

1 UNITED ACADEMICS PROPOSAL

2  
3 LEAVES

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5 **Preamble.** It is the intention of the Employer to continue providing all leaves of  
6 absence as already provided to eligible bargaining unit members such as, but not limited  
7 to, Sabbaticals, Family Medical Leave, Sick Leave, Vacation Leave, Holidays,  
8 Interruptions of University Operations, Jury Duty, and leaves for other civic duties. The  
9 Employer will comply with applicable university policy; Leave Administration Policies,  
10 Procedures, and Guidelines; and state and federal laws regarding leaves.

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12 **Section 1. Paid Sick Leave.** Bargaining unit members will accrue sick leave, proportional  
13 to the employee’s appointment percentage, at the full-time rate of eight hours per month or  
14 two hours for each week of employment less than one month. ~~Bargaining unit members~~  
15 ~~employed below 0.50 FTE accrue one hour of sick time for every thirty hours worked or one~~  
16 ~~and one-third hours for every forty hours worked.~~

17  
18 There is no limit to the amount of sick leave that may be accrued by a bargaining unit  
19 member.

20  
21 Sick leave continues to accrue during sick leave with pay and other paid leaves. Sick leave is not  
22 earned or used during sabbatical leave or leave without pay.

23  
24 ~~Each bargaining unit member is entitled to receive a sick-leave-with-pay advance as needed~~  
25 ~~to provide the difference between available leave and the full-time amount of 520 hours,~~  
26 ~~proportional to the employee’s appointment percentage. As sick leave is earned, the amount~~  
27 ~~shall replace any sick leave advanced until all advanced time is replaced with earned time.~~  
28 ~~Bargaining unit members on fixed-term appointments may receive advances that extend~~  
29 ~~beyond the end date of their current appointment and need not repay borrowed leave before~~  
30 ~~the end of their current appointment.~~

31  
32 ~~At any time of their choosing, a bargaining unit member may irrevocably transfer up to 120~~  
33 ~~hours of accrued sick leave to other bargaining unit members. A bargaining unit member with a~~  
34 ~~demonstrable need may receive and use up to 120 hours of transferred sick leave from one or a~~  
35 ~~combination of bargaining unit members once their own accrued paid leave (sick leave, family~~  
36 ~~and medical leave, and vacation) has been exhausted. This leave is to be used prior to a~~  
37 ~~bargaining unit member receiving a sick leave advance. Applications to receive a transfer of sick~~  
38 ~~leave will be submitted to both the Office of Human Resources and United Academics. United~~  
39 ~~Academics will supply the names of bargaining unit members and the respective amounts of~~  
40 ~~their sick leave to be transferred to the Office of Human Resources. The Office of Human~~  
41 ~~Resources will ensure that the leave amounts can be fulfilled and process the leave transfer~~  
42 ~~accordingly.~~

43  
44 All other conditions of sick leave accrual and eligibility are ~~determined by the Employer and~~ set  
45 forth in university policy; ~~and~~ Leave Administration Policies, Procedures and Guidelines.

1 **Section 2. Paid Vacation.** Bargaining unit members on 12- month appointments at and  
2 above 0.50 FTE accrue vacation, proportional to the employee’s appointment percentage, at  
3 the rate of fifteen hours per month.  
4

5 Vacation accrual is available for use following six full calendar months of service. No  
6 bargaining unit member may accrue in excess of 260 hours of vacation, and any accrued  
7 vacation in excess of this cap shall be forfeited.  
8

9 Bargaining unit members’ vacation leaves are scheduled with the approval of the bargaining  
10 unit member's supervisor and shall be scheduled cooperatively, in such a manner as to  
11 minimize disruption to the university. Supervisors must be reasonable in allowing the use of  
12 vacation leave and may not unreasonably deny vacation requests where the result would be  
13 the forfeiture of accrued vacation.  
14

15 Vacation may not be transferred between bargaining unit members.  
16

17 Unused vacation will be paid out to the bargaining unit member upon termination of  
18 employment, up to a maximum of 180 hours. **Vacation accrual will transfer with the faculty  
19 member when transferring into new positions within the university.**  
20

21 **Section 3. Paid Holiday Leave.** Bargaining unit members are entitled to time off for  
22 University-announced paid holidays. If a bargaining unit member is required to work on a  
23 holiday, they may take an equivalent amount of time off with pay at a later date, as approved  
24 by their immediate supervisor.  
25

26 In most cases, a bargaining unit member will not be required to perform in-person work  
27 during the week between Christmas and New Year's Day, unless in-person work is essential  
28 to maintain or sustain critical operations and is consistent with the duties described in the  
29 position description.  
30

31 ~~**Section 4. FMLA.** The University will abide by state and federal laws concerning family  
32 and medical leave.~~  
33

34 **Section 54. Interruption of University Operations.** Bargaining unit members are on a  
35 professional work week and are not required to use accrued vacation leave in the event that  
36 the university, or their particular work site, is closed for any reason, including inclement  
37 weather.  
38

39 A bargaining unit member may not be asked to use accrued leave for missed work when the  
40 Employer has determined their work site is inoperable or demonstrably unsafe. Once the  
41 Employer has identified an alternative work space or remedied the existing work space, the  
42 bargaining unit member shall return to work, as directed.  
43

44 **Section 6 5. Jury Duty.** When jury duty interferes with the work assignment of a faculty  
45 bargaining unit member, the bargaining unit faculty member shall be entitled to leave with  
46 pay for the time away from work required by jury duty and may keep any monies paid by the

1 court for the service. Upon receipt of a summons to jury duty, a faculty bargaining unit  
2 member will inform their immediate supervisor of the date(s) for which they have faculty  
3 member has been summoned to jury duty and will provide the supervisor a copy of the  
4 summons, if requested.

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6 **Section 7 6. Leaves for Other Civic Duties.** Bargaining unit members who have other  
7 short-term civic obligations will be released from work with pay to perform these  
8 obligations. Such obligations include, but are not limited to, occasions when bargaining unit  
9 members are a required participant in immigration proceedings; when international  
10 bargaining unit members are voting at a consular agency on their respective election day;  
11 and when bargaining unit members are subpoenaed to appear as a witness in legal  
12 proceedings. A bargaining unit member will not be released from work with pay for  
13 appearing as an expert witness if they are being compensated for that appearance.  
14 Bargaining unit members are responsible for demonstrating the obligatory nature of the  
15 need and providing appropriate documentation to verify the need to their immediate  
16 supervisor, if requested.

17  
18 Bargaining unit members who are members of the United States Armed Forces Reserve,  
19 including the National Guard, shall be granted leave in accordance with state and federal  
20 laws.

21  
22 Bargaining unit members should submit a request for a leave of absence to the appropriate  
23 supervisor prior to the leave period.

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25 **Section 8 7. Professional and Personal Leaves.** Leaves of absence without pay may be  
26 taken for purposes of professional development, personal convenience, completion of a  
27 terminal degree, or other personally or professionally beneficial purposes.

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29 The granting of unpaid leave is subject to the needs of the bargaining unit member's  
30 academic unit and requires the approval of both their immediate supervisor and their Dean.

31  
32 A Fellowship Leave is an unpaid leave for bargaining unit members who have received  
33 certain fellowships that support research and writing, advanced study, or travel-related  
34 scholarly or professional activities.