ARTICLE 19
PERSONAL, CHILD-REARING, VACATION, PARENTAL AND MILITARY LEAVES

19.1 Personal Leave

19.1.1 Bargaining Unit members may at any time submit a written request to their Academic Unit Head for a personal leave of absence without pay for up to one year for reasons including, but not limited to, public service or family needs including the needs of a domestic partner registered according to the appropriate process and in a timely manner through the Human Resources Department. The leave may include the option of reduced responsibilities, for which the person on leave will be compensated proportionally.

19.1.2 The request shall state the reason for and precise term of the leave. Upon recommendation by the Academic Unit Head, approval of the Dean or appropriate administrator, a leave of absence without pay may be granted by the Provost. The Dean or appropriate administrator shall notify the Bargaining Unit member of the Provost's decision within fourteen (14) days of the Provost's receipt of the request. Renewal requests up to a maximum of two years may be submitted by the same procedure.

19.1.3 A Bargaining Unit member on a full-time personal leave for at least one year shall have the option of signing a waiver which would provide that the period of leave will not be considered in counting the years toward tenure. Such a waiver signed by the individual will act automatically to extend the term of the current appointment for a period of time equal to the period of leave. A Bargaining Unit member on a full-time personal leave for less than one year or who requests reduced responsibilities may request a waiver which would provide that the reappointment or tenure be considered during the terminal year.

19.1.4 A person on personal leave shall have the right to participate in any or all benefits, salary-based and non-salary based, except retirement, for which he or she would have been eligible if not on leave. Such benefits shall be provided upon payment by the individual of the full costs
thereof. If a person on personal leave is fulfilling partial responsibilities, benefits shall be provided as if the person were not on leave. The continuation of salary-based benefits is upon payment by the individual of his or her portion of the costs. Payment arrangements must be made with the benefits division. However, retirement contributions will be based on the actual salary paid to the Bargaining Unit member.

19.2 Child-Rearing Leave

19.2.1 A Bargaining Unit member may request a Child-Rearing Leave of Absence without pay for up to one (1) year to fulfill child-rearing needs of the member's family and needs relating to the children of a domestic partner registered according to the appropriate process and in a timely manner through the Human Resources Department. This leave may include the option of reduced responsibilities, for which the person on leave would be compensated proportionally. Such leave requests shall be submitted in writing to the Academic Unit Head normally at least ninety (90) days in advance of the date the proposed leave shall begin. The request shall state the reasons for the leave, the period of absence and/or reduced responsibilities, the proportion of responsibilities to be completed, if any, and the date of return to full-time status. Upon the recommendation of the Academic Unit Head, and subject to the concurrence of the Dean or appropriate administrator, a Child-Rearing Leave may be granted by the Provost. The Dean or appropriate administrator shall notify the Bargaining Unit member of the Provost's decision within fourteen (14) days of the Provost's receipt of the request. Extensions of Child-Rearing Leave up to the maximum of two (2) years shall be handled by the same procedure.

19.2.2 A Bargaining Unit member on a full-time Child-Rearing Leave for at least one year shall have the option of signing a waiver which would provide that the period of leave will not be considered in counting the years toward tenure. Such a waiver by the individual will act automatically to extend the term of the current appointment for a period of time equal to the period of leave.
19.2.3 A person on Child-Rearing Leave shall be provided all fringe benefits, except for retirement, for the period of the leave or fourteen (14) weeks, whichever is less. For any leave beyond that time, the Bargaining Unit member shall have the right to participate in any or all benefits, salary-based and non-salary based, except retirement, for which he or she would have been eligible if not on leave. Such benefits shall be provided upon payment by the individual of the full costs thereof. If a person on Child-Rearing Leave is fulfilling partial responsibilities, benefits shall be provided as if the person were not on leave. The continuation of salary-based benefits is upon payment by the individual of his or her portion of the costs. Payment arrangements must be made with the Benefits Division. However, retirement contributions will be based on the actual salary paid to the Bargaining Unit member.

19.2.4 A tenure-track Faculty Member who is in the probationary period and who has substantial responsibility for the care of a newly born infant or a newly adopted child under the age of five may request an extension of the seven-year probationary period of up to one year for each event of birth or adoption provided that all time off the tenure clock totals no more than two years during the probationary period. Granting of an extension of the tenure probationary period under this sub-section will act automatically to extend the term of the Faculty Member’s current appointment for the period of time equal to the extension. The request must be approved by the Academic Unit Head, Dean and Provost.

This provision does not require that a formal leave of absence be taken.

An untenured Faculty Member, who has substantial child care responsibilities that begin after the start of the Spring Semester in the penultimate year of service toward the tenure clock limit, will not be granted an extension of the probationary period.

Time off the clock granted under the provision of childcare responsibilities in combination with any other approved time off the clock, cannot exceed two years.
Other than the change in years of service required, the academic and other standards required for granting of tenure shall not differ from those applicable to Faculty Members not seeking an extension.

19.3 **Vacation Leave for Faculty on 12-Month Appointments.**

19.3.1 Faculty Members on 12-Month appointments shall be granted paid vacation leave annually from July 1 to June 30 according to the following formula: one and five-sixths (1 and 5/6) days of earned vacation for each month worked during the vacation year. Vacation time may be accrued from year-to-year for a maximum of three (3) years. A maximum of sixty-six (66) days may be so accrued. Vacation may be taken after completion of six (6) months of University service.

19.3.2 After one year of service, Faculty Members on 12-Month appointments leaving the employ of the University shall be entitled to compensation at their current rate of pay for all accrued vacation leave up to sixty-six (66) days.

19.3.3 Librarians on ten (10) month appointments and part-time Librarians who are members of the Bargaining Unit shall receive proportionate vacation leave.

19.4 **Military Leave.** The University agrees to comply with the Federal and State Veterans Employment Acts with respect to military leave.

19.5 **Parental Leave.** The policy on paid parental leave developed by the Joint Union-Management committee on Parental Leave, as established under M.8, shall be incorporated into this Article and implemented not later than June 30, 2015.

Any policy incorporated into this Article (19.5) shall substitute for and nullify all language in Article 17.6, except for the first sentence of that paragraph which shall be retained.