

ARTICLE 16

LEAVES OF ABSENCE

A. ACTIVE AND INACTIVE STATUS

If an employee is on a paid leave of absence, he/she is considered to be on active pay status and therefore will continue to receive benefits as provided under Article 15, Group Insurance, of this Agreement. An employee who is on an unpaid leave of absence is not on active pay status and therefore not eligible for the benefits included in this Agreement except where expressly stated in this Agreement. An employee on unpaid leave of absence may elect to continue group health care benefits by paying the appropriate premiums and related costs for such elected coverage as provided under COBRA legislation.

B. SICK LEAVE

1. A full-time employee shall accrue 120 hours of sick leave annually. The accrued sick leave is strictly proportionate to the regular hours paid in each pay period. Sick leave accrues for all time in active pay status, including vacation, sick leave, and comp time, but not including time on unpaid leave of absence or layoff (except for leave while on union business as provided in this Article E. 5). Probationary employees may use accrued sick leave during the new-hire probationary period.
2. A part-time employee shall be credited with a pro-rated amount of sick leave based on a ratio of actual hours worked to 2080 hours per year.
3. Sick leave shall be charged in minimum units of one/half (1/2) hour. Employees are charged for sick leave (including FMLA-qualifying absences) for days upon which they would otherwise have been scheduled to work. Sick leave payment will not exceed the normal scheduled work day or work week earnings.
4. Employees may use accumulated sick leave upon approval of the supervisor for:
 - a. Illness or injury of the employee or a member of the employee's immediate family. (In case of a member of the immediate family not living with the employee, the appointing authority may apply sick leave when it appears justified, but such cases shall be carefully investigated.) A doctor's statement attesting to illness of the employee or the member of the immediate family may be required. If such statement is required, the request shall be made by the Director of Human Resources.
 - b. Death of a member of the employee's immediate family as defined in Section (B) (5) of this Article.
 - c. Medical, dental, or optical examination or treatment of the employee or a member of the immediate family.
 - d. When, through exposure to a contagious disease, either the health of the employee would be jeopardized or the employee's presence on the job would jeopardize the health of others.
 - e. Pregnancy and/or childbirth and related conditions as pursuant to this Article, Section D, Parental.

5. The definition of immediate family for purposes of this Article includes: mother, father, brother, sister, child, spouse, grandparent, grandchild, mother-in-law, father-in-law, daughter-in-law, son-in-law, sister-in-law, brother-in-law, legal guardian, or other person who stands in place of a parent.
6. An employee must comply with the submission of forms which will document the reason for the request to take sick leave time. Such request forms must be completed in full and submitted to the supervisor/coach as soon as possible but in no event later than the day the employee returns to work.
7. Sick leave granted by reason of death in the immediate family shall not exceed five (5) working days. The University will allow an employee three (3) days of sick leave credit for this purpose for mother, father, brother, sister, child, spouse, grandparent, grandchild, mother-in-law, father-in-law, daughter-in-law, son-in-law, brother-in-law, aunt, uncle, niece, nephew, legal guardian, or other person who stands in place of a parent if unused sick leave time is not available to the employee. Such credit must be recovered before any other sick leave will be granted.
8. The employee must comply with the report-in requirements as specified in Article 18, Report-In.
9. A signed statement from the attending physician, stating the general nature of the illness, date of medical treatment, and the conditions under which the employee is released to return to work; or a statement from the attending physician verifying the illness or injury of the employee's immediate family may be requested by Human Resources prior to the employee's return to work.
10. Employees failing to comply with sick leave rules and regulations will not receive pay for the sick leave requested. The disapproval of sick leave for any day because the bargaining unit employee failed to report to work and failed to call in (i.e. "no call and no show" see Article 18, B) will result in no payment for the day. The absence will be considered "unexcused" and the employee will be subject to disciplinary action. If the employee provides sufficient evidence of a hardship which prevented compliance with sick leave rules and regulations, including call in, the University may approve the sick leave despite the noncompliance.
11. Application for sick leave with intent to defraud will be considered a disciplinary infraction and shall be handled in accordance with Article 19, Discipline, whether or not the sick leave has been approved, disapproved, paid, or unpaid.
12. If an employee requires additional leave time for personal illness beyond the time covered by earned sick leave, the employee may request a disability leave as outlined in this Article (C).
13. An employee may carry over unused sick leave from year to year without limit. An employee will not be paid for unused sick leave upon termination of employment except as provided in paragraph 14 of this Section.
14. Upon retirement from active service with Shawnee State University after ten (10) or more years, an employee may elect to be paid one-quarter (1/4) of the unused sick leave credit which has accumulated. Such payment will be based on the rate of pay at the time of retirement. Upon acceptance of such payment, all sick leave credit accumulated up to that point will be eliminated. Such payment will be made only once to an employee. That is, an employee who returns to University service after retiring may accrue and use sick leave as before, but may not convert the unused sick leave at the time of a second retirement. The maximum payment allowed under this Article will be one-quarter (1/4) of 160 days. Sick leave conversion does not apply to any termination or separation other than retirement.

C. DISABILITY LEAVE

1. An employee who suffers an injury or illness which prevents the employee from working may receive, upon request, a disability leave. In order to be paid leave, the employee may opt to use earned but unused sick time, vacation, or comp time. The total amount of time on such leave, paid or unpaid, for the same injury or illness shall not exceed fifty-eight (58) calendar weeks, unless an extension of such leave is mutually acceptable to the University and the employee.
2. A request for disability leave must be made in writing as early as possible and must include a statement from the attending physician stating the general nature of the injury/illness and projected return date. Prior to returning to work, the employee must provide the University with the attending physician's release attesting to his/her ability to perform the essential job duties. The University may request an independent examination as provided in this Article (H).
3. An employee will not be entitled to compensation both under O.R.C. Chapter 4123 (Worker's Compensation) and University-paid leave for such disability leave. The University will adhere to Worker's Compensation regulations when applying this provision to employees on disability leave due to a job-related injury.

D. PARENTAL

1. Maternity

Employees requesting leave for the temporary disability associated with childbirth, both prenatal and postpartum, shall be treated under Sections B, Sick Leave and C, Disability Leave of this Article.

2. Paternity

A bargaining unit employee may utilize up to five (5) days of earned but unused sick leave for the care of the employee's wife and family during the post-natal period. The employee may use available vacation and accumulated comp time if sick leave is not available. The total combined leave under this provision shall not exceed twelve (12) weeks, paid or unpaid, in the twelve (12) month period following the birth of the newborn child.

3. Adoption

If the bargaining unit employee is the primary care-giver and wishes to have time for bonding with a newly adopted child, the bargaining unit employee may use earned but unused sick leave, vacation, and/or comp time for a period not to exceed thirty (30) working days. The total combined leave under this provision shall not exceed twelve (12) weeks, paid or unpaid, in the twelve (12) month period following the placement of the child.

4. Child Care

A bargaining unit employee may utilize earned but unused sick leave and available vacation and accumulated comp time to care for a newborn or a newly adopted child. The total leave for any combination of child care, paternity, adoption, and maternity leaves shall not exceed twelve (12) weeks, paid or unpaid, in the twelve (12) month period following the birth and/or placement of the child and must be concluded within the same 12-month period. (Care for an ill child is provided for under the Sick Leave provision of this Article.)

E. FAMILY MEDICAL LEAVE ACT

Employees with one year of service with the University and who have worked for 1,250 hours in the previous 12 month period are eligible for up to twelve weeks of paid (existing sick leave and/or vacation) and/or unpaid leave for qualifying events, in a twelve month period (rolling year, see CFR 29, Part 825.200).

1. Qualifying events are:
 - a) Childbirth – within twelve months following the birth of the employee’s child.
 - b) Adoption or foster care – within twelve months of the adoption or placement of a child for foster care.
 - c) Serious personal illness –
 - i. A serious health condition that results in a period of incapacity for more than three days during which the employee is unable to work, or
 - ii. A chronic condition requiring a regimen of ongoing care by a health care provider that intermittently (less than three days) renders the employee unable to work while seeking treatment or while recovering from the condition.
 - d) Serious illness of a member of the employee’s immediate family – a serious health condition (as defined in “c” above) which requires the employee to provide care. Immediate family is: father, mother, spouse and child (under 18 or over 18 if incapable of self-care.)
2. Employees will first use sick leave, where appropriate, prior to unpaid leave. Employees may choose to use vacation prior to unpaid leave after sick leave is exhausted or for events where sick leave is inappropriate.
3. Employees will give thirty days notice when requesting FMLA leave or as much notice as is practicable if treatment is required in less than thirty days.
4. In qualifying events relating to a serious health condition, employees will provide medical certification of the need for FMLA leave from a health care provider. The University may require an independent examination at no cost to the employee.
 - a) Employees may request paid or unpaid leave under FMLA by using the sick leave request form.
 - b) Any use of FMLA leave will not be counted for attendance ratings in performance evaluations or be used in other employment decisions.
 - c) Typically, FMLA leave will be taken on a continuous basis. For eligible events where an intermittent leave is medically necessary, a reduced workday or workweek may be considered. An intermittent schedule will be agreed upon before the start of the leave, whenever possible.
 - d) FMLA leave coordinates with other paid and unpaid leaves.
 - e) Employees returning from FMLA leave will be returned to their former position, in accordance with this Article, Sections G (Retention of Position) and H (Return to Work).

F. OTHER

1. Court/Jury Duty Leave

An employee who is required to report for jury duty or is subpoenaed to appear before any court, commission board, or other legally constituted body, where the employee is not a party to the action, shall be entitled to leave with pay for the scheduled work hours lost as the result of such duty. For each hour of such leave taken, the employee will be compensated by the University in an amount equal to his/her straight-time rate of pay, as specified in Section H of this Article, less the amount received by the employee from the government for such appearance. An employee who reports for such duty and is excused there from shall immediately contact his/her immediate supervisor and report for work, if requested. In order to be paid by the University for such Leave the employee must submit to Human Resources written proof, executed by the administrator of the court of having served the duration of such duty and the amount of compensation received for such duty.

2. Military Leave

An employee who is unable to report for regularly scheduled work because the employee is required to report for duty as a reserve member of the armed forces or as a member of the Ohio National Guard shall be compensated in an amount equal to the difference between eight (8) hours pay at his/her straight-time rate of pay, as specified in this Article, Section I, Rate of Pay, and the amount earned for such military service. Such compensation shall be limited to the first ten (10) work days lost in any calendar year as a result of such duty.

The University will adhere to any federal or state laws enacted during the term of this Agreement regarding employer responsibilities toward active employees who are members of the armed forces.

3. Unpaid Personal Leave

An employee may apply for and may be granted a leave of absence without pay for reasons not covered by this Agreement. Employees shall give four (4) weeks written notice to the Director of Human Resources of such request, except in cases of emergency. All such leaves require specific approval of the Director of Human Resources and appropriate Vice President and shall not exceed six (6) months in duration from the last day on active pay status. A request for extension of such leave will be considered if submitted in writing to the Director of Human Resources no later than thirty (30) calendar days prior to the expected return date. Employees on such leave shall be subject to the reinstatement provisions of this Article, Section F, Retention of Position.

4. Paid Personal Leave Day

Full-time bargaining unit employees who have completed their new-hire probationary period shall be granted one (1) day of paid personal leave per contract year. Request of such leave must be approved by the appropriate supervisor/coach. This unused personal leave day shall not be carried forward to subsequent years.

Part-time bargaining unit employees, who have completed their new-hire probationary period, shall be granted one (1) pro-rated day of paid personal leave per contract year. For example, a part-time employee who regularly works 20 hrs/week, will receive a "day" off equivalent to four (4) hours; an employee who regularly works 32 hrs/week, will receive a "day" off equivalent to

six (6) hours, etc. Request of such leave must be approved by the appropriate supervisor/coach. This unused personal leave day shall not be carried forward to subsequent years.

5. Union Leave – Unpaid

The University will allow a total of thirty (30) unpaid working days to be granted to bargaining unit members to attend Union business each year. Any one member may use up to ten (10) days of such leave in any contract year. With the specific approval of the University President, total Union leave time may be extended to forty (40) days of which up to twenty (20) days may be used by an individual in a contract year. A request for union leave shall be submitted to the appropriate supervisor/coach at least ten (10) working days prior to the requested time off. Such leave shall be granted to only one (1) bargaining unit member from any one (1) work area.

Upon election of an SSU bargaining unit member to Local President or Local Vice President, up to eight (8) hours per week unpaid leave time for union business is permitted. This leave should be taken in blocks of not less than four (4) hours. The union officer will obtain prior approval of the leave from his/her supervisor on a weekly basis so that scheduling of work can be accomplished. Such approval will not be unduly or unreasonably denied.

6. Voluntary Employee Reduced time (VERT)

Full-time employees may apply for an unpaid voluntary employee reduced time (VERT) or work schedule for a designated period of time but not to exceed three (3) months duration in a 12-month period. Approval of a VERT is at the discretion of the supervisor and no employee can be required to apply for such leave.

University provided health and life insurance will remain in effect for the duration of a VERT and the employee will return to his/her previous position at the conclusion of the approved reduced time/leave.

Positions eligible for a VERT include:

- a. Those in which a temporary reduction in workload is possible or anticipated due to seasonal or program requirements;
- b. Those in which the distribution of duties to the remaining staff or other support areas is achievable during the normal workday;
- c. Those in which the service and work expectations can be adequately maintained even with the reduced schedule.

Application forms for a VERT are available in the Human Resources Department. Either party may discontinue this program by written notice to the other party.

G. RETENTION OF POSITION

Upon an employee's request to return to work from any approved leave as defined in this Article, paid or unpaid, up to a maximum of six (6) months, the employee shall be returned to the same position which s/he held prior to such leave. If such leave time exceeds six (6) months, up to a maximum of twelve (12) months, the University will place such employee in the same or similar position in which the employee possesses the required qualifications necessary to perform the essential responsibilities.

H. RETURN TO WORK

In case of leave as a result of illness, a signed statement of the general nature of illness or fitness may be required by the University prior to return to work upon completion of the approved leave. Failure to submit such a statement, if required, may result in refusal to allow the employee to return to active pay status. Falsification of such a statement may result in termination of employment.

When the University requires an examination by a physician of its choice, the University shall pay the cost of the examination.

I. RATE OF PAY

Except as otherwise noted in this Article, for any paid leave taken under this Article, an employee shall be compensated at the straight-time rate of pay. Only hours of leave for which an employee is paid shall be deemed hours for work for the purpose of computing overtime pay under this provision.

J. INSURANCE CONTINUATION

1. The University will continue group health insurance throughout the period of an approved paid leave.
2. The University will continue group health insurance for a maximum of six (6) months for an approved disability leave that extends beyond paid time.
3. The University will continue group health insurance as provided in the Family Medical Leave Act (FMLA) of 1993.
4. The University will offer group health continuation and conversion benefits as provided under the Consolidated Omnibus Reconciliation Act (COBRA).