

ARTICLE IV - SUPPLEMENTAL BENEFITS AND HOLIDAYS

A. Paid Leaves of Absence

1. Sick Leave

a. Entitlement

- i. All members of the bargaining unit shall be entitled to seventy-five (75) hours (the equivalent of ten (10) days) of sick leave for each complete year of service; provided, however, that all librarians shall be entitled to one hundred twelve and one-half (112.5) hours (the equivalent of fifteen (15) days) of sick leave for each complete year of service. Sick leave credit shall begin upon the commencement of employment and shall accumulate at the rate depicted in Table 1 and Table 2 of this Article IV (see pages 59-60).

A renewal of contract shall be deemed to be a continuation of service.

- ii. Sick leave may be taken by a member of the bargaining unit whenever, with respect to any regular work day falling within the work year:
 - (A) he/she cannot perform his/her duties because he/she is incapacitated by illness or injury; or
 - (B) through exposure to contagious disease, his/her presence at his/her place of work would jeopardize the health of others.
- iii. In addition to the foregoing, sick leave may be taken by a member of the bargaining unit when his/her spouse or domestic partner, child, stepchild, domestic partner's child, parent, spouse's or domestic partner's parent, or relative living in his/her immediate household is seriously ill; provided only that not more than ten (10) days of accumulated sick leave may be so taken in a single calendar year.
- iv. In addition to the foregoing, a member of the bargaining unit may use his/her accrued sick leave during any calendar year as follows:
 - (A) up to twenty (20) days to care for (i) the unit member's spouse or domestic partner or (ii) the unit member's child or parent or (iii) the child or parent of his/her spouse or domestic partner or (iv) a relative of the unit member or of the unit member's domestic partner living in the unit member's immediate household whenever, in any such

case, any such person has a serious medical condition within the meaning of the Family and Medical Leave Act (29 U.S.C. §2601, et seq.)

- (B) up to fifty (50) days in connection with the birth or adoption of such unit member's child (whether the unit member is the child's father or mother) or the child of such unit member's domestic partner (whether the domestic partner is the child's father or mother).

Leave taken under (A) shall be charged against leave available under (B) and vice versa.

Such leave shall be taken and shall run concurrently with any leave then available under the Family and Medical Leave Act; and to the extent the same are congruent, leave taken hereunder or under the preceding subparagraph (iii) shall be taken together and shall run concurrently with one another.

Any member of the bargaining unit who seeks to be granted leave under this subparagraph shall submit to the University in accordance with University policy appropriate documentary confirmation of his/her entitlement to or qualification for such leave; and any member of the bargaining unit who seeks to be granted such leave shall give advance notice to his/her Department Chair (in the case of faculty) or to the Library Director (in the case of librarians) and, in any event, as promptly as practicable.

- v. In addition to the foregoing, sick leave may be taken by a member of the bargaining unit in connection with a foster child's placement, by the Department of Children and Families, in the home of such bargaining unit member; provided only that not more than ten (10) days of accumulated sick leave may be so taken in a single calendar year. Such leave shall be taken and shall run concurrently with any leave then available under the Family and Medical Leave Act.
- vi. In addition to the foregoing, a member of the bargaining unit may use up to fifteen (15) days of his/her accrued sick leave for any purpose arising from his/her having been the victim of domestic violence. A member of the bargaining unit may, further, take up to six (6) months of unpaid leave for any such purpose; provided only that any other leave taken for such purpose, including any leave taken pursuant to the preceding sentence, shall be taken and run concurrently with any leave taken pursuant to this sentence, and with any leave then available under the Family and Medical Leave

Act. The granting of leave hereunder shall not be deemed to limit any unit member's entitlement to sick leave.

- vii. Any member of the bargaining unit who is or anticipates being absent for any of the reasons described in the preceding subparagraphs (ii) and (iii) shall, as promptly as is practicable, give notice thereof to the University in accordance with University policy.
- viii. Any member of the bargaining unit who seeks to be granted any leave under the preceding subparagraphs (iv), (v) and (vi) shall submit to the University in accordance with University policy appropriate documentary confirmation of his/her entitlement to or qualification for such leave; and any member of the bargaining unit who seeks to be granted any such leave shall give advance notice to his/her Department Chair (in the case of faculty) or to the Library Director (in the case of librarians), when scheduling any discretionary absence and, in any event, as promptly as is practicable.
- ix. Sick leave not used in any year may be accumulated.
- x. A faculty member who takes part of a day for sick or personal leave shall be charged for the actual hours of class, office hours, or meetings missed or for hours unavailable for work that day.

By way of illustration, assume a faculty member is scheduled to teach from 8:00 a.m. to noon.

- (A) The faculty member teaches 8:00 a.m. to 10:00 a.m. and leaves campus because of illness. The faculty member would be charged for five and one-half (5.5) hours of sick leave (seven and one-half (7.5) hours less the two (2) hours spent teaching).
 - (B) The faculty member is unable to teach from 8:00 a.m. to 10:00 a.m. because of illness but comes to campus and teaches from 10:00 a.m. until noon. The faculty member would be charged for two (2) hours of sick leave.
 - (C) The faculty member is unable to teach from 8:00 a.m. to noon and does not render service on campus at all that day. The faculty member would be charged for seven and one-half (7.5) hours of sick leave.
- xi. A faculty member whose schedule does not require his/her presence on campus during every day of the work week will be charged for sick leave on days when his/her presence is not

required whenever he/she is absent on both days that are contiguous with any such day.

By way of illustration, assume a faculty member is scheduled to teach on Monday from 10:00 a.m. to 11:00 a.m. and from 2:00 p.m. to 3:00 p.m., has no commitments requiring his/her presence on campus (e.g., scheduled advising hours, committee meetings) during Tuesday, and is scheduled to teach on Wednesday from 10:00 a.m. to 11:00 a.m. and from 2:00 p.m. to 3:00 p.m.

(A) The faculty member is absent from 10:00 a.m. to 11:00 a.m. on Monday, but teaches from 2:00 p.m. to 3:00 p.m. on that day and is then absent for the whole of Wednesday. The faculty member would be charged for a partial day of sick leave on Monday (see subparagraph (x) above) and for an entire day (7.5 hours) on Wednesday but would not be charged for any absence on Tuesday.

(B) The faculty member teaches from 10:00 a.m. to 11:00 a.m. on Monday, is absent from 2:00 p.m. to 3:00 p.m. and is then absent for the whole of Wednesday. The faculty member would be charged for a partial day of sick leave on Monday (see subparagraph (x) above) and for an entire day (7.5 hours) on both Tuesday and Wednesday.

xii When the University has a reasonable and demonstrable concern that a unit member has a physical or mental incapacity rendering the unit member unfit to perform the responsibilities of his/her position, or which jeopardizes workplace safety or stability, the University may place the unit member on sick leave and require that the unit member provide medical documentation from an appropriate physician confirming the unit member is fit for duty before allowing the unit member to return to the workplace and resume his/her duties. The University shall give the unit member notice articulating its reasonable and demonstrable concern(s); said determination that a unit member is unfit shall not be subject to Article XI.

(B) _____