

**University rejects Union Proposal #10; University counters with the language below,
presented on 05.07.25**

**ARTICLE 9
LEAVE**

SECTION 1. SICK LEAVE

- A. A full-time employee shall accumulate sick leave with pay credits at the rate of one (1) day for each full payroll month of employment for a total of twelve (12) 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, child, parent, or sibling of either an employee, their spouse, 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 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. No change
 - 4. No change
 - 5. No change
- D. A full-time employee shall not accrue sick leave credits for any month in which they were on leave without pay or absent without pay for a total of more than one (1) day.

Section 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 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 the employee's appointing authority. If personal leave is requested for emergencies (including illness), the employee shall notify 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, 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 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 of the death of an employee's aunt/uncle, an employee shall be entitled to one (1) day use of leave.

In the event that the interment of 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 any of the days to a later date, and such request shall not be unreasonably denied. within one (1) year. 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.

Section 4-6: No Change

SECTION 7. PARENTAL LEAVE

- A. A full-time or regular part-time employee who has completed their probationary period with the University, is eligible for parental leave for a period not exceeding twelve (12) weeks for the purpose of giving birth, placement of a foster child, or adoption of a child, if the request for such leave is made to the department head at least two (2) weeks in advance of the anticipated date of departure and they provide their intention to return to work after leave. If business needs allow, family leave may be taken intermittently using a schedule agreed to by the employee and their supervisor. If an employee has accrued sick, personal, compensatory, or vacation time at the commencement of the parental leave, the employee may use such leave.
- B. At the expiration of parental 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 parental leave. If during the period of the leave, the employee is 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 parental leave granted under this Article shall not affect the employee's right to receive any contractual benefits for which they were eligible at the time of the leave.
- D. At least 30 calendar days' notice prior to the expiration of parental leave, an employee may request that an additional four (4) weeks of permissive leave may be granted. This additional permissive leave is at the discretion of the VC/Dean or designee if business needs allow. 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, sick leave, or compensatory time to cover this period of absence. The period of unpaid leave shall not be included in any computation of contractual benefits, rights, or advantages.
- E. Alternative to section D, not later than 30 calendar days prior to the expiration of the initial twelve (12) weeks parental leave as described in "A" above, an employee may request a return to work at reduced time or with a flexible schedule for up to four (4) weeks using a schedule agreed to by the employee and their supervisor, and such request shall not be unreasonably denied if business needs allow. If reduced

time is approved by the VC/Dean or designee, said employee will accrue benefits equivalent to reflect their part time service.

F. An employee on parental or additional leave is entitled to have their group health insurance benefits continue 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 would have paid had such leave not been taken.

G. During the first ten (10) workdays of parental leave to bond with a child under section 7(A), the employee shall receive their 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. FAMILY LEAVE

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 a period. The CEO may, in his/her discretion, assign an employee to back fill for an employee who is on family leave. Such an 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. 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. 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. 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 9-17 no changes (with removal of Section 8)