Article 28
Vacation and Sick Leave
(University, January 19, 2018)

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 payout for a fiscal year Bargaining Unit Faculty Member is 44 days or 352 hours, which is the amount that for faculty not represented by collective bargaining.

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 payout, within thirty days of the effective date of the change to the academic year appointment.

28.3.4 When the University closes for the four work business 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. Winter leave...
on the same basis as that of faculty not represented by collective bargaining. 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 days) of sick leave for each of the Fall and Spring Semesters and an additional 30 hours (3.75 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, and 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 and shall supply to Human Resources any reasonable documentation which may be required by the University, including verification from a licensed health care provider. The University has the right to require a second opinion to confirm the need for sick leave. If the University requires a second opinion, it will be at the expense of the University. While the Member’s department chair and 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. Bargaining Unit Faculty Members must record all sick leave hours used in a given month through completed Leave Reports in Wings Express.

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. As soon as possible, the Member will submit to the Chair a brief written description of arrangements made for all missed classes.

28.7.3 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.

28.7.4 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.

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

28.7.6 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.

28.7.7 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.

28.8 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. Transfers of accrued sick leave must be performed at the time of hire and entry into the Bargaining Unit.

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 30 days (240 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:

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\begin{align*}
\text{Academic year salary} \div 9 \text{ months} &= \text{monthly salary} \\
\text{Monthly salary} \div 21.667 \text{ days} &= \text{daily pay} \\
\text{Daily pay} \div 8 \text{ hours} &= \text{hourly pay}
\end{align*}
\]

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.