

ARTICLE 27
LEAVES OF ABSENCE

27.§1 ANNUAL LEAVE

27.§1.1 Western shall provide annual leave to those bargaining-unit faculty on full-time fiscal-year appointments according to the following schedule:

Length of Service	Lump Sum Allotment (Hours) Per Fiscal Year	Maximum Accumulation	Maximum Pay-Off
0-5 years (0-60 months)	20 days (160 hours) ¹	224 hours	200 hours
6-10 years (61-120 months)	22 days (176 hours)	224 hours	200 hours
11-20 years (121-240 months)	24 days (192 hours)	224 hours	200 hours
20 or more years (241 or more months)	25 days (200 hours)	224 hours	200 hours

A fiscal-year faculty member may carry-over into the following fiscal year up to twenty-four (24) hours of Annual Leave. On July 1 of each fiscal year, the faculty member will be credited with his/her entire (based on Length of Service) fiscal year Lump Sum Allotment.^{1, 2}

27.§1.2 *Use of Annual Leave.* The following conditions will obtain relative to the faculty member's use of annual leave or Western's payment thereof to survivors.

27.§1.2.1 *Use of Leave.* Faculty who retire, who resign their employment, or who transfer from a fiscal-year to an academic-year position are expected to use all of their annual leave prior to the effective date of retirement, resignation, or transfer.

27.§1.2.2 *Pay Off.* In the event that circumstances associated with this position change or preclude such usage, faculty who retire, resign or transfer shall, at the time of such retirement, resignation, or transfer, be compensated³ for their annual leave as follows:

- Depending on when the employee retires, resigns or transfers during the fiscal year (i.e., his/her length of service during the fiscal year), the employee will be paid his/her unused accumulated Annual Leave from the prior fiscal year

¹ An employee on unpaid leave as of July 1 will – upon returning to the payroll – receive a prorated Annual Leave Lump Sum Allotment.

² New hires will receive a prorated Annual Leave Lump Sum Allotment

³ Annual leave payoff is made as a contribution by Western to a 403(b) special pay plan account established on the faculty member's behalf, to the extent allowable by plan provisions. Contributions in excess of the 403(b) plan limit, if any, will be made by Western to a 415(m) plan account.

which is carried forward to July 1, and a pro-rated amount of his/her unused Annual Leave hours for the current fiscal year maximum payout of 200 hours.

27.§1.2.3 Survivor. The surviving spouse, designated eligible individual or estate of any faculty member who dies shall be paid⁴ for all annual leave up to a maximum of two hundred (200) hours.

27.§1.2.4 Termination. Bargaining unit faculty terminated for any reason will be compensated⁵ for their annual leave. Bargaining unit faculty, any time after being laid off, may elect to be compensated⁴ for their annual leave.

27.§2 FAMILY AND MEDICAL LEAVE ACT ("FMLA"). FMLA language from the 2014-2017 Agreement between Western and the Chapter shall be in effect through December 31, 2017. On January 1, 2018, the following shall apply.

The provisions of 27.§2 are intended to comply with the Family and Medical Leave Act of 1993, and any terms used herein will be as defined in the Act. To the extent that these provisions are in violation of the Act, the language of the Act will prevail. The FMLA provisions do not nullify any rights granted under other sections of Article 27, Leaves of Absence, or other provisions of this *Agreement*. **Time off for an FMLA qualifying purpose will be counted as FMLA; FMLA leave runs concurrently with paid leave, including sick, annual, and parental leave.**

27.§2.1 *Eligibility*. A bargaining unit member is eligible for a FMLA leave if he/she has been employed by WMU for at least the equivalent of one academic year during the prior twelve (12) months and at least 1200 hours (150 days) during the twelve (12) month period immediately preceding the member's request for leave or the date on which the leave commences, whichever comes first.

27.§2.2 *Purpose*. An eligible bargaining unit member will be granted up to twelve (12) workweeks of unpaid FMLA leave during any twelve (12) month period for one or more of the following events:

27.§2.2.1 for the birth of a son or daughter of the member and to care for such child;

27.§2.2.2 for the placement of a child with the member for adoption or foster care;

27.§2.2.3 to care for a spouse, designated eligible individual, child, or parent of the member or a parent of the member's spouse or designated eligible individual if the former has a serious health condition; or

27.§2.2.4 because of a serious health condition of the member which renders him/her unable to perform the functions of the member's position. **The bargaining unit faculty member will be required to use his/her sick leave (Section 27.7) when absent on approved FMLA. Upon exhausting all available sick leave, the faculty member may be eligible (if he/she still has FMLA time remaining) for continued unpaid leave under FMLA.**

⁴ See fn 3.

⁵ See fn 3.

27.§2.3 *Benefits.* The taking of a FMLA leave shall not result in the loss of any employment benefit accrued prior to the date on which the leave commenced, provided, however, that nothing in this sentence shall be construed to entitle any bargaining unit member who returns from leave to the accrual of any seniority or employment benefits during the period of the leave, or to any right, benefit, or position other than that to which the member would have been entitled had the member not taken the leave.

27.§2.4 *Return to Position.* Bargaining unit members who take a FMLA leave for the intended purpose of the leave shall be entitled, on return from the leave, to be restored by the Employer to the position of employment held by the member when the leave commenced or an equivalent position with equivalent employment benefits, pay, and other terms and conditions of employment. If an equivalent position is provided, the bargaining unit member will be restored to the original position in a timely manner.

27.§2.5 *Health Benefits.* During the period of a FMLA leave, Western shall maintain coverage under any group health plan as defined by the FMLA for the duration of such leave and at the level and under the conditions of the coverage that would have been provided if the member had continued in employment for the duration of the leave. Western shall have the right to recover the premiums paid for maintaining coverage for the employee under such group health plan during the period of a FMLA leave if the member fails to return to work for reasons other than the continuation, recurrence, recovering, or onset of a serious health condition entitling the member to leave under 27.§7.2, use of sick-leave credit or other circumstances beyond the member's control. In this situation, Western may require certification of inability to return to work as specified and allowed by the FMLA.

27.§2.6 *Annual Leave.* If the requested leave is for the birth/care of a child, the placement of a child for adoption or foster care, or to care for a spouse, designated eligible individual, or child who has a serious health condition, the bargaining unit member is required to exhaust any available paid annual leave (fiscal-year faculty only) and necessity leave and paid parental leave concurrent with up to twelve (12) weeks of FMLA leave.

27.§2.7 *Birth Year.* An unpaid family leave of up to twelve (12) workweeks for the birth/care of a child or for the placement of a child for adoption or foster care may be taken at any time within the twelve- (12) month period which starts on the date of such birth or placement of adoption or foster care. However, regardless of when the leave commences, it will expire no later than the end of the twelve (12) month "birth year." For example, a bargaining unit member who requests a leave at the start of the eleventh month [of the twelve (12) month birth year counted from the date of birth or placement] is entitled to only eight (8) workweeks of unpaid leave (months 11 and 12). Upon request of the bargaining unit member and the recommendation of the department, the dean may approve an unpaid leave, as specified in Section 27.§3, to immediately follow the FMLA leave.

27.§2.8 *Spouses Employed.* Spouses, both of whom are employed by Western, are limited to a combined total of twelve (12) workweeks of unpaid leave during any twelve- (12) month period for the birth/care of their child, placement of the child for adoption or foster care, or for the care of a parent with a serious health condition. However, each bargaining unit member may use up to twelve (12) workweeks of unpaid leave during any twelve- (12) month period to care for her/his child or spouse who is suffering from a serious health condition.

27.§2.9 *Notification of Birth.* An eligible bargaining unit member who foresees that he/she will require a leave for the birth/care of a child or for the placement of a child for adoption or foster care

must notify, in writing, the department chair and dean, not less than thirty (30) calendar days in advance of the start date of the leave. If not foreseeable, the bargaining unit member must provide as much written notice as is practicable under the circumstances.

27.§2.10 Notification of Medical Treatment. An eligible bargaining unit member who foresees the need for a leave of absence due to planned medical treatment for her/his spouse, designated eligible individual, child, or parent, should notify, in writing, the appropriate department chair and dean as early as possible so that the absence can be scheduled at a time least disruptive to the University operations. Such a member must also give at least thirty (30) calendar days written notice unless impractical, in which case the bargaining unit member must provide a written notice as circumstances permit.

27.§2.11 Health Provider's Statement. If the requested leave is to care for a spouse, designated eligible individual, child, or parent who has a serious health condition, the bargaining unit member may be required to file with Western in a timely manner a health care provider's statement that the member is needed to care for the son, daughter, spouse, designated eligible individual, or parent and an estimate of the amount of time that the member is needed for such care.

27.§2.12 Alternative Assignment. Under normal circumstances, a class should be conducted from beginning to end by a single instructor. Leaves taken under this article have the potential of disrupting classes, since more than one instructor will teach the classes. In order to keep this disruption to a minimum, Western may deem it wise not to return the faculty member to the classroom for the conclusion of the semester in which a leave is taken. In these cases Western may require the faculty member to transfer temporarily to an alternative position, offered by Western, for which the member is qualified and which has equivalent pay and benefits.

27.§2.13 Intermittent Leave. A leave taken under 27.§2.2.1 or 27.§2.2.2 above shall not be taken intermittently or on a reduced leave schedule unless Western and the bargaining unit member agree otherwise. Subject to the limitations and certifications allowed by the FMLA, a leave taken may be taken intermittently or on a reduced leave schedule when medically necessary, provided, however, that where such leave is foreseeable based upon planned medical treatment, Western may require the member to transfer temporarily to an available alternative position offered by Western for which the member is qualified and that has equivalent pay and benefits and better accommodates recurring periods of leave than the member's regular position.

27.§2.14 Inform Western. A bargaining unit member on an approved FMLA leave should keep the department chair informed regarding her/his status and intent to return to work upon conclusion of the leave.

27.§2.15 Opinion Verification. In any case in which Western has reason to doubt the validity of the health care provider's statement or certification for leaves taken under 27.§2.2.4, Western may, at its expense, require a second opinion. If the second opinion differs from the first, a third opinion from a health provider mutually acceptable to Western and the Chapter will be provided at Western's expense. The opinion of the third health provider will be final.

27.§3 LEAVE OF ABSENCE WITHOUT PAY. When unpaid leaves are granted, Western shall notify the faculty member, in writing, of all conditions of the unpaid leave. An unpaid leave of at least one year shall not be counted as a year in a probationary faculty member's probationary period and shall not be counted as a year in rank for promotion if approved with these provisions by Western. It shall be counted as a year of service as defined in provisions of this *Agreement* related to layoff and retirement. The faculty member shall receive no compensation from Western during the unpaid leave, but may maintain his/her

health and life insurance as defined in this *Agreement* at his/her own expense. In addition, a faculty member on an approved unpaid professional leave of absence may maintain his/her long term disability insurance at his/her own expense for a period not to exceed 12 months. Faculty members on leave of absence without pay will not accumulate sick-leave credit during such leave. If a request for leave is rejected, Western will notify the faculty member, in writing, of the reasons for rejection.

27.§3.1 *Personal Leave.* A faculty member granted an unpaid leave for personal reasons shall not be entitled to a salary increment during the leave period.

27.§3.2 *Professional Leave.* A faculty member granted an unpaid leave for the purposes of research, advanced study, or other professional development activities shall, upon return to duty, be entitled to the same salary increment that would have been awarded if he/she had been on regular duty during the period of the leave. Such leave time may, upon department recommendation and the mutual agreement of Western and the faculty member, be counted toward length of service in rank under the qualifying criteria for promotion and/or (where applicable) toward the completion of his/her probationary period, in either instance said time not to exceed one (1) year.

27.§3.3 *Employee Status.* A faculty member on approved leave shall continue to be deemed an employee of Western. A faculty member who fails to return to his/her employment at the expiration of a leave shall be deemed to have voluntarily resigned his/her position unless unable to return by reason of injury or illness.

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. 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 no longer required.

27.§5 FUNERAL LEAVE. Western shall grant bargaining unit members up to, but not to exceed, five (5) consecutive University business days of funeral leave with pay to make arrangements for, and to attend, the funeral of a member of his/her immediate family. The immediate family is defined by University policy to include current spouse, designated eligible individual and the faculty member's and his/her current spouse's or designated eligible individual's children, parents (including stepmothers and stepfathers), grandparents, grandchildren, siblings (including stepsisters and stepbrothers). Request for funeral leave shall be made to the appropriate administrator. If funeral attendance requires extensive travel or involves unusual circumstances, the faculty member may request additional unpaid leave from the department chair.

27.§6 MILITARY LEAVE.

27.§6.1 *Military Service.* The reinstatement of rights of any regular faculty member who enters the military service of the United States by reason of an act or law enacted by the Congress of the United States, or who may voluntarily enlist during the effective period of such law, shall be determined in accordance with the provisions of the law granting such rights.

27.§6.2 *Annual Military Duty.* A faculty member who is ordered to active duty during an academic period in which he/she is scheduled to work, upon his/her written request, shall be granted a military leave of absence, normally not to exceed fifteen (15) business days in any fiscal year (July 1 through June 30), to engage in a temporary tour of duty with the National Guard or any recognized branch

of the United States Military Service. Such leave shall be credited as continuous service with the University. The faculty member shall be paid the difference between his/her regular rate of pay and the amount received for military duty.

27.§7 SICK LEAVE.

27.§7.1 *Sick-leave Credit.* Paid sick leave will be credited to the following categories of faculty as hereinafter specified:

27.§7.1.1 All full-time, fiscal-year faculty members will be credited with available sick-leave benefits on the basis of .05 hours for each hour paid. Crediting of available sick-leave benefits will be at least four (4) or more hours per pay period. Crediting of available sick-leave benefits will not exceed an accumulation in excess of one hundred four (104) hours per year up to a maximum of two hundred sixty (260) days, provided that the accumulation for any year shall not exceed thirteen (13) days nor shall the total accumulation of unused sick leave exceed two hundred sixty (260) days.

27.§7.1.2 Full-time Academic-Year Faculty. Sick leave for full-time academic-year faculty shall be credited on the basis of five (5) days per semester (fall and spring) and two and one-half (2½) days per session (summer I and summer II). Credit for sick leave will be granted at the start of each semester or session. Sick leave will be permitted to accumulate to a maximum of thirteen (13) days per fiscal year but not to exceed a total of two hundred (200) days.

27.§7.1.3 Proportional Appointment. All regular Board-appointed faculty with a proportional appointment shall be credited with sick-leave benefits in proportion to the time worked relative to full-time teaching load.

27.§7.1.4 Accumulation of Credits While Absent due to Illness. Bargaining unit faculty members entitled to the accumulation of sick-leave credits under this article will continue to accrue one-half (½) day thereof per pay period as long as they are on the active payroll even though they are absent from duty because of illness or injury.

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, designated eligible individual and the employee's or current spouse's, designated eligible individual's children, mother, or father. Sick-leave usage can, at no time, exceed an individual's accumulated balance.

27.§7.2.7 Instead of paid parental leave (the faculty member may exercise his/her rights under 27§7.2.7 or 27§8 but not both), bargaining unit faculty shall be permitted to use sick leave for up to thirty (30) days in a rolling year (all qualifying time will be counted as FMLA if for an FMLA qualifying purpose): (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 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 after receiving timely notification by the affected faculty member.

27.§7.3 *Pregnancy and Childbirth Leave.* Western shall treat absences due to illness or disability associated with pregnancy or childbirth 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.* Bargaining unit faculty members who use paid parental leave (Section 27.8) are not eligible for a 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 be granted a semester of 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 dean to develop an acceptable modified duties plan. The provost or his/her designee must approve conditions and responsibilities of the modified leave status.

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 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.

27.§8 PARENTAL LEAVE. Effective January 1, 2018, Western shall provide paid parental leave to eligible full-time bargaining unit faculty members. A faculty member becomes eligible twelve months (1 year) after the date of his/her initial appointment.

27.§8.1 Paid parental leave shall be granted upon the request of a bargaining unit faculty member who has primary responsibility for the care of an infant for the period immediately following the birth of a child or adoption of a child under age five (provided the child is not attending daycare, preschool or school 5 or more hours per day on week days). Paid parental leave may be used during any period of the year in which the faculty member is scheduled to work his or her regularly-scheduled workload (i.e., summer sessions for academic year faculty not on an alternate-academic year schedule are excluded).

27.§8.2 An eligible bargaining unit faculty member may be granted up to six (6) weeks of paid parental leave. In situations where both parents are eligible bargaining unit faculty members, a combined six (6) weeks of paid parental leave may be granted.

27.§8.3 Sick leave and annual leave are not used to extend paid parental leave. Paid parental leave is used in lieu of sick or annual leave.

27.§8.4 When foreseeable, a bargaining unit faculty member shall provide his/her Department Chair with at least a 60-day written notice of the intent to use paid parental leave. If not foreseeable, the bargaining unit faculty member must provide as much written as is practical under the circumstances. Requests to use paid parental leave should be accompanied by proof of adoption or pregnancy/birth (proof may be requested/required by Western), including the projected adoption/delivery date. Faculty are encouraged to consult their Chair when requesting/scheduling paid parental leave so that disruption to the department and students can be minimized.

27.§8.5 Pay and benefits remain the same while on paid parental leave. Use of paid parental leave may affect the tenure clock (*See*, Section 17.2.4.2).

27.§8.6 Paid parental leave cannot be used intermittently or for ongoing child care.

27.§9 NECESSITY LEAVE. In case of a personal necessity, a faculty member shall, with the approval of the department chair, receive a short-term leave with full compensation of up to five (5) business days, excluding Saturdays, Sundays, and University-recognized holidays. This leave is available on an annual basis and is noncumulative.

27.§10 LEAVE OF ABSENCE FOR POLITICAL OFFICE. In the event a faculty member decides to become a candidate for public office, it is professional courtesy that the faculty member informs the department chair or director of this intention. In the case of a candidacy for any office, the faculty member shall either continue to perform all duties, or take a leave of absence without pay. The faculty member shall inform the department chair or director and appropriate department committee in the event of his/her election to a full-time public office, and the faculty member shall request a leave of absence without pay. No such leave of absence shall be extended beyond two (2) years. In the case of a part-time office, such as membership on city councils, school boards, boards of supervisors, etc., a leave of absence may not be required.