

Article IV-SUPPLEMENTAL BENEFITS AND HOLIDAYS

A. 1

b. **Sick Leave Bank (A summary description of the administration and operation of the sick leave bank is set out on pages 61-63.)**

Upon the date of execution of this Agreement, every sick leave bank established pursuant to the provisions of the agreement that was the predecessor to this Agreement shall be maintained for the benefit of all those members of the bargaining unit who shall choose, pursuant to the provisions of this Agreement, to become a member thereof; and any member of the bargaining unit who is a member of any such bank on the effective date of this Agreement shall remain a member thereof subject to the terms and conditions of this paragraph (b).

On October 1st of each academic year, a member of the bargaining unit who is not already a member of a sick leave bank shall become a member thereof and be deemed to have assigned seven and one-half (7.5) hours (the equivalent of one (1) day) of his/her personal sick leave accumulation to the bank unless, during the preceding thirty (30) days, he/she shall have elected not to become a member of the bank; such election shall be made in writing and otherwise in accordance with such requirements as may be established by the University. Any person who becomes a member of the bargaining unit after September 1 in any work year shall become a member of the sick leave bank and be deemed to have assigned seven and one-half (7.5) hours (the equivalent of one (1) day) of his/her personal sick leave accumulation to the bank on the date on which he/she first accrues at least seven and one-half (7.5) hours (the equivalent of one (1) day) of such leave unless, during the preceding thirty (30) days and in the manner described above, he/she shall have elected not to become a member of such bank.

On October 1st of each academic year the president shall notify the chapter president and the Association President of the number of hours in the sick leave bank on that date.

Whenever the accumulation of sick leave in the sick leave bank shall have fallen below three hundred seventy-five (375) hours (the equivalent of fifty (50) days), or, in the case of the Massachusetts College of Art and Design, the Massachusetts College of Liberal Arts and the Massachusetts Maritime Academy, whenever such accumulation shall have fallen below one hundred eighty-seven and one-half (187.5) hours (the equivalent of twenty-five (25) days), the President shall notify the Chapter President and members of the bank in writing, and on the fifteenth (15th) day following the giving of such notice, every member of the sick leave bank shall be deemed to have assigned seven and one-half (7.5) hours (the equivalent of one (1) day) of his/her personal sick leave accumulation to the bank unless,

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during the period of fifteen (15) days following the giving of such notice, he/she shall have elected, in the manner described above, not to remain a member of the bank; provided, however, that any member of the sick leave bank wishing to remain a member thereof and who shall have exhausted his/her personal sick leave accumulation on the date of the giving of such notice, shall be deemed to have assigned such additional hours within fifteen (15) days after the date on which such member is next entitled to personal sick leave, unless, within such period, he/she shall have elected, in the manner described above, not to remain a member of the bank; and provided further that such member shall retain all his/her rights in the bank until such election shall have been made.

Any member of the bargaining unit who is employed at the Massachusetts College of Art and Design, the Massachusetts College of Liberal Arts or the Massachusetts Maritime Academy and who wishes to become or to remain a member of the sick leave bank in accordance with any provision of this paragraph (b) shall be deemed to have assigned fifteen (15) hours (the equivalent of two (2) days), rather than seven and one-half (7.5) hours (the equivalent of one (1) day) of his/her personal sick leave accumulation to the bank for such purpose.

The President shall maintain a register of the membership of the sick leave bank and of the number of sick leave hours accumulated in the bank.

No member of the bargaining unit shall be entitled to become a member of the sick leave bank save as is hereinbefore provided.

Once he/she has been off the payroll for thirty-seven and one-half (37.5) hours, every member of the sick leave bank shall draw upon the sick leave bank as needed; provided, however, that such member on the sick leave bank shall have documented the medical necessity or appropriateness of doing so, by submitting to the University a statement or similar record from a qualified medical provider that confirms the same; and provided that there is an anticipated return to the workplace. Updated documentation maybe required, upon request. Further, no member of the bargaining unit shall, during any five (5)-year period commencing with the date on which he/she first draws upon the sick leave bank, draw in the aggregate therefrom more than the length of time the member has been employed as a full-time or salaried part-time unit member or the equivalent of two (2) work years of sick leave for any single illness or injury, whichever time period is the shorter; and provided further that no two (2) absences shall be deemed to have been occasioned by the same illness or injury if separated from one another by more than one (1) calendar year. For a period not to exceed one hundred eighty-five (185) days during the applicable work year(s), a member of the sick leave bank who otherwise qualifies to draw upon the sick leave bank shall be entitled to draw upon the sick leave bank on a part-time basis in conjunction with part-time employment at the University;

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provided only that such member on the sick leave bank shall have documented the medical necessity or appropriateness of doing so, by submitting to the University a statement or similar record from a qualified medical provider that confirms the same. The partial days from the sick leave bank shall be subtracted from the two (2) work years' maximum described in this paragraph.

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Any member of the bargaining unit who shall have ceased to be eligible to draw upon the sick leave bank in respect of any illness or injury shall be entitled to be accorded an unpaid leave of absence for up to two (2) years for such illness or injury, provided there is an anticipated date of return.

Whenever any person is drawing upon the sick leave bank and, while doing so, is entitled to accumulate personal sick leave in accordance with the provisions of the foregoing paragraph (a), the amount of such sick leave that would otherwise accrue to such person shall accrue in its full amount to the sick leave bank.

The President may at any time, and upon the written request of the Chapter President shall, require that any member of the bargaining unit who is on leave of absence by reason of sickness be examined by a physician chosen by the President; and any member of the bargaining unit who thereafter fails or declines to be so examined shall not be entitled to draw upon any accumulated sick leave or upon any sick leave bank for so long as he/she fails or declines to be so examined. The cost of any such examination shall be borne by the University.

In the event that the physician conducting such examination thereafter certifies that the member of the bargaining unit in question is medically able to resume the performance of his/her duties, such member of the bargaining unit shall thereupon do so, and his/her entitlement to sick leave shall cease on the date he/she resumes the performance of his/her duties or at the expiration of the fifth (5th) day following the date of the physician's certification, whichever is sooner; provided that such entitlement shall not lapse during the pendency of any appeal from the physician's certification.

Any member of the bargaining unit wishing to appeal any physician's certification shall do so by giving notice thereof in writing to the President of the University within five (5) days following the date of such certification. Within ten (10) days following the giving of such notice, the member of the bargaining unit shall give further notice to the President of the name of a physician whom he/she thereby designates to serve as a member of a medical review panel, which panel shall be thereupon constituted for the purpose of considering the question whether the member of the bargaining unit in question is medically able to resume the performance of his/her duties. Failure to give either of the above-described notices in timely fashion shall constitute waiver of the appeal.

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The medical review panel shall be composed of the physician so designated by the member of the bargaining unit; the physician whose certification has given rise to the appeal or another physician chosen by the President if the first is unwilling or unable to serve; and a third physician chosen by the other two (2).

The medical review panel, as promptly as it may, shall, by a majority vote of its members, determine whether the member of the bargaining unit is or is not, at that time, medically able to resume the performance of his/her duties. The panel shall not be required to conduct any hearings in this regard but the panel may require such member of the bargaining unit to produce, or authorize the release of, such medical records as it deems relevant to the making of its determination, and it may conduct or cause to be conducted such physical examinations as it deems appropriate.

The decision of the panel shall be final and binding and shall not be the subject of any claim or grievance prosecuted pursuant to Article XI of this Agreement or otherwise. Notwithstanding the foregoing, upon the written request of either party to this Agreement, such decision may be reconsidered by the same panel or, in the event that any of its members are unwilling or unable to serve, by one constituted in like fashion. Any such panel shall have the authorities and responsibilities of the original panel.

The University shall bear the cost of any physician designated by it to serve on a medical review panel, the member of the bargaining unit taking the appeal shall bear the cost of any physician designated by him/her for such purpose, and the parties to this Agreement shall, in equal shares, bear the cost of the third physician; provided, however, that they shall not be required to bear the cost of any laboratory tests or other medical procedures, exclusive of physical examinations conducted by members of the panel, without their first agreeing to do so.

The failure or refusal of any member of the bargaining unit who has taken an appeal to submit to any physical examination by a member or members of a medical review panel or to produce, or authorize the production of, any medical records requested by such panel shall be cause for it to dismiss such appeal.

Sick leave shall not be permitted to be drawn from the sick leave bank for use pursuant to subparagraphs (iii), (iv), (v) or (vi) of the preceding paragraph (a).

**SUMMARY DESCRIPTION:
OPERATION AND ADMINISTRATION OF THE SICK LEAVE BANK**

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This statement contains a summary description of the operation and administration of the sick leave bank (**Section A(1)(b), at pages 34-37**).

1. Sick Leave Bank Membership

Unit members entitled to sick leave are members of the sick leave bank in the following circumstances unless they opt out of participation in the bank.

- a. Unit members hired after September 1 automatically become members of the bank when they have accrued seven and one-half (7.5) hours (fifteen (15) hours at the Massachusetts College of Art and Design, the Massachusetts College of Liberal Arts and the Massachusetts Maritime Academy) of sick leave, which are automatically contributed to the bank unless the unit members opt out of participation in the bank within the preceding thirty (30) days.
- b. Each year on October 1, unit members (other than those described in paragraph (a) above) not members of the bank automatically become bank members, and seven and one-half (7.5) hours (fifteen (15) hours at the Massachusetts College of Art and Design, the Massachusetts College of Liberal Arts and the Massachusetts Maritime Academy) of their accrued sick leave are contributed to the bank unless they opt out of participation in the bank within the preceding thirty (30) days. Unit members who do not have the required number of hours of sick leave on October 1 and who do not opt out of the bank will contribute seven and one-half (7.5) hours or fifteen (15) hours, whichever applies, when those hours have accrued.
- c. When the balance of hours in the bank falls below the contractual minimum the University President shall give notice of such, and seven and one-half (7.5) hours (fifteen (15) hours at the Massachusetts College of Art and Design, the Massachusetts College of Liberal Arts or the Massachusetts Maritime Academy) of accrued sick leave are automatically contributed to the bank from each bank member, unless the bank member opts out of participation in the bank within fifteen (15) days of the notice.

2. Notification

- a. The only contractually required notice is that given by the University President to the Chapter President when the number of hours in the bank is falling below the contractual minimum.
- b. Additionally, at each University the administration will give notice of the sick leave bank and the ability to opt out of participation in the bank as follows:
 - i. To new unit members in time to opt out of participation in the bank.

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- ii. To unit members who are not members of the bank, by September 30 each year.
- iii. To the extent possible, to unit members who are members of the bank, fifteen (15) days before automatic contributions are required to maintain the bank at the contractual minimum.
- iv. To the extent possible, to unit members who are members of the bank fifteen (15) days before the end of the semester if automatic contributions are likely to be required during the summer.

3. Duration on the Sick Leave Bank

a. Full-time Use:

- i. Faculty who are members of the bank may use up to two thousand seven hundred seventy-five (2,775) hours, ~~or the pro-rated equivalent for a salaried, part-time unit member;~~ or the number of hours equal to the length of time the member has been employed as a full-time or salaried part-time unit member, whichever time period is the shorter, for one (1) illness/injury; charges to the bank are made only during the faculty work year, exclusive of ten (10) holidays.
- ii. Librarians who are members of the bank may use up to three thousand seven hundred five (3,705) hours or the number of hours equal to the length of time the member has been employed as a full-time librarian, whichever time period is the shorter, for one (1) illness/injury; charges to the bank are made during the librarian work year, exclusive of ~~twelve~~, (12) holidays.

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b. Part-time Use:

- i. Faculty who are members of the bank may use up to one thousand three hundred eighty-seven and one-half (1,387.5) hours, ~~or the pro-rated equivalent for a salaried, part-time unit member;~~ or the number of hours equal to the length of time the member has been employed as a full-time or salaried part-time unit member, whichever time period is the shorter, on a part-time basis for one (1) illness/injury; charges to the bank are made only during the faculty work year, exclusive of ten (10) holidays.
- ii. Librarians who are members of the bank may use up to one thousand eight hundred fifty-two and one-half (1,852.5) hours or the number of hours equal to the length of time the member has been employed as a full-time or salaried part-time unit member, whichever time period is the shorter, on a part-time basis for one (1) illness/injury; charges to the bank are made during the librarian work year, exclusive of ~~twelve~~, (12) holidays.

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- iii. Any sick leave drawn from the bank on a part-time basis is subtracted from the maximum amounts described in paragraph (a) above.
- c. If a unit member is drawing from the bank on a part-time basis and becomes fully incapacitated from working, the member shall draw from the bank on a full-time basis, regardless of the cause of the additional incapacity, without having to be off the payroll for an additional 37.5 hours.

4. Accrual of Sick Leave While on the Sick Leave Bank

A unit member earns sick leave while on the bank, but all such time accrues to the sick leave bank rather than to the unit member.

5. Personal Leave and Vacation Leave

- a. If a unit member who is drawing on the bank has unused personal leave before December 31, then the unit member's absence is to be charged to his/her remaining personal leave rather than to the bank. The member shall not be required to be off the payroll for an additional 37.5 hours.
- b. If a librarian who is drawing on the bank has accrued four hundred eighty (480) hours of vacation leave and there is no agreement with the Vice President to accrue more than four hundred eighty (480) hours of vacation leave, then the librarian's excess vacation credits are to be converted to sick leave. Such sick leave shall be credited to the bank.

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