

1 UNITED ACADEMICS PROPOSAL

2  
3 LEAVES

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5 ~~It is the intention of the Employer to continue providing all leave of absences as already~~  
6 ~~provided to eligible bargaining unit members such as, but not limited to, Sabbaticals,~~  
7 ~~Family Medical Leave, Sick Leave, Vacation Leave, Holidays, Interruptions of~~  
8 ~~University Operations, Jury Duty, and leaves for other civic duties. The University~~  
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 ~~employed at or above 0.50 FTE~~ will  
13 accrue sick leave, proportional to the employee’s appointment percentage, at the full-time  
14 rate of eight hours per month or two hours for each week of employment less than one  
15 month. ~~Bargaining unit members employed below 0.50 FTE accrue one hour of sick time~~  
16 ~~for every thirty hours worked or one 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 an ~~eligible~~ bargaining  
19 unit 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 All other conditions of sick leave accrual and eligibility are ~~determined by the Employer and~~ set  
25 forth in **university policy and Leave Administration Policies, Procedures, and Guidelines.**  
26

27 **Section 2. Sick Leave Transfer.** At any time of their choosing, a bargaining unit member  
28 may irrevocably transfer up to 120 hours of accrued sick leave to other bargaining unit  
29 members. A bargaining unit member with a demonstrable need may receive and use up to  
30 120 hours of transferred sick leave from one or a combination of bargaining unit members  
31 once their own accrued paid leave (sick leave, family and medical leave, and vacation) has  
32 been exhausted. This leave is to be used prior to a bargaining unit member receiving a sick  
33 leave advance. Applications to receive a transfer of sick leave will be submitted to both the  
34 Office of Human Resources and United Academics. United Academics will supply the  
35 names of bargaining unit members and the respective amounts of their sick leave to be  
36 transferred to the Office of Human Resources. The Office of Human Resources will ensure  
37 that the leave amounts can be fulfilled and process the leave transfer accordingly.  
38

39 **Section 3. Sick Leave Advance.** Each bargaining unit member employed at or above 0.50  
40 FTE is entitled to receive a sick-leave-with-pay advance as needed to provide the difference  
41 between currently available sick leave at the onset of the illness or injury and 520 hours.  
42 Part-time faculty are eligible to receive a sick-leave-with-pay advance proportional to their  
43 FTE to provide the difference between sick leave earned as of the onset of the illness or  
44 injury and a prorated 520 hours. As sick leave is earned, the amount shall replace any sick  
45 leave advanced until all advanced time is replaced with earned time. No more than a 520-  
46 hour sick leave advance is available during a seven-year period that begins with the first sick

1 leave advance. More than one sick leave advance is possible as long as the total advance  
2 does not exceed 520 hours during a seven-year period. Sick leave that may have been  
3 advanced, but unused, cannot be considered for purposes of computing retirement benefits.  
4 Faculty on fixed-term appointments may receive an advance that extends beyond the end  
5 date of the fixed-term appointment upon written approval of their immediate supervisor.  
6

7 **Section 24. Paid Vacation.** Bargaining unit members on 12- month appointments ~~and~~  
8 ~~above 0.50 FTE~~ accrue vacation, proportional to the employee's appointment percentage, at  
9 the rate of fifteen hours per month.  
10

11 Vacation accrual is available for use following six full calendar months of service. No  
12 bargaining unit member may accrue in excess of 260 hours of vacation, and any accrued  
13 vacation in excess of this cap shall be forfeited.  
14

15 Bargaining unit members' vacation leaves are scheduled with the approval of the bargaining  
16 unit member's supervisor and shall be scheduled cooperatively, in such a manner as to  
17 minimize disruption to the ~~organization~~ university. Supervisors must be reasonable in  
18 allowing the use of vacation leave and may not unreasonably deny vacation requests where  
19 the result would be the forfeiture of accrued vacation.  
20

21 Vacation may not be transferred between bargaining unit members.  
22

23 Unused vacation will be paid out to the bargaining unit member upon termination of  
24 employment, up to a maximum of 180 hours. **Vacation accrual will transfer with the faculty**  
25 **member when transferring into new positions within the university.**  
26

27 **Section 35. Paid Holiday and Paid Leave During Breaks.** ~~Eligible b~~ Bargaining unit  
28 members are entitled to time off for University-announced paid holidays: **and cannot be**  
29 **required to work on these days, except as necessary to maintain or operate critical facilities**  
30 **or operations. If a bargaining unit member is required to work on a holiday, they may take an**  
31 **equivalent amount of time off with pay at a later date, as approved by their immediate**  
32 **supervisor. Holidays include:**

- 33 • New Year's Day
- 34 • Martin Luther King, Jr. Day
- 35 • Memorial Day
- 36 • Independence Day
- 37 • Labor Day
- 38 • Veterans Day
- 39 • Thanksgiving Day
- 40 • Day after Thanksgiving
- 41 • Christmas Day  
42

43 If for any reason a bargaining unit member is required to work in person during Spring  
44 Break or the week between Christmas and New Year's Day, the bargaining unit member will  
45 be allowed to take an equivalent amount of time off with pay at a later date, as approved by  
46 their immediate supervisor.

1  
2 **Bargaining unit members who do not earn vacation time cannot be required to perform in-**  
3 **person work during their off term, except by mutual agreement with their supervisor. Any**  
4 **such work will be paid as overload.**

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6 ~~**Section 4. FMLA.** The University will abide by state and federal laws concerning family-~~  
7 ~~and medical leave.~~

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9 **Section 6. Interruption of University Operations.** Bargaining unit members are on a  
10 professional work week and are not required to use accrued vacation leave in the event that  
11 the university, or their particular work site, is closed for any reason, including inclement  
12 weather.

13  
14 **A faculty member may not be asked to use accrued leave for missed work when their work**  
15 **site is damaged, rendered inoperable, or demonstrably unsafe.**

16  
17 **Section 6 7. Jury Duty.** When jury duty interferes with the work assignment of a bargaining  
18 unit member, the bargaining unit member shall be entitled to leave with pay for the time  
19 away from work required by jury duty and may keep any monies paid by the court for the  
20 service. Upon receipt of a summons to jury duty, a bargaining unit member will inform their  
21 immediate supervisor of the date(s) for which they have been summoned to jury duty and  
22 will provide the supervisor a copy of the summons, if requested.

23  
24 **Section 7 8. Leaves for Other Civic Duties.** Bargaining unit members who have short-term  
25 civic obligations will be released from work with pay to perform these obligations. Such  
26 obligations include, but are not limited to, occasions when bargaining unit members are a  
27 required participant in immigration proceedings; when international bargaining unit  
28 members are voting at a consular agency on their respective election day; and when  
29 bargaining unit members are subpoenaed to appear as a witness in legal proceedings. A  
30 bargaining unit member will not be released from work with pay for appearing as an expert  
31 witness if they are being compensated for that appearance. Bargaining unit members are  
32 responsible for demonstrating the obligatory nature of the need and providing appropriate  
33 documentation to verify the need to their immediate supervisor, if requested.

34  
35 Bargaining unit members who are members of the United States Armed Forces Reserve,  
36 including the National Guard, shall be granted leave in accordance with state and federal  
37 laws.

38  
39 Bargaining unit members should submit a request for a leave of absence to the appropriate  
40 supervisor prior to the leave period.

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

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46 The granting of unpaid leave is subject to the needs of the ~~faculty~~ **bargaining unit** member's

1 academic unit and requires the approval of both their immediate supervisor and their Dean.

2

3 A Fellowship Leave is an unpaid leave for ~~faculty~~ **bargaining unit** members who have  
4 received certain fellowships that support research and writing, advanced study, or travel-  
5 related scholarly or professional activities. **The bargaining unit member will receive**  
6 **continuation of healthcare coverage and other benefits not covered by the fellowship.**

7

8 ~~**Section 9. Sabbatical Leave.** All eligible, tenured bargaining unit members, at 0.50 FTE or~~  
9 ~~greater, are encouraged to use sabbatical leave for research, writing, advanced study, travel-~~  
10 ~~for observation and study of conditions relevant to the applicant's scholarly field, or related~~  
11 ~~scholarly or professional activities. Bargaining unit members shall adhere to the process, as~~  
12 ~~outlined in the university Sabbatical policy, when applying for and fulfilling the terms~~  
13 ~~established for a sabbatical leave.~~