

Memorandum of Understanding: Sick Leave Transfer

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Section 1. Beginning September 16, 2020, bargaining unit members may irrevocably transfer up to 120 hours of accrued sick leave to other bargaining unit members. Pledges of leave transfer may be made on a form developed by the Employer and United Academics. Bargaining unit members will be notified before the leave transfer is complete.

Section 2. Bargaining unit members may receive a leave transfer of up to 120 hours under the following conditions.

- a. The bargaining unit member must anticipate exhausting all of their own accrued sick and COVID-19 leave.
- b. The leave may be used to provide paid time off for any leave that qualifies under OFLA; FMLA; the Parties’ Collective Bargaining Agreement’s Family and Medical Leave; and the Employer’s Leave Administration Policies, Procedures, and Guidelines.
- c. Leave must be requested on a form to be developed by the Employer and United Academics.
- d. Transferred leave may be taken intermittently.
- e. Transferred leave is used prior to, not concurrent with, any short-term or long-term disability insurance available to the bargaining unit member. Leave may be taken concurrent with compensation from worker’s compensation insurance so long as the total compensation does not exceed the bargaining unit member’s regular salary.
- f. Transferred leave may be used prior to or after, but not concurrent with, a sick-leave-with-pay advance.
- g. Any denial of leave transfer must be made in writing and include the reason for denial. Denials are grievable under Article XII of the Parties’ Collective Bargaining Agreement.

Section 3. The Employer and United Academics will develop forms for both pledging and requesting leave no later than September 15, 2020. These forms will be available on the Office of Human Resource website. The Employer will announce the leave transfer program no later than October 1, 2020.

For United Academics:

For the Employer:

Memorandum of Understanding: Donated Sick Leave Bank

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Section 1. Enrollment. The Employer and United Academics will partner to establish and maintain a Donated Sick Leave Bank (“Bank”).

- a. All current bargaining unit members will be automatically enrolled in the Bank on November 1, 2020 and then renewed on November 1 of each subsequent year.
- b. All bargaining unit members will be notified of the creation of the Bank by October 1, 2020. Bargaining unit members who do not wish to participate in the Bank may opt-out by November 1, 2020.
- c. Bargaining unit members who no longer wish to participate in the Bank may opt out between October 1 and November 1 of each year. Bargaining unit members who previously participated in the bank will be automatically renewed unless they opt out during this period.
- d. New bargaining unit members will be provided information on the Bank when they are provided information regarding other employee benefits. New bargaining unit members will be enrolled in the Bank within sixty days of beginning employment.
- e. Upon enrollment, bargaining unit members irrevocably donate eight hours of leave to the Bank. Bargaining unit members who have less than eight hours of available leave will donate their full sick leave balance. Bargaining unit members will receive notice of the leave donation within thirty days of donation.

Section 2. Withdrawal. All enrolled bargaining unit members are eligible to withdraw from the Bank under the conditions described in this Section.

- a. The bargaining unit member must anticipate exhausting all of their own accrued sick and COVID-19 leave.
- b. The leave may be used to provide paid time off for any leave that qualifies under OFLA; FMLA; the Parties’ Collective Bargaining Agreement’s Family and Medical Leave; and the Employer’s Leave Administration Policies, Procedures, and Guidelines.
- c. Leave must be requested on a form to be developed by the Employer and United Academics.
- d. Up to 120 hours may be withdrawn by an enrolled bargaining unit member.
- e. Leave from the Bank may be taken intermittently.
- f. Leave from the Bank is used prior to, not concurrent with, any short-term or long-term disability insurance available to the bargaining unit member. Leave may be taken concurrent with compensation from worker’s compensation insurance so long as the total compensation does not exceed the bargaining unit member’s regular salary.
- g. Leave from the Bank may be used prior to or after, but not concurrent with, a sick-leave-with-pay advance.
- h. Any denial of leave withdrawal from the Bank must be made in writing and include the reason for denial. Denials are grievable under Article XII of the Parties’ Collective Bargaining Agreement.

September 3, 2020

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For the Employer:
