

## **ARTICLE XIX LEAVES OF ABSENCE**

### **Section 1. Paid Sick Leave.**

A. Sick leave is the authorized absence of an individual to be away from work duties due to:

- (1) Personal illness;
- (2) Personal injury;
- (3) Medical emergencies or illness in the immediate family;
- (4) Medical, dental or optical examination or treatment;
- (5) Exposure to a contagious disease;
- (6) Death of a member of the employee's immediate family.

B. "Immediate family" shall include: grandparents, brother, brother-in-law, sister, sister-in-law, daughter-in-law, son-in-law, father, father-in-law, mother, mother-in-law, spouse, child, grandchild, legal guardian or other person who stands in the place of a parent.

C. At the beginning of the first year of employment, the full-service faculty member will receive one-hundred twenty (120) hours of sick leave credit. If the faculty member transfers sick leave credit from another Ohio institution (as defined in this article) such leave will be accepted in lieu of this credit. In such case, if the sick leave transferred is greater than 120 hours, the employee will receive the actual number of hours which were transferred to Shawnee State University. If the sick leave transferred amounts to less than 120 hours, the University will credit that number which will bring the total to a maximum of 120 hours.

D. After the first year of employment and thereafter, sick leave shall accumulate at the rate of 6.0 hours per pay period for twenty (20) pays if paid on a bi-weekly basis. A total of 120 hours may be earned per academic year. There will be no maximum on the number of sick leave hours which may be accumulated.

E. An employee may request the use of accumulated but unused sick leave during any term (including summer) in which the faculty member has a regular teaching assignment. Sick leave is not intended for intersession courses which are not part of the faculty member's regular teaching load.

F. A consecutive period of sick leave includes all days except Saturday (if no class is scheduled), Sunday, holidays and vacations.

G. The full-service faculty member must properly complete and submit to the immediate supervisor, the appropriate sick leave form immediately upon return from sick leave. In those cases, where the faculty member must schedule appointment(s) or knows that sick leave is needed, the request for sick leave shall be submitted in advance.

The Association recognizes that the proper submission of this form for the proper crediting of sick leave time is the responsibility of the faculty member.

H. When the faculty member requests the use of sick leave for an illness or injury requiring medical care, the faculty member will furnish the name, address and phone number of the physician consulted. If the faculty member chooses, he/she may submit a physician statement attesting to the health condition. The University may require the employee to submit to a physical examination with a physician of the University's choosing and the University will pay all costs incurred in obtaining the physical examination.

I. Accumulated sick leave shall be reduced in the following manner:

(1) Partial day - The sick leave account will be reduced by the actual number of hours a faculty member was absent from assigned duties. A partial day reduction will apply only if the faculty member is absent from a portion of the scheduled classes for that day.

(2) Full day - The sick leave account will be reduced by eight (8) hours. A full day reduction will apply when a faculty member misses all assigned work for a particular day.

J. Sick leave granted by reason of death in the immediate family shall not exceed five (5) days unless the faculty member has approval of his/her Dean to extend such time.

K. Non-compliance with sick leave rules and regulations may result in the faculty member not receiving pay for the sick leave requested. Misuse of the sick leave provision herein may be considered grounds for disciplinary action. In the meting out of any discipline in such case, the University will comply with accepted due-process/just cause standards.

L. A faculty member may transfer into the University any accumulated, documented, and verified sick leave hours that have been accumulated by a school system, government agency, department or institution of the government of the State of Ohio.

M. An accounting of sick leave days accumulated shall be maintained by the University Personnel Office and shall be available to the individual faculty member upon request.

N. Upon retiring from active service with at least ten (10) years of service (any combination with the University and its predecessor institutions), a faculty member may elect to be paid one-fourth (1/4) of the accrued but unused sick leave credit. This payment will be based upon the employee's rate of pay at the time of retirement. Upon accepting such payment all sick leave credit accrued up to that time will be eliminated.

Such payment will be made only once to any full-service faculty member. That is, such a member who returns to University service after retiring may accrue and use sick leave but may not convert the unused sick leave at the time of the second retirement.

The maximum payment allowed under this provision will be one-fourth (1/4) of the one hundred-sixty (160) days (40 days or 320 hours). For the purpose of sick leave conversion, the academic year shall be considered 165 days (1,320 hours).

Example:

$$\underline{(\text{Accumulated sick leave hours} \times 25\% \times \text{Current salary})} = \text{Sick Leave Payout}$$

1,320 hours

Sick leave conversion does not apply to any termination or separation other than retirement or to faculty members electing the retirement incentive outlined in Article XVIII Section 9.

## **Section 2. Personal Leave Days.**

A. Faculty members shall be granted up to two (2) days of paid personal leave per academic year. Such personal days shall be used only with prior notification of the immediate supervisor. Notification for use of personal leave shall be made three (3) days prior to use, except in emergency situations.

B. Except in emergencies, a personal day may be used at any time other than one day before or after a scheduled holiday, or on the day of Commencement exercises if scheduled to attend unless approved by the Dean/Provost.

C. Unused personal leave shall not be carried forward to subsequent years.

D. Personal leave shall be granted in whole day increments.

## **Section 3. Court Leave/Jury Duty.**

A. The University shall grant court leave with full pay to any employee who:

(1) Is summoned for jury duty by a court of competent jurisdiction; or

(2) Is subpoenaed to appear before any court, commission, board or other legally construed body authorized by law to compel the attendance of witnesses; where the employee is not a party to the action.

B. Any compensation or reimbursement for jury duty or for court attendance compelled by subpoena, when such duty is performed during an employee's normal working hours, shall be remitted to the Payroll Office.

## **Section 4. Family Leave.**

A. Maternity Leave. Bargaining unit members may use earned but unused sick leave for the temporary disability associated with childbirth, both pre-natal and postpartum. Such leave shall be treated in the same manner as all other use of sick leave.

B. Paternity Leave. A full-service faculty member may utilize five (5) days of sick leave for the care of the employee's wife and family during the post-natal period.

C. Adoption. If the full-service faculty member is the primary care-giver and wishes to have time for bonding with a newly adopted child, the bargaining unit member may use earned but unused sick leave for a period not to exceed thirty (30) working days.

D. Family care. The full-service faculty member may choose to utilize unpaid leave time, sick time, or a combination of both for the purpose of providing care for a newly adopted child, or the care of a family member suffering from an extended illness.

A request for unpaid leave must be received at least thirty (30) days in advance, except in cases of emergency, and may be granted for the remainder of the academic term in which the request was received but shall not exceed one **[Q: two (2)]** additional terms. Such request shall not extend into a second academic year.

While on unpaid leave for family care, which is covered by The Family and Medical Leave Act, the University shall continue to cover full-service faculty members under its group health insurance plan as provided by the Act. If the leave extends the time period covered by the Act, the full-service faculty member will be able to purchase health insurance as provided by this article, Section 9. Time spent on approved family care leave shall not break the continuous service seniority of an individual on such leave. However, time spent on such leave shall not be applied to salary schedule increments with the exception of an increment due an individual who returns from leave and worked at least 120 days in the year prior to commencing such leave. Upon return to service, the faculty member shall be restored to his/her former teaching assignment and shall suffer no loss of rank or contract status.

#### **Section 5. Unpaid Disability Leave.**

A. Upon exhaustion of sick leave, employees may request and shall be granted a leave of absence without pay for disability. The employee must provide a physician's statement with such application at least one week prior to the effective date of the request, except in cases of emergency. The University may request a second opinion from a physician of the University's choosing. Costs associated with obtaining such opinion shall be paid by the University.

B. All such unpaid disability leaves of absence shall not exceed two (2) academic years in duration.

The faculty member must advise the University of his/her need to utilize the second (2) year of such unpaid leave no later than June 1 of the first year in which the employee is on unpaid leave status.

While on unpaid leave due to disability which is covered by The Family and Medical Leave Act, the University shall continue to cover full-service faculty members under its group health insurance plan as provided by the Act. If the leave extends the time period covered by the Act, the full-service faculty member will be able to purchase health insurance as provided by this article, Section 9. Additionally, time spent on approved unpaid leaves of absence shall not break the continuous service seniority of an individual on such leave. However, time spent on such leave shall not be applied to salary schedule increments with the exception of an increment due an individual who returns from leave and who worked at least 120 days in the year prior to commencing such leave. Upon return to service, the faculty member shall be restored to his/her former teaching assignment, and shall suffer no loss of rank or contract status.

## **Section 6. Professional Leave.**

### **A. Unpaid Professional Leave.**

(1) A full-service faculty member who has held such status with the University for at least two (2) years shall be eligible to request a professional leave of absence without pay for approved purposes of advanced study, an exchange teaching assignment, travel, government service, or any other professional experience which is related to the field of teaching, or which will improve professional competence as a University faculty member.

(2) Written request for unpaid professional leave shall be submitted to the Dean for administrative action one (1) year in advance. The leave must be recommended by the faculty member's applicable Dean, and the Provost. While on unpaid leave for professional leave, the full-service faculty member will be able to purchase health insurance as provided by this Article, Section 9. The time spent on an approved leave shall be counted as teaching time for purposes of seniority and salary determination.

Upon return to service, the faculty member shall be restored to his/her former teaching assignment and shall suffer no loss of rank or contract status.

### **B. Paid Professional Leaves.**

(1) The primary purpose of paid professional leaves is faculty development: advancing the academic competence of faculty members and enhancing their contribution to the University in teaching, scholarship, and service. While on paid leave, the full-service faculty member will continue to participate in University-provided benefit programs.

(2) Bargaining unit members requesting tuition reimbursement with partial leave (reduced work load) or a professional leave with pay and tuition reimbursement will continue to follow the guidelines in the University policy on Faculty Development (approved June 1988).

(3) Faculty members requesting a sabbatical leave will also follow the guidelines in the University policy on Faculty Development (approved June 1988) and adhere to all requirements in the Ohio Revised Code 3345.28.

(4) Upon return to service, the faculty member shall be restored to his/her former teaching assignment, and shall suffer no loss of rank or contract status.

C. Association Leaves.

Association leave is leave with pay to attend the conventions or meetings of the NEA or the OEA. Association leave shall be limited to five days per fiscal year for the bargaining unit as a whole and shall not include travel expenses or conference fee reimbursement. A minimum of 14 days written notice shall be provided to the provost and the appropriate dean prior to taking such leave.

**Section 7. Rights While on Leave.**

A. While on paid leave, the full-service faculty member will continue to participate in University-provided benefit programs.

Additionally, time spent on approved unpaid leaves of absence shall not break the continuous service seniority of an individual on such leave. However, time spent on such leave shall not be applied to salary schedule increments with the exceptions of:

- (1) An increment due an individual who returns from leave and worked at least 120 days in the year prior to commencing such leave; or
- (2) An increment due an individual who returns from an approved unpaid professional leave as defined in this Article, Section 6 (A).

**Section 8. Declination of Overload and Summer Opportunities.**

Those faculty members who are on leave of absence will be deemed to have declined all offered summer teaching and/or overload opportunities which occur during the period of the leave.

**Section 9. Continuation of Insurance.**

A. The University will continue group health insurance throughout the period of an approved paid leave. In the case of an approved unpaid leave, the University will continue the group health insurance as required by The Family and Medical Leave Act.

B. Thereafter, the employee shall be offered all COBRA continuation and conversion benefits required by Ohio or Federal law, and the employee shall be responsible for payment of all relevant premiums and related costs.

## **Section 10. Faculty Development.**

A. The University encourages the continued development activities of its faculty. This development may incorporate a number of individualized programs which may require adjustments in schedules. See Appendix D for reference to the Faculty Development Policy.

B. Flexible Scheduling. Where feasible, a faculty member's assignment may be adjusted during the year (including summer) to permit time to pursue advanced course work. This adjustment may include a heavier load during a particular term(s) and/or specific assignments during the summer term. Flexible schedules might also include two or three day assignments, or morning or afternoon schedules. Where appropriate, all assignments would be in agreement with the current Agreement with regard to faculty workload expectations.