

This proposal is presented as part of the University's package proposal.

## **UNIVERSITY OF PITTSBURGH PACKAGE PROPOSAL**

**April 11, 2024**

The University makes the following package proposal to the Union. In making this package proposal, such package would have to be accepted in full in order for the parties to reach a tentative agreement on the following articles:

1. Compensation
2. Benefits
3. Leaves [no change]
4. Layoffs [no change]
5. Shared Governance [no change]
6. Management Rights
7. No Strike/No Lockout
8. Duration

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## UNIVERSITY OF PITTSBURGH PROPOSAL TO USW

April 11, 2024

### Compensation

#### 1. Full-Time Bargaining Unit Faculty

- a. Annual Maintenance Increase: Effective on the following dates, full-time bargaining unit faculty members (all designations), who performed at a satisfactory level or higher during the previous fiscal year, shall receive an increase to their base salary as follows:

Effective Date

July 1, 2023	\$3900*
July 1, 2024	<del>\$2500.00</del> <u>\$3140</u>
July 1, 2025	2.5%

Bargaining unit faculty members who are on a Performance Improvement Plan shall not be eligible for annual maintenance increases. If they complete the requirements of the PIP, they will be eligible for increases moving forward.

Annual Maintenance Increases will be implemented no later than ninety (90) calendar days from the Effective Date and will be retroactive to the Effective Date of the Annual Maintenance Increase above.

If the University's Board of Trustees approves a workforce compensation increase that includes an Annual Maintenance Increase of more than 2.5% effective July 1, 2025, then eligible full-time bargaining unit faculty members shall receive the same percentage increase instead of the 2.5% referenced above. If eligible full-time bargaining unit faculty members have already received 2.5% Annual Maintenance Increase, then they shall receive the differential between the increase approved by the Board and the 2.5% set forth above.

~~\*Upon ratification of this Agreement, f~~Full-time bargaining unit faculty members whose annual salaries are below the minima set forth below as of the date of ratification shall receive the annual maintenance increases effective July 1, 2023 and 2024 set forth above, and their base salary shall be adjusted to the applicable minimum, after the calculation of the annual maintenance increases. either the increase in their base salary specified above or an increase in their base salary up to the applicable minimum, whichever is greater.

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b. Ratification Bonus: All full time bargaining unit faculty members employed as of the date of ratification of the Agreement shall receive a bonus (not incorporated into their base salary) of \$5000. This bonus will be paid in two \$2500 installments, the first of which will be paid within sixty (60) days following ratification of the Agreement and the second of which will be paid on May 15, 2025.

b.c.Promotional Increases: Full-time bargaining unit faculty members in the professorial ranks who are promoted to a higher rank on or after the date of ratification of the Agreement, shall receive a minimum increase to their base salary as follows:

- i. Assistant to Associate Professor: \$5,000;
- ii. Associate to Full Professor: \$7,500.

Promotional increases for Instructors shall be at the discretion of Employer.

Full-time bargaining unit librarians who are promoted to a higher rank on or after the date of ratification of the Agreement, shall receive a minimum increase of \$5,000 to their base salary.

Full-time bargaining unit faculty members appointed to the Falk School who are promoted to a higher level on or after the date of ratification of the Agreement, shall receive a minimum increase of \$2,000 to their base salary.

Promotional increases will become effective on the effective date of the promotion. For promotions that become effective on July 1, the annual increase shall be applied to the bargaining unit faculty member's salary prior to the promotional increase.

e.d.Minimum salaries:

- i. Except as outlined below, the minimum base annual salary for full-time bargaining unit faculty members shall be \$60,000.
- ii. With the exception of bargaining unit faculty members appointed with the prefix "Visiting," the minimum base annual salary for full-time bargaining unit faculty members appointed to the rank of Instructor who possess a terminal degree shall be \$60,000.

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- iii. With the exception of bargaining unit faculty members appointed with the prefix "Visiting," the minimum base annual salary for full-time bargaining unit faculty members appointed to the rank of Instructor who do not possess a terminal degree, or who are in the process of obtaining a terminal degree, shall be \$50,000.
- iv. With the exception of bargaining unit faculty members appointed with the prefix "Visiting," the minimum base annual salary for full-time bargaining unit faculty members appointed to the Falk School shall be \$50,000. Notwithstanding the foregoing, the minimum base annual salary for full-time bargaining unit faculty members appointed to the rank of Educator Level D shall be \$60,000.
- v. The minimum base annual salary for full-time bargaining unit faculty members appointed with the prefix "Visiting" to the ranks of Professor, Associate Professor, Assistant Professor and Librarian, Instructor and Lecturer who possess a terminal degree, who have teaching and/or research responsibilities comparable to those of a full-time non-Visiting bargaining unit faculty member in the same role, and who do not have compensation available to them from a third-party (e.g., Fulbright Award or salary from the bargaining unit faculty member's home institution) shall be \$60,000. Bargaining unit faculty members covered by this Section cannot waive any eligible compensation available from a third party. Any such bargaining unit faculty member who is funded by a third party will be maintained by the University at a combined minimum annual salary of \$60,000.
- vi. The minimum base annual salary for full-time bargaining unit faculty members appointed with the prefix "Visiting" to the ranks of Instructor and Lecturer, who do not possess a terminal degree or who are in the process of obtaining a terminal degree, who have teaching and/or research responsibilities comparable to those of a full-time non-Visiting bargaining unit faculty member in the same role, and who do not have compensation available to them from a third-party (e.g., Fulbright Award or salary from the bargaining unit faculty member's home institution) shall be \$50,000. Bargaining unit faculty members covered by this Section cannot waive any eligible compensation available from a third party. Any such bargaining unit faculty member who is funded by a third party will be maintained by the University at a combined minimum annual salary of \$50,000.

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- vii. The minimum base annual salary for full-time bargaining unit faculty members appointed with the prefix "Visiting" to the Falk School, who have teaching and/or research responsibilities comparable to those of a full-time non-Visiting bargaining unit faculty member in the same role, and who do not have compensation available to them from a third-party (e.g., Fulbright Award or salary from the bargaining unit faculty member's home institution) shall be \$50,000. Notwithstanding the foregoing, the minimum base annual salary for full-time bargaining unit faculty members appointed to the rank of Educator Level D shall be \$60,000. Bargaining unit faculty members covered by this Section cannot waive any eligible compensation available from a third party. Any such bargaining unit faculty member who is funded by a third party will be maintained by the University at a combined minimum annual salary of \$50,000 (or, for those appointed to the rank of Educator Level D, \$60,000).

~~e.~~e. The Employer may, in its discretion, offer individual bargaining unit faculty members salary adjustments as retention, merit, market, and equity adjustments. These increases are not subject to bargaining.

~~e.~~f. Bargaining unit faculty members may request review of a salary adjustment decision by submitting a written request to their department and unit head, including relevant supporting documentation, as appropriate. Such requests must be submitted no later than December 15. The Employer may accept, in whole or in part, or reject the request, in its sole discretion.

~~f.~~g. A list of such retention, merit, market, and equity increases shall be provided to the Union annually in October of each year, along with a list of requests for review and the Employer's decision on each request. The list shall include the individual's name, rank, department, previous salary, amount of increase and effective date.

~~g.~~h. The Employer will continue to provide temporary salary increases as it has in the past, with its same sole discretion, for special duties including but not limited to, serving as Director of Graduate Studies, serving as Director of Undergraduate Studies, supplemental positions in the Falk School, or serving on labor-intensive University-wide committees.

## **2. Part-time Appointment Stream Bargaining Unit Faculty**

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- a. Annual Maintenance Increase: Effective on the following dates, part-time bargaining unit faculty members (all designations), who performed at a satisfactory level or higher during the last fiscal year, shall receive an increase to their rate as follows:

<u>Effective Date</u>	
July 1, 2023	4.0%
July 1, 2024	2.75%
July 1, 2025	2.5%

Bargaining unit faculty members who are on a Performance Improvement Plan shall not be eligible for annual maintenance increases. If they complete the requirements of the PIP, they will be eligible for increases moving forward.

Annual Maintenance Increases will be implemented no later than ninety (90) calendar days from the Effective Date and will be retroactive to the Effective Date of the Annual Maintenance Increase above.

If the University's Board of Trustees approves a workforce compensation increase that includes an Annual Maintenance Increase of more than 2.75% for part-time non-bargaining unit employees effective July 1, 2024, and/or 2.5% effective July 1, 2025, then eligible part-time bargaining unit faculty members shall receive the same percentage increase instead of the applicable increase referenced above. If eligible part-time bargaining unit faculty members have already received the 2.75% and/or 2.5% Annual Maintenance Increase, as applicable, then they shall receive the differential between the increase approved by the Board and the applicable Annual Maintenance Increase set forth above.

- b. Ratification Bonus: All part time bargaining unit faculty members employed as of the date of ratification of the Agreement shall receive a bonus (not incorporated into their base salary) of \$500 within sixty (60) days following ratification of the Agreement.

b.c. Minimum rates per credit:

The minimum rate per credit for part-time appointment stream bargaining unit faculty with teaching responsibilities is as follows:

Regional Campuses: \$1875 per credit  
Pittsburgh Campus: \$2500 per credit

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Where part-time appointment stream faculty co-teach, team-teach or teach part of a course, the minimum rates per credit shall apply to the course itself, and the Employer shall allocate compensation for each faculty member accordingly.

~~e.d.~~ Except as provided below, part-time appointment stream bargaining-unit faculty members who do not teach credit-bearing courses will be compensated at a prorated minimum rate equal to the bargaining unit faculty member's percent effort, as determined by their department, at 75% of a full-time annual salary of \$60,000. Part-time faculty workloads will be calculated as follows for the purpose of this Paragraph: one (1) full business day of work per week will count as twenty percent (20%) of full time.

~~d.e.~~ The minimum rate for bargaining unit faculty appointed to the Osher Lifelong Learning Institute shall be \$55 per instructional hour for official published offerings. For one-time classes/sessions, the minimum rate shall be \$150 per session.

### **3. Overload**

Full-time bargaining unit faculty who teach overload will be compensated at least the minimum rate per credit for each credit of overload that they teach.

### **4. Pay Schedule**

The University shall pay all bargaining unit faculty monthly.

### **5. ~~Savings Clause~~ Financial Exigency**

In the event of a financial exigency that is demonstrably bona fide, the Union agrees to meet and negotiate over the compensation provisions of this Article as an alternative to layoffs. Such negotiations shall conclude within thirty (30) calendar days following notification to the Union.

Notwithstanding the above or any other Article of this Agreement, in the event that the University does not receive or there is a ~~significant~~ decrease of five percent (5%) or greater in its annual appropriation, compared to the prior fiscal year, for state-related universities from the Pennsylvania General Assembly, or in the event that there is a ~~significant~~ decrease of five percent (5%) or greater in University enrollment ~~expectations~~, compared to the prior fiscal year, ~~the Employer reserves the right to delay and/or not implement the~~ the Union agrees that Annual Maintenance Increases, Promotional Increases or any other discretionary pay increases set forth above may be delayed or not implemented. In the event that the University determines

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it is necessary to delay or not implement the Annual Maintenance Increases, the Union will be provided notice and an opportunity to meet and discuss prioritizing delays or non-implementation. Such discussions shall be concluded within thirty (30) calendar days following the notice to the Union.

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## UNIVERSITY OF PITTSBURGH PROPOSAL TO USW

April 11, 2024

### Benefits

- A. The Employer shall offer full-time bargaining unit faculty members access to medical plans, dental plans, vision plans, flexible spending plans, health savings accounts, life and disability insurance plans, and qualified commuter expense accounts on the same terms and conditions applicable to other full-time non-bargaining unit employees, to the extent permitted by law, effective as of the 2024-2025 plan year. The terms and conditions of the plans are governed by the plan documents, as they may exist from time to time.
- B. The Employer will contribute to the monthly premium cost of the full-time bargaining unit faculty member's medical insurance plan of choice, and bargaining unit faculty member monthly medical insurance premium contributions shall be made on a pre-tax basis. For the 2024-2025 plan year, bargaining unit faculty members will be moved to the plans, including premium contributions, set forth in Appendix \_\_\_\_\_. Effective with the 2025-2026 plan year, the Employer may, in its discretion, increase premium contributions for bargaining unit faculty for the plans referenced in Paragraph A, up to a maximum of eight percent (8%) per plan, per plan year, during the life of the Agreement. The Employer shall negotiate with the Union any increases that are greater than eight percent (8%).
- C. The Employer has the right to amend the plans referenced in Paragraph A, ~~including the amount of premium contributions paid by bargaining unit faculty members,~~ at its sole discretion and without negotiation with the Union. Notwithstanding, any changes made by the Employer to the plans referenced in Paragraph A shall be substantially similar to the terms applicable as of the ratification of this Agreement; any changes that are not substantially similar, the Employer shall negotiate with the Union.
- D. The Employer shall comply with all federal and state requirements, including those under the Health Insurance Portability and Accountability Act, related to the confidentiality of bargaining unit faculty medical information. If the Employer is served with a subpoena or any other legal process seeking access to a bargaining unit faculty member's health information, the Employer shall notify the bargaining unit faculty member in writing within a reasonable time period.

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- E. All full-time bargaining unit faculty members and eligible part-time tenured or tenure-stream bargaining unit faculty members shall be eligible to participate in the Employer's Defined Contribution Plan ("the Plan") on the terms applicable to other non-bargaining unit employees eligible for the Plan. The terms and conditions of the Plan are governed by the plan documents, as they may exist from time to time. During the term of this Agreement, the University agrees to continue its practice of matching eligible bargaining unit faculty members' contributions as set forth in the plan document effective as of ratification.

Notwithstanding the above, in the event of a bona fide financial exigency, the Employer reserves the right to modify, suspend or discontinue matching, in its sole discretion.

During the term of this Agreement, the Employer agrees to continue the non-contributory defined benefit plan for currently participating bargaining unit faculty members in accordance with the plan document effective as of ratification.

All part-time faculty shall remain eligible to participate in the Employer's 403(b) defined contribution plan without Employer contributions

- F. All full-time bargaining unit faculty members shall be eligible for care.com benefits on the same terms applicable to other full-time non-bargaining unit employees. The Employer shall provide full-time bargaining unit faculty members with access to the University Child Development Center (UCDC) on the same terms and conditions applicable to other full-time non-bargaining unit employees, including any increases to tuition. The University will work to explore expansion of availability of the UCDC to bargaining unit faculty members.

- G. Bargaining unit faculty members with appointments at the Pittsburgh campus shall have access to fare-free public transportation through Pittsburgh Regional Transit to the extent such benefit is offered to other employees.

- H. Education benefits shall be made available to bargaining unit faculty members in accordance with existing University policy, subject to the eligibility requirements and all other terms of applicable University policy. During the term of this Agreement, bargaining unit faculty members shall remain eligible for University of Pittsburgh tuition benefits for eligible bargaining unit faculty members, spouses, domestic partners and dependents, in accordance with the terms of Policies AC 20, 21 and 69 ~~XX~~ effective as of ratification.

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- I. Full-time bargaining unit faculty members with Falk School appointments shall be eligible for a scholarship covering full tuition remission for their dependent children who attend the Falk School.
- J. Bargaining unit faculty will have access to fitness facilities in accordance with University policy.
- K. Upon ratification of this Agreement, except as provided herein, part-time bargaining unit faculty shall have access to benefits as follows:
  - a. Part-time bargaining unit faculty who have a workload of at least four (4) credits per term or two (2) full business days per week shall have access to medical, dental and vision insurance.

Notwithstanding the above, the Dean of the School of Dental Medicine may apply to the Office of Human Resources for an exemption from the eligibility requirements in this Section K.a to make benefits under this Section available to part-time bargaining unit faculty members with clinical responsibilities appointed to the School of Dental Medicine who would not otherwise meet the requirements.
  - b. Part-time bargaining unit faculty who have a workload of at least six (6) credits per term or three (3) full business days per week shall have access to the medical, dental and vision insurance, health savings accounts, life insurance, and commuter expense accounts offered to full-time bargaining unit faculty, as set forth in Paragraph A above.
  - c. For bargaining unit faculty members with instructional responsibilities whose credit hours differ substantially from contact hours, **the** contact hours as designated by the Employer will be used to determine eligibility under this Paragraph.
- L. **Upon ratification of this Agreement, part-time bargaining unit faculty hired on or after the date of ratification, who are eligible for group health insurance benefits through another employer of the part-time bargaining unit faculty member or through the employer of a spouse, partner, child or parent shall not be eligible for benefits through the University.**
- M. Notwithstanding the above, part-time bargaining unit faculty who have benefits at the University, as of the date of ratification of this Agreement, shall continue to have such benefits until such time as they leave the University or become eligible for greater benefits under Paragraph H above. The terms and conditions of the benefit plans are governed by the plan documents, as they may exist from time to time.
- N. Bargaining unit faculty members will be eligible for the Employee Emergency Fund benefit on the same terms as non-bargaining unit employees.

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## UNIVERSITY OF PITTSBURGH PROPOSAL TO USW

April 10, 2024

### Leaves

#### **I. Holidays**

The University shall be closed on the following holidays:

- € New Year's Day
- € Martin Luther King's Birthday
- € University's Observance of Spring Holiday
- € Memorial Day
- € Juneteenth
- € Independence Day
- € Labor Day
- € Thanksgiving
- € The day after Thanksgiving
- € December 24th
- € December 25th

The dates on which these holidays are observed shall be determined by the Employer and set forth in the University academic calendar. Bargaining unit faculty members may request religious accommodation through the Office of Equity, Diversity and Inclusion, Civil Rights and Title IX.

#### **II. 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. For avoidance of doubt, covered bargaining unit faculty members shall be eligible for FMFL where

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they or their child experience physical violence, sexual violence, stalking, or psychological aggression that gives rise to a qualifying condition under AC 26.

## 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. Any remaining part of bereavement leave necessary to settle family issues associated with the death may be taken at a later time.

Bargaining unit faculty members are eligible for one (1) day of paid leave to attend the funeral of an aunt, uncle, niece, nephew, cousin, sibling-in-law, or sibling of a registered domestic partner.

Where a bargaining unit faculty member is required to travel to attend funeral services outside the United States, they may request an additional leave without pay for up to three (3) days, which must be taken continuously with the paid bereavement leave. Such requests shall be granted at the discretion of the Employer.

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If a bargaining unit faculty member has exhausted their bereavement leave and needs additional time off, they should consult with their department or unit head.

#### 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.

#### 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.

#### 6. Unpaid Leave of Absence

Full-time bargaining unit faculty members may apply for leave without pay by submitting a written request to the appropriate department chair (or Library Director, Dean or Regional Campus President as applicable). Such a request shall specify the period of time and the reason for such request. This request must be approved by the appropriate department chair, Library Director, Dean or Regional Campus President, and Senior Vice Chancellor for the Health Sciences, as applicable, prior to submission to the Office of the Provost. Requests with approvals must be submitted to the Office of the Provost before December 1 of the academic year preceding the desired period of leave. Requests submitted after December 1 will be considered, at the University's discretion.

Full-time bargaining unit faculty members who receive health insurance may continue their health insurance, dental and vision coverage at no cost to the

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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.

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

### **III. 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. 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 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**

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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.

#### **IV. 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. 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**

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. Unpaid Leaves of Absence**

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Part-time bargaining unit librarians may apply for leave without pay by submitting a written request, with the endorsements of the Director of the ULS, BLL or HSLS and the Senior Vice Chancellor for Health Sciences, as applicable. 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. Requests submitted after December 1 will be considered, at the University's discretion.

Part-time bargaining unit librarians who receive health insurance, dental and/or vision benefits may elect to continue 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.

#### 5. 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.

### **V. 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 three (3) paid sick days per academic term (Fall, Spring, Summer (full 12-week session)), during which they are appointed. [Part-time appointment stream bargaining unit faculty shall be eligible for one \(1\) paid sick day per 4-week or 6-week Summer session if appointed only to one such session.](#) Sick leave shall not be paid out upon separation of employment.

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.

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