ARTICLE 17
SICK LEAVE

17.1 Faculty Members will accumulate sick leave at the rate of fifteen (15) days per calendar 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 Faculty Members who have exhausted their accumulated sick leave days. The Sick Leave Bank will maintain 300 days for use by Faculty Members. Time from the Sick Leave Bank will not be granted for periods with no defined or foreseeable end dates, or for requests without sufficient documentation. In order to draw upon the Bank, a Faculty Member must make a written request, including a Certification of Health Care Provider form, to the Academic Unit Head, who will forward the request to the Vice Provost for Academic Personnel for action. A Faculty Member may use no more than a total of one-hundred fifty (150) Sick Leave Bank days in any eighteen (18) month period and/or for the same or related illness, unless approved by the Vice Provost for Academic Personnel and the AAUP. Sick Leave Bank time will be concurrently designated as FMLA time if appropriate and applicable.

17.3 Accumulated sick leave may be used by a Faculty Member 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. Paid sick time will be concurrently designated as FMLA time if appropriate and applicable.

17.3.1 Faculty members may only perform duties while absent or on an Extended Medical Leave of Absence (with or without pay) to the extent permitted by the Certification of Health Care Provider form.

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

17.5 All use of full or partial sick leave must be reported via the University's ESS electronic time off request form. The Faculty
Member’s monthly pay statement shall indicate the amount of available sick time.

17.6 Disability or illness caused or contributed to by pregnancy or childbirth and recovery therefrom (not covered by Paid Parental Leave under Article 19) and disability or illness caused by miscarriage or abortion and recovery therefrom shall be treated as any other illness or disability. Accumulated sick leave may also be used for normal childbirth during a period of medical certification when the parent is not eligible for Paid Parental Leave. Just prior to initiation of use of sick leave for childbirth and recovery under this Article, the Faculty Member shall provide the University with a Certification of Health Care Provider form citing the expected date of delivery and the final date of medical certification.

17.7 Sick leave may be used during any period of time in which the Faculty Member is under contract to perform services for the University. No action shall be taken by the University to release a Faculty Member because of illness or disability while using sick leave or while on an Extended Medical Leave of Absence 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.

17.9 Extended Medical Leave of Absence with Pay

17.9.1 If an absence is to exceed fourteen (14) calendar days, the Faculty Member must notify his or her Academic Unit Head of the probable duration of the absence within fifteen (15) calendar days of the first date 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 Medical Leave of Absence with pay.

17.9.1.1 When a Faculty Member is certified by his/her health care provider for an intermittent absence without specific dates of leave, the University may assign the Faculty Member to alternative duties related to his/her position for the duration of the
leave. Such assignment is to be made in the interests of continuity in the classroom and must not be used to discourage a Faculty Member from taking such time off. The Faculty Member’s pay and benefits will not be affected by such assignment, and upon cessation of the intermittent certification period, the Faculty Member will be restored to his or her duties as soon as is practicable.

17.9.2 During any Extended Medical Leave of Absence with Pay, the University will require a Certification of Health Care Provider form from the Faculty Member’s or Immediate Family Member’s medical provider, citing the effective date of the Leave and the final date of medical certification.

17.9.3 A Faculty Member on an Extended Medical Leave of Absence is advised to seek the counsel of his/her retirement system as to those particular benefits associated with the system.

17.9.4 Faculty 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 Faculty Members not covered by state systems, the following provision applies:

A Faculty Member enrolled in the long term disability insurance (LTD) 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, must apply for benefits under the terms of the LTD insurance plan. If determined to be eligible for LTD benefits, the plan’s minimum monthly LTD benefit is payable according to the terms of the plan until accumulated sick leave, including sick leave from the Sick Leave Bank, has been exhausted. Once accumulated sick leave is exhausted, the full LTD benefit becomes payable according to the terms of the plan.

17.9.6 A tenure-track Faculty Member on Extended Medical Leave of Absence with Pay for a continuous period of at least ten (10) weeks may request an extension of the tenure
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 an Extended Medical Leave of Absence with Pay 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. A non-tenure-track Faculty Member on Extended Medical Leave of Absence with Pay for a continuous period of at least ten (10) weeks may request an extension of his/her current appointment term for a period equal to the period of the Leave, up to one year. The request must be approved by the Academic Unit Head, Dean and Provost.

17.10 Extended Medical Leave of Absence without Pay

17.10.1 Subsequent to the exhaustion of accumulated sick leave, the Faculty Member not covered by STRS, OPERS or City Retirement may apply for up to one year of Extended Medical Leave of Absence 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 continuation of University-provided benefits is contingent upon payment by the Faculty Member of his or her portion of the costs. Arrangements for payment must be made with the Benefits Department. Faculty Member may elect to use any accrued vacation prior to going on an Extended Medical Leave of Absence without Pay.

17.10.2 One-year Extended Medical Leaves of Absence without Pay are renewable twice. During the renewals, a Faculty Member may participate in the same fringe benefits as in the first year of the Extended Medical Leave of Absence without Pay by payment of the full costs thereof. Arrangements for payment must be made through the Benefits Department.

17.10.3 A Faculty Member on an Extended Medical Leave of Absence 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 Faculty Member with tenure at the time of disability will be recalled with tenure upon recovery; or

17.10.3.2 A Faculty 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 Faculty Member because of sickness or disability while the Faculty Member is on an Extended Medical Leave of Absence without Pay.

17.10.5 A Faculty Member eligible for reinstatement following an Extended Medical Leave without Pay shall upon his or her return receive the benefit of any salary increase or change in benefits implemented during the time of his or her Extended Medical Leave of Absence without Pay.

17.10.6 Following the completion of the final year of an Extended Medical Leave of Absence without Pay, the University may, at its discretion, choose to release a Faculty Member.

17.11 Initiation or Continuation of Extended Medical Leave of Absence. Normally, the decision about whether a Faculty Member should take or continue using sick leave or Extended Medical Leave or return to active faculty status will be made by the Faculty Member following consultation with his or her medical provider. If, however, there is a disagreement between the University and a Faculty Member in such matters, the following procedure shall apply:

17.11.1 The University shall designate a medical provider specializing in treatment of the Faculty Member’s alleged illness or disability. This medical provider will be given the right to examine the Faculty Member and review his or her medical records and will subsequently issue a
decision on whether the Faculty Member is able to return to work.

17.11.2 If the Faculty Member disagrees with the University’s medical provider’s decision, he/she may opt to be evaluated by his/her own medical provider if he/she has not already done so. If the two medical providers are in agreement, the decision shall be binding upon the University and the Faculty Member. If the two medical providers are in disagreement, they shall confer and choose by agreement a third medical provider. The third medical provider shall be given the right to examine the Faculty Member and review his or her medical records, including the records and conclusions of the first two medical providers.

17.11.3 After such examination, the third medical provider shall decide whether the Faculty Member is able to adequately perform the requirements of his/her position. The decision of the third medical provider shall be binding upon the University and the Faculty Member.

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

17.12 Fitness for Duty. In limited cases, when the University has substantial reason to believe that a Faculty Member may be unfit to perform his or her job duties, it may place the Faculty Member on an administrative leave with pay and benefits pending an evaluation by a medical provider of the University’s choice. If the Faculty Member disagrees with the conclusion of the University’s medical provider, the process in Article 17.11 through 17.11.4 will be followed.

17.13 Continuation of Benefits. A Faculty Member who is approved for LTD benefits, may continue to participate in University medical and dental benefits, by electing COBRA continuation coverage, 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.
17.14 Payment for Accrued Sick Leave at Retirement

17.14.1 At the time of retirement from active service, Faculty 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’ of 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.

17.14.2 Those Faculty 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 up to a maximum of sixty (60) days.

17.14.3 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 annul base salaries over a period of one hundred and sixty (160) days. The payment for sick leave under the policy outlined in Subsection 17.14 eliminates all sick leave credit accrued by a Faculty 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 17.14.