ARTICLE 17
SICK LEAVE

17.1 Bargaining Unit members will accumulate sick leave at the rate of fifteen (15) days per year pro-rated on a monthly basis while in active pay status up to a maximum of three-hundred (300) days.

17.2 The University shall maintain a Sick Leave Bank for the use of Bargaining Unit members who have exhausted their accumulated sick leave days. The Sick Leave Bank will maintain 300 days for use by Bargaining Unit members. In order to draw upon the Bank, a Bargaining Unit member must make a written request to the Academic Unit Head who will forward the request to the University Contract Administrator for implementation. Requests beyond 150 days, for a single illness or injury, must be approved by the University Contract Administrator and the AAUP.

17.3 Accumulated sick leave may be used by a member of the Bargaining Unit whenever he or she is unable to attend to his or her duties because of personal illness, injury, exposure to contagious disease which could be communicated to others, or because of illness, injury, or death in his or her immediate family, or his or her domestic partner and/or children thereof, registered according to the appropriate process and in a timely manner through the Human Resources Department.

17.4 When using full or partial sick leave days, the member shall immediately notify his or her Academic Unit Head and advise of the estimated duration of absence.

17.5 All use of full or partial sick leave days must be reported to the Academic Unit Head on the appropriate University form. Each Bargaining Unit member may annually review the number of sick days used and the number still available for use.

17.6 Disability or illness caused or contributed to by pregnancy, miscarriage, abortion, childbirth or recovery therefrom shall be treated as any other illness or disability. Accumulated sick leave days may also be used for normal childbirth. Just prior to initiation of use of sick leave for childbirth and recovery, the Bargaining Unit member shall provide to the Academic Unit Head in writing from her physician the expected date of delivery. If the use of accrued sick leave days for childbirth exceeds ten (10) calendar weeks, the
Academic Unit Head may request that the Bargaining Unit member provide a note from her attending physician specifying the probable date of return.

17.7 Sick leave may be used during any period of time in which the Bargaining Unit member is under contract to perform services for the University. No action shall be taken by the University to release a Bargaining Unit member because of illness or disability while on sick leave with pay.

17.8 Persons using accumulated sick leave shall receive their regular compensation during the period of leave, as well as any salary increases, promotion, award of tenure, or any other rights which they would have received individually or as a member of the Bargaining Unit had they not been using accumulated sick leave days.

17.9 Extended Sick Leave

17.9.1 If an absence is to exceed fourteen (14) days, the Bargaining Unit member must notify his or her head of the probable duration of the absence. The Academic Unit Head shall forward this information to the Dean or the appropriate administrator and the Provost for implementation of an extended sick leave.

17.9.2 During any extended sick leave the University may from time to time require a statement from the Bargaining Unit member's physician as to his or her continued disability or illness and the date of probable return.

17.9.3 Bargaining Unit members on extended sick leave are advised to seek the counsel of the Benefits Office as to those particular benefits associated with each retirement system.

17.9.4 Bargaining Unit members covered by the STRS/OPERS systems or City Retirement must use the benefits available to them under those systems.

17.9.5 For those Bargaining Unit members not covered by state systems, the following provision applies:
A Bargaining Unit member enrolled in the long term disability insurance plan, as described in Article 16, and who is unable to perform his or her assignments following the initiation of a continuing illness or injury, is eligible to apply for benefits under the terms of the long-term disability insurance plan. Long-term disability need not go into effect until accumulated sick leave days have been exhausted.

17.9.6 A person on extended sick leave for a continuous period of at least 10 weeks may request an extension of the seven-year probationary period of up to one year, provided that all time off the tenure clock totals no more than two years during the probationary period. The request must be approved by the Academic Unit Head, Dean, and Provost. Granting of an extension of the probationary period because of extended sick leave to the individual will act automatically to extend the term of the current appointment for a period of time equal to the period of the leave.

17.10 Medical Leave Without Pay

17.10.1 Subsequent to the exhaustion of accumulated sick days, the Bargaining Unit member not covered by STRS, OPERS or City Retirement may apply for up to one year medical leave without pay. During this one-year period, he or she will retain all University-provided benefits except for vacation and sick leave accrual and retirement contributions based on salary. The Bargaining Unit member may elect to use any accrued vacation prior to going on medical leave without pay.

17.10.2 One-year medical leaves without pay are renewable twice. During the renewals, a Bargaining Unit member may participate in the same fringe benefits as in the first year of medical leave without pay by payment of the full costs thereof. Arrangements for payment must be made through the Benefits Division.

17.10.3 A Bargaining Unit member on medical leave without pay shall be entitled to return to active status should the disability or illness end, on the following terms:
17.10.3.1 A Bargaining Unit member with tenure at the time of disability will be recalled with tenure upon recovery; or

17.10.3.2 A Bargaining Unit member without tenure will be recalled to complete the term of his or her contract and prior University service shall count as part of the probationary period.

17.10.4 No action may be taken by the University to release a Bargaining Unit member because of sickness or disability while the Bargaining Unit member is on medical leave without pay.

17.10.5 Bargaining Unit members eligible for reinstatement following medical leave without pay shall upon their return receive the benefit of any salary increase or change in benefits implemented during the time of their medical leave without pay.

17.10.6 Following the completion of the final year of medical leave without pay, the University may, at its discretion, choose to release a Bargaining Unit member.

17.11 Initiation or Continuation of Extended Sick Leave/Medical Leave. Normally, the decision about whether a Bargaining Unit member should take or continue on sick leave or medical leave without pay or return to active faculty status will be made by the Bargaining Unit member following consultation with his or her attending physician. If, however, there is a disagreement between the University and a Bargaining Unit member in such matters, the following procedure shall apply:

17.11.1 The Bargaining Unit member and the University shall each designate a medical doctor specializing in treatment of the Bargaining Unit member's alleged illness or disability.

17.11.2 The two medical doctors shall confer and choose by agreement a third medical doctor. These three doctors shall be given the right to examine the Bargaining Unit member and review his or her medical records.
17.11.3 After such examination, the three medical doctors shall confer and decide by majority vote among them whether the Bargaining Unit member is so disabled as to be unable to adequately perform under the terms of his or her contract with the University. The decision of the doctors shall be binding upon the University and the Bargaining Unit member.

17.11.4 The University shall bear all costs associated with examinations and opinions rendered under this procedure.

17.12 Continuation of Benefits. A Bargaining Unit member who is approved for long-term disability benefits, may continue to participate in University medical and dental benefits, after release from the University, by payment of the costs thereof, unless these benefits are provided through STRS, OPERS, City Retirement, or a government agency.

17.13 Payment for Accrued Sick Leave at Retirement

17.13.1 At the time of retirement from active service, Bargaining Unit members who are members of a retirement system and who meet the age and service or disability requirements to be eligible for retirement under the applicable system, and have applied for and will begin drawing a pension benefit from the applicable retirement plan, and with ten or more years’ service with the University, the State, or any of its political subdivisions, may elect to be paid in cash for one-fourth of the value of unused, accrued sick leave credit, up to a maximum of thirty (30) days.

17.13.2 Those Bargaining Unit members employed prior to July 1, 1977, meeting the age and service or disability requirements specified above, with twenty-five or more continuous years of full-time service with the University immediately preceding retirement, at the time of retirement from active service, may elect to be paid in cash for one-half of the value of unused accrued sick leave credit up to a maximum of sixty days. Any Bargaining Unit member who meets the age and service requirements above, with three hundred (300) or more
days accrued as of December 31, 1989, shall automatically access this benefit upon retirement.

17.13.3 Payment will be based upon the individual's rate of pay at the time of retirement. For purposes of calculating the payment for accrued sick leave at retirement, Two-Semester Faculty Members shall be considered as earning their annual base salaries over a period of one hundred and sixty (160) days. The payment for sick leave under the policy outlined in Subsection 17.13 eliminates all sick leave credit accrued by a Bargaining Unit member at the time of retirement. In the case of a person who is re-employed after retirement, any accumulated sick leave from previous employment would be eliminated by the operation of Subsection 17.13.