

USA Proposal #10
Article 9 Leave

Presented 11.20.2024

ARTICLE 9
LEAVE

SECTION 1. SICK LEAVE

- A. A full-time employee shall accumulate sick leave with pay credits at the rate of ~~seven-thirteenths (7/13) one (1) of a day~~ for each ~~full payroll month of employment~~ pay period for a total of ~~twelve fourteen (12/14)~~ days per year. An employee on any leave with pay or industrial accident leave shall accumulate sick leave credits.
- B. [no change]
- C. Sick leave shall be granted, at the discretion of the appointing authority, to an employee only under the following conditions:
1. [no change]
 2. When the spouse, domestic partner, child, parent, grandparent, grandchild, or sibling of either an employee, their spouse or domestic partner, whether biological, adopted, foster, through legal guardianship or loco parentis, and/or step, or the bargaining unit member's grandparent or grandchild, or a relative living in the immediate household of an employee, is ~~seriously~~ ill, the employee may utilize sick leave credits to care for such person up to a maximum of sixty (60) days per calendar year except in cases of demonstrated medical emergency or life threatening/terminal illness, the sixty (60) day maximum may be waived by the CEO or designee;
 3. ~~To~~-5. [no change]
- D. ~~—~~A full-time employee shall not accrue sick leave credits for any ~~month pay period~~ in which ~~he/she was they were~~ on leave without pay or absent without pay for a total of more than one (1) day.

[Section 1, E - P: No changes](#)

SECTION 2. PAID PERSONAL LEAVE

On the first day of the first payroll period that falls entirely within January of each year, full-time employees will be credited annually with six (6) paid personal leave days, which may be taken during the following twelve (12) months at a time or times requested by the employee. Employees may use available accrued ~~personal personnel~~ time from the prior year between January 1 of each year and the first day of the first payroll period that falls entirely within January of each year. Prior to or during the final payroll period of the preceding year, the University shall provide each member with a calendar of when the personal days shall accrue and

when they will expire. Personal Leave used for non-emergency reasons shall be requested in advance and approved by ~~his/her~~ the employee's appointing authority. If personal leave is requested for emergencies (including illness), the employee shall notify ~~his/her~~ their appointing authority as soon as possible. Any paid personal leave not taken by the last payroll day (always the last Saturday) of the payroll month of December will be forfeited by the employee. Personal leave days for regular part-time employees will be granted on a pro-rata basis. When a part-time employee becomes a full-time employee, ~~s/he~~ they shall be awarded additional paid personal leave consistent with the schedule below. Personal leave may be used in conjunction with vacation leave. Full-time employees, hired after the first payroll day of the payroll month of January of any year, shall be credited ~~upon employment~~ with paid personal leave days in accordance with the following schedule:

Date of Hire	Personal Leave Days Credited
The first payroll day of the payroll month of January ¹ to March 31	6
April 1 to June 30	4
July 1 to September 30	2
October 1 - the last payroll day of the payroll month of December	0

¹ The first day of the first payroll period that falls entirely within January

SECTION 3. BEREAVEMENT LEAVE

~~Upon evidence satisfactory to the appointing authority of the death of a spouse, child, parent, brother, sister, step-child, step-parent, step-brother, step-sister, grandparent, or grandchild of an employee; or parent (including step-parent, step-child) of spouse; domestic partner; or person living in the immediate household, an employee shall be entitled to leave without loss of pay for a maximum of five (5) consecutive working days. In the event of the death of an employee's son-in-law, daughter-in-law or of the spouse's child, brother, sister, grandparent, or grandchild a maximum of three (3) consecutive working days shall be available for use by an employee. In the event that the internment or memorial service for any of the above-named relatives is to occur at a time beyond the bereavement leave granted, the employee may request to defer one (1) of the days to a later date. Supervisors shall make every effort to approve use of leave to allow employees to attend the internment or memorial services described above. Such request shall be made at the time of notification to the CEO of the death of one (1) of the above-named relatives and may be granted at the discretion of the CEO but not unreasonably denied.~~

Bereavement Leave. Bargaining unit members shall be granted a leave of absence with pay for ten five days upon evidence satisfactory to the supervisor or appointing authority of the death of a family member, or for a person for whom the bargaining unit member is primarily responsible for making funeral arrangements. Family is defined to include the bargaining unit member's significant other; a relation by blood, marriage, or adoption; and/or a person living in the immediate household of the bargaining unit member. In the event that the interment or memorial services are to occur at a time beyond the bereavement leave granted, the employee may request at the time to defer one or more of the days to a later date, and such request shall not be unreasonably denied.

Section 4-6: No Change

SECTION 7. FAMILY MATERNITY AND ADOPTIVE LEAVE

- A. A full-time or regular part-time employee who has completed the probationary period and who is absent from their employment with the University for a period not exceeding eight (8) weeks for the purpose of giving birth, or adopting a child, shall be granted a maternity leave without pay, if the request for such leave is made to the CEO at least two (2) weeks in advance of the anticipated date of departure. Family leave may be taken intermittently using a schedule agreed to by the employee and their supervisor. If an employee has accrued sick leave, personal time, compensatory time, or vacation credits at the commencement of the ~~maternity or adoptive family~~ leave, the employee may use such leave credits for which they she may be eligible under ~~the sick leave or vacation provisions of this Agreement.~~ The employee may also seek PFML benefits from the Commonwealth during an applicable family or personal leave without loss of service or contractual benefits.
- B. At the expiration of the ~~maternity or adoptive family~~ leave, the employee will be restored to their previous position or similar position with the same status, pay, and length of service credit as of the date of ~~their/her~~ family leave. If during the period of the leave, employees in the same or similar position in the department have been laid off through no fault of their own, the employee will be extended the same rights or benefits, if any, extended to employees of equal length of service in the same or similar position in the department.
- C. Notwithstanding any other provision of this Agreement to the contrary, the ~~maternity or adoptive family~~ leave granted under this Article shall not affect the employee's right to receive any contractual benefits for which ~~they were~~ she was eligible at the time of the leave.

Commented [CG1]: I'd like to propose that we increase the amount of release time for bereavement. 5 days is not enough for a death in the nuclear family or immediate household. I'd like to suggest 10 days for any case that currently has a 5 day leave. 5 days for any case for that currently has a 3 day leave.

D. Upon the expiration of a ~~maternity or adoptive family~~ leave, an additional ~~twelve (12) eight (8)~~ weeks leave may be granted at the discretion of the ~~supervisor or appointing authority CEO~~. ~~Where the leave to be extended is for conditions related to the employee's own pregnancy or post-birth recovery, the extension shall be granted upon request of the employee.~~ The leave shall be unpaid unless the employee chooses to use any accrued vacation, personal leave, ~~sick leave~~, or compensatory time to cover this period of absence. ~~The employee may also seek PFML benefits from the Commonwealth during an applicable family or personal leave extension without loss of service or contractual benefits.~~ The period of unpaid leave shall not ~~count against~~~~be included in~~ any computation of contractual benefits, rights, or advantages.

E. Not later than two (2) weeks prior to the expiration of the ~~eight (8) week maternity or adoptive family~~ leave ~~or extended family leave~~, an employee may request a return to work at reduced time ~~or with a flexible schedule using a schedule agreed to by the employee and their supervisor, and such request shall not be unreasonably denied~~. If ~~reduced time is~~ approved by the ~~supervisor or appointing authority CEO~~, said employee will accrue benefits in the same proportion that such part-time service bears to full-time service.

D.A. An employee on ~~family maternity or adoptive~~ leave ~~is entitled to may~~ have ~~their her~~ group health insurance benefits continued for the period of time the employee is absent on such leave. The employee, while on leave, is required to pay the same monthly premium ~~they she~~ would have paid had such leave not been taken.

F. During the first ten (10) work days of ~~family maternity~~ leave ~~to bond with a child under section 7(A)(1), birth of a baby leave, adoptive leave, or foster care leave~~, the employee shall receive ~~their her~~ regular weekly salary. ~~When an eligible full-time or part-time employee and her eligible spouse are both employees of the University, they shall jointly be entitled to a combined total of not more than ten (10) days paid under this provision.~~

SECTION 8. PARENTAL LEAVE

Upon written application to the appointing authority, including a statement of any reasons, any employee, who has completed any applicable probation period, who has been employed at least three (3) consecutive months, who has given at least two (2) weeks prior notice of his/her anticipated date of departure, and who has given notice of his/her intention to return, may be granted parental leave for a period not exceeding ten (10) weeks. Such leave shall be without pay for such period. The purpose for which an employee

~~may submit his/her application for such unpaid leave shall be limited to the need to care for, or to make arrangement for care of, a minor dependent child of the employee, whether or not the child is the natural, adopted, stepchild, foster, or child under legal guardianship of such employee. An employee who requests and is granted parental leave for the purpose of caring for the employee's minor dependent child under three years of age, may have his/her group health insurance benefits continued for a period of ten (10) weeks while the employee is absent on such leave. The employee, while on leave, is required to pay the same monthly premium he/she would have paid had such leave not been taken.~~

SECTION 9. FAMILY LEAVE

- ~~A. Upon written application to the CEO, including a statement of any reasons, any employee who has completed his/her probationary period or if there is no probationary period who has been employed at least three (3) consecutive months and who has given at least two (2) weeks prior notice of his/her anticipated date of departure and who has given notice of his/her intention to return may be granted family leave for a period not exceeding ten (10) weeks. Such leave shall be without pay or benefits for such period. The CEO may, in his/her discretion, assign an employee to back fill for an employee who is on family leave. Such assignment may not be subject to the grievance procedure. The purpose for which an employee may submit his/her application for such unpaid leave shall be limited to the need to care for, or to make arrangements for the care of the employee's spouse, parent, grandparent, grandchild, domestic partner, or relative living in the same household.~~
- ~~B. Ten (10) days of family leave may be taken in not less than one (1) day increments. However, such leave requires the prior approval of the CEO.~~
- ~~C. If an employee has accrued sick leave, personal leave, or vacation leave credits at the commencement of his/her family leave, that employee may use such leave credits for which he/she is eligible under the sick, personal, or vacation leave provisions of this Article.~~
- ~~D. Between periods of family leave where an employee returns to the payroll for a period of less than two (2) weeks, when a holiday falls during that time, no holiday pay or compensatory time shall be granted for such holiday.~~

Section 10: Education Leave (No Change, new section 8 under this proposal)

SECTION 11-18 no changes (under this proposal these sections would be 9-16 no changes)