Article 28
Vacation and Sick Leave

28.1 Vacation Eligibility and Accrual Rates. Bargaining Unit Faculty Members with fiscal year appointments earn vacation as follows:

Members with less than 25 years of service earn 14.67 hours of vacation per pay period, for a total of 22 days per year.

Members with 25 or more years of service earn 16.67 hours of vacation per pay period, for a total of 25 days per year.

Each August 31, all vacation balances in excess of 352 hours will be reduced to 352 hours.

28.2 Vacation Authorization and Records. Fiscal year Bargaining Unit Faculty Members must request vacation hours consistent with Section 7.4 from their Department Chairs and record all vacation hours used in a given month through completed Leave Reports in Wings Express. The Department Chair, or other immediate supervisor where appropriate, shall approve all such requests for vacation hours that do not directly conflict with a Member’s assigned duties.

28.3 Payment for Unused Vacation.

28.3.1 When a fiscal year Bargaining Unit Faculty Member terminates employment with the University, the unused balance of the Member’s vacation will be paid in cash, according to the following calculation:

Fiscal year salary ÷ 11 months = monthly salary

Monthly salary ÷ 21.667 days = daily pay

Daily pay ÷ 8 hours = hourly pay.

28.3.2 The maximum vacation payoff for a fiscal year Bargaining Unit Faculty Member is 44 days or 352 hours.

28.3.3 A fiscal year Bargaining Unit Faculty Member who changes to an academic year appointment will be paid for accrued but unused vacation hours up to the maximum payoff, effective with the change to the academic year appointment.

28.3.4 When the University closes for the four work days between the paid holidays of Christmas and New Year’s Day, Members with a fiscal appointment will receive two days of paid winter leave and will either work or use vacation hours for the other two days. The University recognizes that Members may elect to work off campus during this period.

28.4 Sick Leave Accrual Rates. Bargaining Unit Faculty Members with fiscal appointments earn 10 hours (1.25 days) of sick leave per month. Academic year Members earn 45 hours (5.625 hours).
days) of sick leave for each of the Fall and Spring Semesters and an additional 30 hours (3.75
3 days) of sick leave when they teach full time (12 credit hours) during the Summer. For teaching
less than 12 credit hours in the summer, sick leave is pro-rated (3 credit hours = 7.5 hours of sick
leave; 4 credit hours = 10 hours of sick leave; 6 credit hours = 15 hours; etc.). Sick leave
accumulates with no limit to the number of hours of sick leave which may be accrued by a
Bargaining Unit Faculty Member. When on leave without pay pursuant to Section 30.7,
Members do not accrue sick leave.

28.5 Legitimate Uses of Sick Leave. Sick leave is the authorized absence of a Bargaining Unit
Faculty Member with pay because of personal illness, pregnancy, injury, exposure to contagious
disease which could be communicated to other employees or students; because of illness or
injury of a member of the employee’s immediate family that requires the attendance of the
employee; because of a death in the employee’s immediate family; or because of medical,
psychological, dental or optical examination of the employee or a member of the employee’s
immediate family that requires the attendance of the employee. Paid sick leave usage for the
death of a member of the employee’s immediate family is limited to five working days.

28.5.1 For purposes of authorizing sick leave, the University normally defines a Bargaining Unit
Faculty Member’s immediate family to include spouse, child, grandparent, father, father-in-law,
mother, mother-in-law, sister, sister-in-law, brother, brother-in-law, grandchild, legal ward, legal
guardian or person who stands in place of the parent, and domestic partner registered through the
Wright State University Department of Human Resources.

28.6 Sick Leave Authorization and Use. Sick leave may be used during any period of time in
which the Bargaining Unit Faculty Member is under contract to perform services for the
University. During the summer a Bargaining Unit Faculty Member is required to use sick leave
only during the terms when he or she is accruing sick leave pursuant to Section 28.4. Bargaining
Unit Faculty Members shall report all uses of sick leave. While the Member’s department chair
dean must be notified of the Member’s sick leave, such notification need not reveal the
specific nature of the illness. When using sick leave days, the Member shall promptly notify his
or her Department Chair and, whenever possible, advise of the estimated duration of absence.

28.7 Use of sick leave. Bargaining Unit Faculty Members and their Department Chairs and
Deans will cooperate, as much as possible, to minimize disruptions of classes due to a Member’s
need for sick leave.

28.7.1 When a Member has reason to believe that she or he will need to miss classes due to
illness, the Member will promptly notify his or her Department Chair.

28.7.2 When a Member must miss a class because of illness, he or she will make a good faith
effort to (a) arrange for a colleague to teach the class or (b) provide an alternative learning
experience for the students.

28.7.2.1. For an illness lasting up to four consecutive days:
28.7.2.1.1. If a BUFM misses one or more classes or labs on a single day due to illness but
arranges for other faculty members to teach the classes and conduct the labs, then the BUFM
need not declare sick leave for that single day. The replacement faculty must actually teach the
classes and conduct the labs, and not merely meet and dismiss the students.
28.7.2.1.2. If a BUFM misses office hours on a single day due to illness but makes arrangements
to make up any scheduled students meeting, then the BUFM need not declare sick leave for that
single day. The BUFM must make a good faith effort to inform students and the department
office that they will be unable to attend the scheduled office hours.
28.7.2.1.3. Otherwise, if a BUFM misses one or more classes, labs or office hours on a single
day due to illness, then the BUFM must declare one day of sick leave for that single day.

28.7.3. If a University arranges for a BUFM to teach the class(es) when another Faculty takes
sick leave, then the Bargaining Unit Faculty Member that teaches the class(es) (or lab(es) on that
day will be paid. The pay rate will be the customary overload rate for the replacement
Bargaining Unit Faculty Member’s college, and the pay will be pro-rated. For example, when
teaching one 55-minute meeting for a section scheduled for three 55 minute meetings per week
during a fourteen week Fall or Spring Semester (i.e., teaching one class out of the 42 class
meetings in the semester), the replacement Bargaining unit faculty member would receive 1/42\text{nd}
of the overload pay that would be earned for teaching the class over the full term.

28.7.4. Members will make a good faith effort to schedule elective and non-emergency medical
treatments so as to minimize disruption to their teaching assignments. When possible, they will
schedule such events outside the academic year, during breaks, or at times so that the treatment
and recovery period are confined to a single semester.

28.7.5. When a Member must miss a substantial portion of classes in a semester, the University
and the AAUP-WSU recognize that the University may need to hire another Member or an
adjunct faculty member to take over that Member’s teaching. Both the Department Chair and the
Member will make good faith efforts to minimize the amount of time the replacement faculty
member is needed.

28.7.6. As early as possible, Members will notify their Department Chairs about their anticipated
date of return from sick leave.

28.7.7. When a Member returns from sick leave during a semester when his or her classes have
been assigned to another faculty member, the University will either (a) reassign the classes to the
returning Member or (b) assign an alternative work assignment to the Member. Any such
alternative work assignment shall be reasonably related to faculty duties, shall require an amount
of effort that is comparable to the teaching assignments it replaces, and shall be given to the
Member in writing.

28.7.8. Utilizing distance education, alternative scheduling, or other reasonable means, the
University and individual Members will make a joint good faith effort, when possible, to make
adjustments to that person’s workload in order to avoid his or her moving to unpaid status due to
insufficient sick leave accrual. The University has no obligation to enter into arrangements that
may compromise instructional quality or impede curricular needs and no obligation to continue
arrangements for more than one year.
28.9 Transfer of Accrued Sick Leave. When an individual enters the Bargaining Unit with prior service with another Ohio state agency, accrued sick leave officially certified by such agency will be accepted at Wright State, provided that the time between separation from such agency and entry into the Bargaining Unit does not exceed ten years.

28.9.1 Sick Leave Bank. Any Bargaining Unit Faculty Member with over 80 hours of sick leave can make a contribution to a Sick Leave Bank. This Bank will be used to help bargaining unit members who have exhausted their sick leave. Human Resources will document any transfers to and from the Sick Leave Bank.

28.9 Payment for Accrued Sick Leave.

28.9.1 Upon retirement after ten (10) years of state service in Ohio and in accordance with criteria established by the State Teachers Retirement System (STRS) or death after ten (10) years of state service in Ohio, the Bargaining Unit Faculty Member or his or her estate will receive cash payment for one-fourth of the value of all unused accrued sick leave, up to a maximum of 60 days (480 hours), based on the rate of compensation for that Member at the time of separation from the University. The formula to be used in the calculation of sick leave pay-out for fiscal year Bargaining Unit Faculty Members is the same as used for vacation pay-out as specified in Section 28.3.1. The formula to be used in the calculation of sick leave pay out for Bargaining Unit Faculty Members with academic year appointments is:

- Academic year salary ÷ 9 months = monthly salary
- Monthly salary ÷ 21.667 days = daily pay
- Daily pay ÷ 8 hours = hourly pay

28.9.2 A retirement cash settlement for sick leave shall be made only once to any Bargaining Unit Faculty Member. A Member who returns to state service after retirement may accrue and use sick leave, but will not receive a cash settlement for unused sick leave at the time of any subsequent retirement.