

ARTICLE 27
LEAVES OF ABSENCE

27.§4 LEAVE FOR COURT-REQUIRED SERVICE. A faculty member who, during an academic period during which he/she is scheduled to work, is summoned and reports for jury duty or is subpoenaed as a witness in a legal action to which he/she is not a party shall immediately notify the department chair of this obligation. ~~Such faculty member shall be paid the difference between his/her regular rate of pay and the amount received for serving as a juror or witness.~~ The faculty member shall receive his/her regular rate of pay in addition to any amount received for serving as a juror or witness. The foregoing provision shall not apply if the faculty member is a plaintiff or is voluntarily testifying for the plaintiff against the University in a legal action. A faculty member serving jury duty or as a subpoenaed witness is expected to report for regular University duty when his/her attendance at court is not required.

27.§7.2 *Use of Sick-leave Credit*. Sick leave may be used in any period of the year in which a faculty member is on the active payroll and is scheduled to work, but only for the number of days the faculty member is scheduled to receive remuneration, subject to the following provisions:

27.§7.2.1 A faculty member on fiscal-year appointment may not use more than two hundred sixty (260) accumulated sick-leave days during any fiscal year (July 1 through June 30).

27.§7.2.2 A faculty member on academic-year appointment may not use more than two hundred (200) accumulated sick-leave days during any fiscal year (July 1 through June 30).

27.§7.2.3 All absences of the teaching faculty due to illness or injury of one (1) day or more will be debited against the faculty member's accumulated bank of sick leave, regardless of whether his/her department absorbs his/her workload or the University provides a substitute. The declaration of sick leave shall be made by the day, and such deduction shall be made on the basis of availability for work to the University and not time scheduled for classes.

27.§7.2.4 Nothing in this article shall be interpreted to mean that all absences of bargaining unit members due to illness, injury, or medical treatment shall not be debited against the faculty member's sick-leave bank based upon the accumulated time of absence during the relevant pay period.

27.§7.2.5 Brief absences due to medical or health care appointments shall not be debited against the faculty member's sick-leave bank unless they conflict with regularly-scheduled work assignments (e.g., teaching, reference desk shifts, counseling appointments).

27.§7.2.6 Bargaining unit faculty shall be permitted to use sick leave for an immediate family member's illness and doctor or dentist appointments, for up to five (5) days per year for academic-year faculty and eight (8) days for fiscal-year faculty, and provided that the family member resides in the household of the bargaining unit member. "Immediate family" is defined as the bargaining unit member's spouse and the employee's or current spouse's children, mother, or father. Sick-leave usage can, at no time, exceed an individual's accumulated balance.

27.§7.2.7 Bargaining unit faculty shall be permitted to use sick leave for up to thirty (30) days in a rolling year (in addition to the twelve weeks of unpaid FMLA described in 27.§2.2): (a) for the birth of a son or daughter of the member and to care for such child; (b) for the placement of a child with the member for adoption or foster care; or (c) to care for a spouse, designated other (36.§11), child, or parent who has a serious health condition and who resides in the same household as the member. For bargaining unit faculty with classroom teaching responsibilities (includes online teaching) the use of additional sick leave may be extended through the end of the current semester and, where appropriate (and with approval of the provost), into the subsequent semester. Any exceptions to this policy must have prior approval from the provost. Bargaining unit faculty shall be permitted to use sick leave for an additional five (5) days in a rolling year in situations (a) and (b).

27.§7.2.7.1 The residency in the same household requirement in 27.§7.2.7 shall be waived in the case of a parent, or a child under the age of 19.

27.§7.2.7.2 Bargaining unit faculty, in their first two years, after exhausting any available sick leave and necessity leave, may, upon recommendation of the chair and approval of the dean, be granted up to an additional ten (10) days of paid leave for the purposes specified in 27.§7.2.7.

27.§7.2.8 If a faculty member elects to use sick leave while off duty because of a compensable injury and receives his/her full salary, part of the sick-leave credit may be regained by depositing his/her Workers' Compensation check with the University. Sick-leave credit will be computed by dividing the total of Workers' Compensation payments by the faculty member's rate of pay per day.

27.§7.2.9 Western reserves the right to request a physician's statement or sworn affidavit that the claim for sick leave is *bona fide* as a condition precedent to the allowance of paid sick leave.

27.§7.2.10 A bargaining unit member returning from a medical leave of absence of any kind in excess of ten (10) consecutive business days, except for court-required services leaves, funeral leaves, and personal leaves, may be required to

furnish a physician's statement as to his/her condition, if Western has reasonable grounds to believe the bargaining unit member may have a medical problem. If medically determined (using the provisions in 27.§2.15) that the member's condition would interfere with performance of his/her regularly assigned duties, or if the duties might result in aggravating the member's condition, reasonable restrictions may be placed on the resumption of duties or may result in the alteration of the bargaining unit member's duties.

27.§7.2.11 When a bargaining unit member has used all of his/her sick-leave credit, he/she will be removed from the payroll until he/she returns to duty.

27.§7.2.12 When bargaining unit faculty members agree to teach classes for colleagues who are using funeral leave or sick leave and who are having their accumulated sick-leave bank debited for such leave, they (the bargaining unit faculty teaching) shall be paid at least sixty dollars (\$60.00) for each fifty- (50) minute class period. Substitute appointments shall be the responsibility of the chair/director after receiving timely notification by the affected faculty member.

27.§7.3 *Pregnancy and Childbirth Leave.* Absences due to illness or disability associated with pregnancy or childbirth shall be treated by Western in the same way as absences due to illness or disability for other reasons.

27.§7.4 *Modified Duties Assignment for Childbearing and Child Care.*

27.§7.4.1 Upon the request of the bargaining unit faculty member, and with prior approval by the provost, a member of the bargaining unit who has primary responsibility for the care of an infant for the period before and/or immediately following birth of a child or adoption of a child under age five, will ~~may~~ be granted a semester of ~~reduced~~ modified duties in order that the parent can prepare and/or care for the infant or child. For adoption of a child age five or older, any reduction or modification in duties is at the discretion of the chair and dean.

27.§7.4.2 The duration of the modified duties assignment may not exceed one semester, including the anticipated short-term disability leave for pregnancy, childbirth, and recovery there from, and should normally coincide with the beginning and ending dates of the semester. Whenever possible, requests for modified duties status should be submitted, in writing, to the chair and dean at least two months prior to the start of the requested leave, and must include a certified statement by the bargaining unit member certifying that he/she is assuming primary responsibility for the care of an infant or child.

27.§7.4.3 A modified duties assignment may take two forms. For a modified duties assignment in which the equivalent of a full workload is performed, e.g., an alternate-year position, no adjustment in compensation or future assignments may be required. For a modified duties assignment in which a reduced workload is arranged, some adjustment in compensation and/or in-load teaching or other

assignments as described in 27.§7.4.5 below, will be required. It is the responsibility of the bargaining unit member to work with the chair and ~~or~~ dean to develop an acceptable modified duties plan. Conditions and responsibilities of the modified leave status must be approved by the provost or his/her designee.

27.§7.4.4 During that portion of the semester that they are not away on disability leave, bargaining unit members on modified duties status will be expected to carry out their professional responsibilities as stipulated in the arrangements made with the chair and ~~or~~ dean and approved by the provost.

27.§7.4.5 Bargaining unit members on grant/contract appointments may apply for modified duties when the granting of the duties would not be detrimental to the fulfillment of the external grant or contract.

27.§7.4.6 If, in the opinion of a bargaining unit member and the Chapter, the bargaining unit member has been improperly denied modified duties, a grievance may be filed for the purpose of requesting a reconsideration.