

1 UNITED ACADEMICS PROPOSAL

2  
3 LEAVES

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5 **Paid Leaves**

6 **Section 1. Sick Leave.** Faculty members employed at or above 0.50 FTE will be credited  
7 with eight hours of sick leave per month, or two hours for each week of employment less  
8 than one month. Faculty members employed below 0.50 FTE will be credited with a pro  
9 rata amount.

10 There is no limit to the amount of sick leave a faculty member may accrue.

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12 Sick leave is accrued during all paid leaves.

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14 **Section 2. Sick Leave Transfer.** At any time of their choosing, a faculty member may  
15 irrevocably transfer up to 120 hours of accrued sick leave to other faculty members.

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17 A faculty member with a demonstrable need may receive and use up to 120 hours of  
18 transferred sick leave from one or a combination of faculty members once their own  
19 accrued paid leave (sick leave, family and medical leave, and vacation) has been  
20 exhausted. This leave is to be used prior to a faculty member borrowing against their  
21 future leave.

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23 Applications to receive a transfer of sick leave will be submitted to both the Office of  
24 Human Resources and United Academics. United Academics will supply the names of  
25 faculty members and the respective amounts of their sick leave to be transferred to the  
26 Office of Human Resources. The Office of Human Resources will ensure that the leave  
27 amounts can be fulfilled and process the leave transfer accordingly.

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29 **Section 3. Sick Leave Advance.** Each faculty members employed at or above 0.50 FTE  
30 is entitled to receive a sick-leave-with-pay advance as needed to provide the difference  
31 between currently available sick leave at the onset of the illness or injury and 520 hours.  
32 Part-time faculty are eligible to receive a sick-leave-with-pay advance proportional to  
33 their FTE to provide the difference between sick leave earned as of the onset of the  
34 illness or injury and a prorated of 520 hours. As sick leave is earned, the amount shall  
35 replace any sick leave advanced until all advanced time is replaced with earned time. No  
36 more than a 520-hour sick leave advance is available during a seven-year period that  
37 begins with the first sick leave advance. More than one sick leave advance is possible as  
38 long as the total advance does not exceed 520 hours during a seven-year period. Sick  
39 leave that may have been advanced, but unused, cannot be considered for purposes of  
40 computing retirement benefits. Faculty on fixed-term appointments cannot receive an  
41 advance that extends beyond the end date of the fixed-term appointment except upon  
42 written approval of their immediate supervisor.

43 **Section 4. Vacation.** Vacation means absence from work permitting rest and recreation  
44 for a specified period of time during which regular compensation continues. Faculty  
45 members on 12-month appointments are automatically eligible to accrue vacation time.  
46 Faculty members on 9-month appointments do not accrue vacation.

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2 Faculty members employed at or above 0.50 FTE accrue vacation at the rate of fifteen  
3 hours per month. Faculty members employed below 0.50 FTE accrue vacation on a pro  
4 rata basis.  
5 Vacation accrual is available for use six months after vacation accrual begins. No faculty  
6 member may accrue in excess of 260 hours of vacation, and any accrued vacation in  
7 excess of this cap shall be forfeited.  
8 Faculty vacation leaves are scheduled with the approval of the faculty member's  
9 supervisor and shall be scheduled cooperatively. Supervisors must be reasonable in  
10 allowing the use of vacation leave and may not unreasonably deny vacation requests  
11 where the result would be the forfeiture of accrued vacation.  
12 Vacation may not be transferred between faculty members.  
13 Unused vacation will be paid out to the faculty member upon termination of employment.  
14 Vacation accrual will transfer with the faculty member when transferring into new  
15 positions within the university.

16 **Section 5. Holiday and Paid Leave During Breaks.** Faculty members earn the  
17 following paid holidays and cannot be required to work on these days, except as  
18 necessary to maintain or operate critical facilities or operations. If a faculty member is  
19 required to work on a holiday, they may take an equivalent amount of time off with pay  
20 at a later date, as approved by their immediate supervisor:

- 21
- 22 • New Year's Day
- 23 • Martin Luther King, Jr. Day
- 24 • Memorial Day
- 25 • Independence Day
- 26 • Labor Day
- 27 • Veterans Day
- 28 • Thanksgiving Day
- 29 • Day after Thanksgiving
- 30 • Christmas Day
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32 Faculty members will be considered to be on paid leave during the week between  
33 Christmas and New Year's Day, and during the week of Spring Break. If for any reason a  
34 faculty member is required to work in person during one of these leave periods, that work  
35 will either be compensated as overload, or the faculty member will be allowed to take an  
36 equivalent amount of time off with pay at a later date, as approved by their immediate  
37 supervisor.

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39 Faculty members who do not earn vacation time cannot be required to perform in-person  
40 work during their off term, except by mutual agreement with their supervisor. Any such  
41 work will be paid as overload.

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43 **Section 6. Closures, Curtailment of Operations, and Unsafe Workplaces.** No faculty  
44 member will be forced to use accrued leave in the event that the university or their  
45 particular work site is closed for any reason, including inclement weather.  
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1 A faculty member may not be asked to use accrued leave for missed work when their  
2 work site is damaged, rendered inoperable, or demonstrably unsafe.

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4 **Section 7. Jury Duty.** When jury duty interferes with the work assignment of a faculty  
5 member, the faculty member shall be entitled to leave with pay for the time away from  
6 work required by jury duty and may keep any monies paid by the court for the service.  
7 Upon receipt of a summons to jury duty, a faculty member will inform their immediate  
8 supervisor of the date(s) for which the faculty member has been summoned to jury duty  
9 and will provide the supervisor a copy of the summons, if requested.

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11 **Section 8. Leaves for Other Civic Duties.** Faculty members who have other short-term  
12 civic obligations will be released from work with pay to perform these obligations. Such  
13 obligations include, but are not limited to: immigration proceedings, international faculty  
14 voting at a consular agency on their respective election day, or faculty being subpoenaed  
15 to appear as a witness. Faculty members will not be released from work with pay for  
16 appearing as an expert witness if they are being compensated for that appearance. Faculty  
17 members are responsible for demonstrating the obligatory nature of the need and  
18 providing appropriate documentation to verify the need to their immediate supervisor, if  
19 requested.

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21 Faculty members who are members of the United States Armed Forces Reserve,  
22 including the National Guard, shall be granted leave for up to thirty days to perform  
23 training exercises or other obligatory service. Compensation during this time shall be  
24 equal to the difference between their regular salary and the compensation received for the  
25 military service. Any leave beyond thirty days will be considered unpaid, unless the  
26 faculty member chooses to use accrued, borrowed, or transferred leave to continue  
27 receiving salary.

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29 The Administration will observe all applicable laws regarding military service, including  
30 Veteran Employment Acts.

### 31 **Unpaid Leaves**

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

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

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41 A Fellowship Leave is an unpaid leave for faculty members who have received certain  
42 fellowships that support research and writing, advanced study, or travel-related scholarly  
43 or professional activities. The faculty member will receive continuation of healthcare  
44 coverage and other benefits not covered by the fellowship.