

1 UNITED ACADEMICS PROPOSAL

2
3 LEAVES

4
5 **Preamble.** It is the intention of the Employer to continue providing all leaves of absence as
6 already provided to eligible bargaining unit members such as, but not limited to,
7 Sabbaticals, Family Medical Leave, Sick Leave, Vacation Leave, Holidays, Interruptions of
8 University Operations, Jury Duty, and leaves for other civic duties. The Employer will
9 comply with applicable university policy; Leave Administration Policies, Procedures, and
10 Guidelines; and state and federal laws regarding leaves.

11
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.

15
16 There is no limit to the amount of sick leave that may be accrued by a bargaining unit
17 member.

18
19 Sick leave continues to accrue during sick leave with pay and other paid leaves. Sick leave is not
20 earned or used during sabbatical leave or leave without pay.

21
22 Bargaining unit members are eligible to receive a sick-leave-with-pay advance. Bargaining
23 unit members on tenured or tenure-track appointments are eligible to receive an advance to
24 provide the difference between sick leave earned at the onset of an illness or injury and the
25 full-time amount of 520 hours, proportional to the employee’s appointment percentage.

26 Bargaining unit members on fixed-term appointments may receive an advance that can be
27 repaid before the end date of their current appointment. These bargaining unit members are
28 also eligible to receive an advance beyond the end date of their current appointment, upon
29 written approval from the Provost or their designee. As sick leave is earned, the amount
30 shall replace any sick leave advanced until all advanced time is replaced with earned time.

31
32 All other conditions of sick leave accrual and eligibility are set forth in university policy.

33
34 **Section 2. Paid Vacation.** Bargaining unit members on 12- month appointments at and
35 above 0.50 FTE accrue vacation, proportional to the employee’s appointment percentage, at
36 the rate of fifteen hours per month.

37
38 Vacation accrual is available for use following six full calendar months of service. No
39 bargaining unit member may accrue in excess of 260 hours of vacation, and any accrued
40 vacation in excess of this cap shall be forfeited.

41
42 Bargaining unit members’ vacation leaves are scheduled with the approval of the bargaining
43 unit member's supervisor and shall be scheduled cooperatively, in such a manner as to
44 minimize disruption to the university. Supervisors must be reasonable in allowing the use of
45 vacation leave and may not unreasonably deny vacation requests where the result would be
46 the forfeiture of accrued vacation.

1
2 Vacation may not be transferred between bargaining unit members.
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4 Unused vacation will be paid out to the bargaining unit member upon termination of
5 employment, up to a maximum of 180 hours. If leave accrual does not transfer with a
6 bargaining unit member moving into a new position within the university, any unused
7 vacation will be paid out to the bargaining unit member, up to a maximum of 180 hours.
8

9 **Section 3. Paid Holiday Leave.** Bargaining unit members are entitled to time off for
10 University-announced paid holidays. If a bargaining unit member is required to work on a
11 holiday, they may take an equivalent amount of time off with pay at a later date, as approved
12 by their immediate supervisor.
13

14 In most cases, a bargaining unit member will not be required to perform in-person work
15 during the week between Christmas and New Year's Day, unless in-person work is essential
16 to maintain or sustain critical operations and is consistent with the duties described in the
17 position description.
18

19 **Section 4. Interruption of University Operations.** Bargaining unit members are on a
20 professional work week and are not required to use accrued vacation leave in the event that
21 the university, or their particular work site, is closed for any reason, including inclement
22 weather.
23

24 A bargaining unit member may not be asked to use accrued leave for missed work when the
25 Employer has determined their work site is inoperable or demonstrably unsafe. Once the
26 Employer has identified an alternative work space or remedied the existing work space, the
27 bargaining unit member shall return to work, as directed.
28

29 **Section 5. Jury Duty.** When jury duty interferes with the work assignment of a faculty
30 bargaining unit member, the bargaining unit faculty member shall be entitled to leave with
31 pay for the time away from work required by jury duty and may keep any monies paid by the
32 court for the service. Upon receipt of a summons to jury duty, a faculty bargaining unit
33 member will inform their immediate supervisor of the date(s) for which they have faculty
34 member has been summoned to jury duty and will provide the supervisor a copy of the
35 summons, if requested.
36

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

1
2 Bargaining unit members who are members of the United States Armed Forces Reserve,
3 including the National Guard, shall be granted leave in accordance with state and federal
4 laws.

5
6 Bargaining unit members should submit a request for a leave of absence to the appropriate
7 supervisor prior to the leave period.

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

12
13 The granting of unpaid leave is subject to the needs of the bargaining unit member's
14 academic unit and requires the approval of both their immediate supervisor and their Dean.

15
16 A Fellowship Leave is an unpaid leave for bargaining unit members who have received
17 certain fellowships that support research and writing, advanced study, or travel-related
18 scholarly or professional activities.

19
20 **Section 8. Sabbatical Leave.** The Employer and bargaining unit members shall adhere to
21 the university Sabbatical Leaves policy. The bargaining unit member's salary while on
22 sabbatical leave remains subject to all university salary program changes, including raise
23 programs.

24 **FAMILY AND MEDICAL LEAVE**

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27 **Section 9. Family and Medical Leave.** Family and medical leave may be taken for family,
28 medical, and safe leave as described by law and university parental leave or sick leave policy.

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30 Effective September 16, 2020, during a twelve-month period, a bargaining unit member may
31 take up to ~~eighty~~ 140 hours of paid family and medical leave.

32
33 **Effective September 16, 2021, during a twelve-month period, a bargaining unit member may**
34 **take up to six weeks (240 hours) of paid family and medical leave.**

35
36 Family and medical leave taken under this Article runs concurrently with available leave under
37 FMLA and OFLA. If two or more family members are bargaining unit members experiencing
38 qualifying events each is entitled to paid family and medical leave and may take the leave
39 concurrently, ~~as practicable for the employing unit(s)~~, or at separate times. Bargaining unit
40 members using family and medical leave will not be required to use any of their accrued leave,
41 nor borrow against their future leave, in order to maintain salary and benefits. Bargaining unit
42 members have the right to use their accrued leave and sick-leave-with-pay advances to extend
43 family and medical leave up to 520 hours.

44
45 After the leave is finished, the bargaining unit member shall be allowed to return to their position
46 if the leave concludes within the appointment period of the position from which they took that

1 leave. If that position has been discontinued prior to the end of the appointment period, they are
2 entitled to be returned to an available, equivalent position in terms of salary, benefits, and other
3 terms and conditions of employment.

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5 **Section 13.** The Parties agree to re-open only this Section for the purposes of discussing
6 implementation of the Family and Medical Leave benefits prior to implementation of HB
7 2005(2019).