Article 30
Leaves

30.1 General: In addition to Professional Development Leaves pursuant to Article 29 and Sick Leave pursuant to Article 28 of this Agreement, a Bargaining Unit Faculty Member may be granted Family and Medical Leave (FMLA), child care leave, disability leave, court leave, military leave, or leave without pay in accordance with provisions in Article 30. A Bargaining Unit Faculty Member’s application for any such leaves shall be submitted within scheduled deadlines established by this Agreement, if such deadlines exist. If deadlines do not exist, an application may be filed at any time. Applications for leave shall be supported by all appropriate documentation, except as specified by the FMLA.

30.2 Family and Medical Leave. Eligible Bargaining Unit Faculty Members shall be granted a leave of absence of up to twelve (12) work weeks, pursuant to the terms and conditions of the Family and Medical Leave Act of 1993 (FMLA), for one or more of the following reasons: (1) because of the birth of a son or daughter of the Member and in order to care for such son or daughter; (2) because of the placement of a son or daughter with the Member for adoption or foster care; (3) in order to care for the spouse, son, daughter, parent or legal guardian or person who stands in place of the parent, parent-in-law, grandparent, brother, brother-in-law, sister, sister-in-law, or registered domestic partner of the Member, if such family member has a serious health condition; or (4) because of a serious health condition that makes the Bargaining Unit Faculty Member unable to perform the functions of that Member’s position.

30.2.1 A Bargaining Unit Faculty Member shall provide notice sufficient to make the University aware that the Member needs FMLA-qualifying leave; and the anticipated timing and duration of the leave. Where the need for leave is foreseeable, the Member must provide 30 days advance notice. If 30 days advance notice is not possible, notice must be given as soon as practicable. The “twelve-month period” in which the twelve weeks of FMLA leave entitlement occurs will be based on the calendar year.

30.2.2 Family and Medical Leave may be used on a continuous basis, an intermittent basis, or as a reduced work schedule. Approval of a request for Family and Medical Leave is made by the Department of Human Resources following a submission of a Family and Medical Leave request form through the Bargaining Unit Faculty Member’s Department Chair.

30.2.3 Family and Medical Leave is unpaid.

30.2.4 During the period of an unpaid Family and Medical Leave, a Bargaining Unit Faculty Member who has medical and dental coverages is eligible to continue these coverages provided the Bargaining Unit Faculty Member continues to pay the employee medical and dental contribution. The Bargaining Unit Faculty Member is eligible to continue other employee benefits such as term life insurance and long term disability coverage, provided the Bargaining Unit Faculty Member pays to the University the premium for such coverages. During the period of an unpaid Family and Medical Leave, the Bargaining Unit Faculty Member will not accrue sick leave or vacation hours or receive holiday pay.

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Deleted: unless the Bargaining Unit Faculty Member has accrued sick leave and/or vacation hours which he or she is eligible to use for the purpose of the leave. Such sick leave and/or vacation hours must be used on a continuous basis at the beginning of a Family and Medical Leave.
30.2.5 A Bargaining Unit Faculty Member’s rights under the FMLA, including the right to reinstatement, end when the portion of the Member’s leave covered by the FMLA expires. Unless specified otherwise in writing, the employee’s FMLA leave expires after a maximum of twelve (12) weeks of leave, starting with the first day of the qualifying absence.

30.2.6 If a Bargaining Unit Faculty Member has sufficient sick days to fully cover an extended leave, then the BUFM cannot file for the FMLA. In other words, Sick Leave and FMLA will not run concurrently.

30.3 Child Care Leave. Child care leave may be granted to the following individuals for the periods of time specified, to begin once available FMLA leave is exhausted. Insurance benefits shall be maintained for the duration of the child care leave provided the Bargaining Unit Faculty Member continues to pay the employee medical and dental contribution and provided the Bargaining Unit Faculty Member continues to pay to the University the premiums for life insurance and long term disability coverages.

30.3.1 Biological Mother: Once a Bargaining Unit Faculty Member is certified by her physician or attending medical personnel to be medically capable of resuming her normal duties after giving birth, she will be entitled to leave without pay for the remainder of the current academic semester (including summer semester) and the following academic semester (including summer semester) for the purpose of child care.

30.3.2 Biological Father: A male Bargaining Unit Faculty Member, upon birth of his child, is entitled to leave without pay for the remainder of the current academic semester (including summer semester) and the following academic semester (including summer semester) for the purpose of child care.

30.3.3 Adoptive and Foster Parents: A Bargaining Unit Faculty Member is entitled, upon the adoption of a child or arrival of a foster child, to leave without pay for the remainder of the current academic semester (including summer semester) and the following academic semester (including summer semester) for the purpose of child care.

30.4 Short Term Disability Leave. A disability leave is defined as an unpaid leave granted or required by the University for medical reasons after the Bargaining Unit Faculty Member has exhausted all accrued sick leave and FMLA leave. The Bargaining Unit Faculty Member may also exhaust all vacation leave before going on unpaid disability leave, if the Bargaining Unit Faculty Member so desires. A maternity leave is a disability leave and is subject to the same rules that govern all other disability leaves. A Bargaining Unit Faculty Member whose absence due to illness or injury exceeds his or her accrued sick leave may be granted disability leave for up to six (6) months and may be extended by increments of up to six months to a total of one (1) year. During a period of disability leave, the University will not pay salary or wages or contribute toward retirement benefits or provide for the accumulation of sick leave or vacation leave. A Bargaining Unit Faculty Member on unpaid disability leave may continue medical and dental coverages and/or flexible spending accounts by making employee contributions to the University. In addition, the Member may continue term life insurance and long-term disability coverages by paying to the University the premium for these coverages.
30.5 Court Leave. Bargaining Unit Faculty Members will be granted court leave with pay if summoned for jury duty by any court of competent jurisdiction or if subpoenaed to appear before any court, commission, board, or other legally constituted body authorized by law to compel the attendance of witnesses, where the Bargaining Unit Faculty Member is not a party to the action. Any compensation or reimbursement for jury duty or for court attendance compelled by subpoena, when such duty is performed during the Member’s normal working hours, shall be remitted to the University Bursar’s office if it exceeds the cost of parking and mileage for this duty.

30.6 Military Leave. The University agrees to comply with applicable federal and state laws regarding military leave.

30.7 Leave Without Pay. Leave without pay may be granted for personal or educational reasons when the Bargaining Unit Faculty Member and the University agree that the leave will enhance the Member’s value to the University, and when the University can make temporary arrangements to cover the assignments ordinarily performed by that Member.

30.7.1 Personal leave without pay may be granted for a maximum duration of six (6) months and may not be renewed or extended.

30.7.2 Educational leave without pay may be granted for a period of up to one year for purposes of education or visiting professorship and may be extended by increment(s) of up to one year for a total period not exceeding two (2) years. During a leave without pay the University will not pay salary or wages or contribute to insurance or retirement benefits or provide for the accumulation of sick leave or vacation leave. However, Bargaining Unit Faculty Members on a leave without pay may continue insurance and flexible spending account coverages by paying the University the premiums for these coverages. Application for a leave without pay shall be made as soon as reasonably possible.

30.8 Partial Unpaid Leave. The University may grant a Partial Unpaid Leave to a tenured Bargaining Unit Faculty Member for personal or professional reasons. The University is under no obligation to offer a Partial Unpaid Leave to Member, however, and no Bargaining Unit Faculty Member is obligated to accept such a leave if offered.

30.8.1 Partial Unpaid Leaves may be granted for a maximum duration of two (2) years and may be extended by increments of up to two years for a total period not exceeding six (6) years. The dates for the Leave must be set forth in a written agreement signed by the Member and her or his dean. A copy of the agreement will be sent to the AAUP-WSU and to the Provost.

30.8.2 While on a Partial Unpaid Leave, the Member will assume a work assignment that is half of a normal work assignment for a Bargaining Unit Faculty Member in the Member’s rank, department and discipline. This work assignment includes teaching, scholarship, and service, each of which will be equivalent to 50 percent of a normal assignment for that Member.

30.8.3 The Member on a Partial Unpaid Leave will earn a salary equal to 50% of the Member’s current base salary.
30.8.4 All benefits provided by the University shall remain current and in full force throughout the Partial Unpaid Leave and will continue to be based on the Member’s current base salary.

30.8.5 Criteria for annual evaluation that are expressed quantitatively shall be pro-rated, usually by requiring half the quantity or allowing twice the time, or some combination of these methods. The department chair’s evaluation should include a description of the method(s) of prorating that were used.

30.8.6 Criteria for promotion to the next rank that specify a certain rate of performance in a specified number of years will be pro-rated.

30.8.7 Service requirements for Professional Development Leaves will be pro-rated such that each semester on Partial Unpaid Leave shall count for one quarter (25%) of an academic year of service. Members are not eligible to apply for or take Professional Development Leave while on Partial Unpaid Leave.

30.8.8 Members with academic year appointments shall be eligible for summer teaching pursuant to Section 7.8.1, except they will be assured an opportunity to teach only one course of at least three semester hours each summer.