

UNIVERSITY OF PITTSBURGH PROPOSAL TO USW

November 28, 2023

Leaves

I. Full-Time Bargaining Unit Faculty

This section shall apply only to full-time bargaining unit faculty members, with the exception of bargaining unit faculty members with an appointment in the Falk School.

1. Faculty Medical and Family Leave

All full-time bargaining unit faculty members shall be eligible for Faculty Medical and Family Leave (FMFL) in accordance with University Policy AC 26. University Policy AC 26 shall be construed in a manner that covers brief illnesses, in addition to longer-term illnesses and health conditions.

2. Paid Personal Leave

Full time bargaining unit faculty members shall be eligible for four (4) paid personal leave days per academic year. Personal leave may not be accumulated or carried over into subsequent academic years. Personal leave will not be paid out at time of termination. When taking personal leave, faculty should inform their department or unit head to arrange for coverage of classes and/or missed work or to plan for the bargaining unit faculty member's completion of the missed work upon their return.

Full-time bargaining unit faculty members who do not work in a semester will not be entitled to personal days in such semester. If a faculty member has exhausted their personal leave and needs additional time off, they should consult with their department or unit head.

3. Bereavement Leave

Full-time bargaining unit faculty members will be eligible for a paid leave of three (3) working days in the event of a miscarriage or stillborn birth, or the death of a spouse, registered domestic partner, child, stepchild, child-in-law, parent, stepparent, sibling, grandparent, grandchild, parent-in-law, or parent of registered domestic partner. Bereavement leave associated with funeral services must be taken within seven (7) calendar days of the death. Bargaining unit faculty members are eligible for one (1) day of paid leave to attend the funeral of an aunt, uncle, niece, nephew,

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cousin, brother-in-law or sister-in-law, or sister or brother of a registered domestic partner.

3.4. Vacation

Full-time bargaining unit faculty members on twelve (12) month appointments are entitled to twenty (20) working days of vacation leave each appointment year. Unused vacation leave does not carry over from one year to the next and will not be paid out at termination. Holidays and recess periods such as Winter Recess, as set forth on the University academic calendar, are not counted as days of vacation.

Full-time bargaining unit faculty members on appointments of less than twelve (12) months do not earn vacation benefits.

4.5. Jury Duty

Full-time bargaining unit faculty members must present their jury summons to their department or unit head as promptly as practicable in advance of their service date. Full-time bargaining unit faculty members serving on jury duty shall be excused from work for the days on which they serve, and they shall experience no loss in compensation for the period of their jury duty to the extent such service does not exceed two (2) weeks per calendar year. For jury duty that exceeds two (2) weeks, bargaining unit faculty members may request an extension of paid leave, at the Employer's discretion.

5.6. Unpaid Leave of Absence

Full-time bargaining unit faculty members may apply for leave without pay by submitting a written request, with the endorsements of the appropriate department chair and the dean or campus president, and in the Health Sciences, the Senior Vice Chancellor for Health Sciences. Such a request shall specify the period of time and the reason for such request, and must be submitted to the Office of the Provost before December 1 of the academic year preceding the desired period of leave.

Full-time bargaining unit faculty members may continue their health insurance, dental and vision coverage at no cost to the Employer during an unpaid leave of absence, and are responsible for the full premium costs. If the bargaining unit faculty member terminates coverage during an unpaid leave of absence, they must submit the appropriate enrollment forms to the Benefits Department to reactivate participation within sixty (60) days after their return date from leave.

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During unpaid leaves of absence, all Employer contributions toward retirement are suspended.

II. Part-Time Tenure Stream and Tenured Bargaining Unit Faculty

1. Faculty Medical and Family Leave

All part-time tenure stream and tenured bargaining unit faculty members shall be eligible for Faculty Medical and Family Leave (FMFL) in accordance with University Policy AC 26.

2. Paid Personal Time Off

Part-time tenure-stream and tenured bargaining unit faculty members shall be eligible for two (2) paid personal leave days per academic year. Personal leave may not be accumulated or carried over into subsequent academic years. Personal leave will not be paid out at time of termination. When taking personal leave, faculty should inform their department or unit head to arrange for coverage of missed work or to plan for the bargaining unit faculty member's completion of the missed work upon their return.

Part-time tenure-stream and tenured bargaining unit faculty members who do not work in a semester will not be entitled to personal days in such semester. If a faculty member has exhausted their Personal Time and needs additional time off, they should consult with their department or unit head.

3. Vacation

Part-time tenure-stream and tenured bargaining unit faculty members do not earn vacation benefits.

4. Jury Duty

Part-time tenure-stream and tenured bargaining unit faculty members must present their jury summons to their department or unit head as promptly as practicable in advance of their service date. Part time tenure-stream and tenure bargaining unit faculty members serving on jury duty shall be excused from work for the days on which they serve, and they shall experience no loss in compensation for the period of their jury duty to the extent such service does not exceed two (2) weeks per calendar year. For jury duty that exceeds two (2) weeks, part-time tenure-stream and tenured bargaining unit faculty members may request an extension of paid leave, at the Employer's discretion.

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III. Part-Time Bargaining Unit Library Faculty

1. Faculty Medical and Family Leave

Part-time bargaining unit librarians shall be eligible for Faculty Medical and Family Leave (FMFL) in accordance with University Policy AC 26.

2. Paid Personal Leave

Part-time bargaining unit librarians shall be eligible for two (2) paid personal leave days per appointment year. Personal leave may not be accumulated or carried over into subsequent appointment years. Personal leave will not be paid out at time of termination. When taking personal leave, part-time bargaining unit librarians should inform their Director or Associate Vice Chancellor, as applicable, to arrange for coverage of missed work or to plan for the bargaining unit faculty member's completion of the missed work upon their return.

If a part-time bargaining unit librarian has exhausted their Personal Time and needs additional time off, they should consult with their Director or Associate Vice Chancellor, as applicable.

3. Vacation

Part-time bargaining unit librarians do not earn vacation benefits.

4. Jury Duty

Part-time bargaining unit librarians must present their jury summons to their Director or Associate Vice Chancellor, as applicable, as promptly as practicable in advance of their service date.

IV. Part-Time Appointment Stream Bargaining Unit Faculty

This section shall apply only to part-time appointment stream bargaining unit faculty members, with the exception of part-time bargaining unit librarians.

1. Sick Leave

Each academic year, part-time appointment stream bargaining unit faculty shall be eligible for five (5) paid sick days in an academic year if appointed in both semesters in such academic year, or two (2) paid sick days in an academic year if appointed to one semester. Sick leave shall not be paid out upon separation of employment.

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Sick leave may be used for the following reasons: 1) faculty member's own mental/physical illness, injury, or health condition, need for medical diagnosis, care or treatment, or preventative medical care; 2) care of a family member for the same reasons; 3) any other purpose required by applicable local, state, or federal law.

When taking sick leave, bargaining unit faculty should inform their department or unit head to arrange for coverage of classes and/or missed work or to plan for the bargaining unit faculty member's completion of the missed work upon their return.

2. Paid Personal Leave

Part-time appointment stream bargaining unit faculty members shall be eligible for two (2) paid personal leave days per academic year. Personal leave may not be accumulated or carried over into subsequent academic years. Personal leave will not be paid out at time of termination. When taking personal leave, faculty should inform their department or unit head to arrange for coverage of missed work or to plan for the bargaining unit faculty member's completion of the missed work upon their return.

Part-time appointment stream bargaining unit faculty members who do not work in a semester will not be entitled to personal days in such semester. If a faculty member has exhausted their Personal Time and needs additional time off, they should consult with their department or unit head.

3. Vacation

Part-time appointment stream bargaining unit faculty members do not earn vacation benefits.

4. Jury Duty

Part-time appointment stream bargaining unit faculty members must present their jury summons to their department or unit head as promptly as practicable in advance of their service date.

V. Falk School Bargaining Unit Faculty

1. Faculty Medical and Family Leave

All full-time bargaining unit faculty members appointed to the Falk School shall be eligible for Faculty Medical and Family Leave (FMFL) in accordance with University Policy AC 26.

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2. Paid Personal Leave

Bargaining unit faculty members appointed to the Falk School shall be eligible for four (4) paid personal days. Personal leave may not be accumulated or carried over into subsequent academic years. Personal leave will not be paid out at time of termination.

Falk School bargaining unit faculty members must request to take such leave in advance, in accordance with Falk School policies and procedures and subject to approval by the Falk School Director. Falk School bargaining unit faculty members may not take more than three (3) consecutive personal days at a time during the school year.

3. Bereavement Leave

Falk School bargaining unit faculty members will be eligible for a paid leave of three (3) working days in the event of a miscarriage or stillborn birth, or the death of a spouse, registered domestic partner, child, stepchild, child-in-law, parent, stepparent, sibling, grandparent, grandchild, parent-in-law, or parent of registered domestic partner. Bereavement leave associated with funeral services must be taken within seven (7) calendar days of the death. Falk School bargaining unit faculty members are eligible for one (1) day of paid leave to attend the funeral of an aunt, uncle, niece, nephew, cousin, brother-in-law or sister-in-law, or sister or brother of a registered domestic partner.

3.4. Jury Duty

Falk School bargaining unit faculty members must present their jury summons to the Falk School Director as promptly as practicable in advance of their service date.

VI. Military Leave

The Employer shall grant unpaid military leave and re-employment rights to eligible bargaining unit faculty members, as required by applicable federal and state law.

VII. Union Conferences and Trainings

1. The Employer will provide a total of ten (10) days of leave per academic year for use by designated bargaining unit faculty members for the purpose of attending conferences, trainings, or other programming sponsored or endorsed by the Union. The Union may designate no more than two (2) bargaining unit faculty members for eligibility for leave under this Section. Leave taken pursuant to this Section will not impact pay.

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2. Bargaining unit faculty members designated by the Union for leave pursuant to Section VII.1 must be active members of the Labor-Management Committee.
3. Bargaining unit faculty members who take leave pursuant to this Section will not be released from teaching responsibilities for the purposes of this Section. Participation in Union conferences, trainings and other programming will count as a service activity.

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