduled, such leave not affecting the employee's leave balances shall be approved and shall not exceed six (6) calendar days in any calendar year.

E. Official Emergency Closings. The President or President's representative may close the University, or portions of the University, in the event of an emergency or natural disaster. Such closings will be only for the period it takes to restore normal working conditions. Leave resulting from such an emergency closing shall not reduce employees' leave balances.

17.11 Leave Without Pay.

A. Granting. Upon request of an employee, the President or representative shall grant a leave without pay for a period not to exceed one year unless the President or representative determines that granting such leave would be inconsistent with the best interests of the University. Such leave may be extended upon mutual agreement.

B. Salary Adjustment. The salary of an employee returning from uncompensated leave shall be adjusted to reflect all non-discretionary increases distributed during the period of leave. While on such leave, an employee shall be eligible to participate in any special salary incentive programs.

C. Retirement Credit. Retirement credit for such periods of leave without pay shall be governed by the provisions of applicable Florida Statutes and implementing rules.

D. Accrual of Leave/Holiday Pay. While on leave without pay, the employee shall retain accumulated sick leave and annual leave, but shall not accrue sick leave or annual leave nor be entitled to holiday pay.

E. Use of Accrued Leave During an Approved Period of Leave Without Pay.

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

a. Notwithstanding the provisions of Article 17.8(A)(2) above regarding the use of sick leave, an employee may use any type of accrued leave in an amount necessary to cover the employee's contribution to the State insurance program and other expenses incurred by the employee during an approved period of leave without pay for parental, foster care, medical, or military reasons.

b. Normally the use of accrued leave during a period of leave without pay for medical reasons shall be approved for up to six (6) months, but may be approved for up to one year for the serious health condition of the employee or a member of the employee's immediate family.

c. The employer contribution to the State insurance program will continue for the corresponding payroll periods.

(2). An employee's request for the use of accrued leave during a period of leave without pay shall be made at the time of the employee's request for the leave without pay. Such request shall include the amount of accrued leave the employee wishes to use during the approved period of leave without pay. If circumstances arise during the approved leave which cause the employee to reconsider the combination of leave with and without pay, the employee may request in writing approval of revisions to the original approval.