

Article XIII
Leaves of Absence

A. Leaves of Absence without Pay

1. Professional and Personal Leaves

It is recognized that a policy permitting leaves of absence without pay for professional objectives or for personal reasons (including illness or accident) may under certain circumstances be beneficial to both the individual and the University.

a. Eligibility

To be eligible for a professional or personal leave of absence without pay, a member of the bargaining unit shall have had one year of continuous, full-time service in the bargaining unit. Under certain circumstances, the President or his/her designated representative may waive the one-year eligibility requirement.

b. Application for Leave

The member of the bargaining unit shall submit in writing to his/her department chair or immediate supervisor the request for the leave stating the reasons for the leave, the period of absence, and the date of return.

c. Approval

Upon the recommendation of the department chair or immediate supervisor and subject to the concurrence of the dean, director or vice-president, as appropriate, a leave of absence without pay may be granted by the President or his/her designated representative.

d. Length of Leave

Leaves of absence without pay may be granted for a period not to exceed twelve months. Under exceptional circumstances, a leave or any extension thereof may be extended for a limited period not in excess of one year. A request shall be submitted in writing stating the reasons for the requested extension at least ninety days prior to the termination of the current leave. The beginning and ending dates of a leave will normally coincide with the beginning and ending of an academic term. Leaves of absence without pay shall not be counted toward the maximum period of pre-tenure employment.

Leaves of absence without pay for individuals employed on a limited term contract cannot extend beyond the original contract termination date and cannot serve to extend the contract period.

e. Fringe Benefits

A member of the bargaining unit may exercise his/her option (in writing) for continuance of medical and life insurance coverage at the full group rate cost, and without University subsidy, for the period of the leave, not to exceed a maximum of two years. For those individuals who are eligible for the University's long-term disability insurance coverage and who are engaged in full-time study for an advanced degree, or active work in the field of education or research (such as Fulbright, foundation grant, or governmental project), long-term disability insurance coverage shall be extended for the period of the leave, not to exceed two years.

f. Return from Leave

If a member of the bargaining unit does not return to work by the date of leave expiration, s/he shall be considered to have voluntarily resigned from the University unless s/he was unable to return due to extenuating circumstances beyond his/her control.

If, in the event of extenuating circumstances beyond his/her control, a member of the bargaining unit who is engaged in full-time study for an advanced degree, or active work in the field of education or research, or who is on a personal leave for family responsibilities, wishes to return to work before the expiration of the leave of absence without pay, s/he must submit a written request for return to work to the department chair or immediate supervisor. In such cases the University shall restore the individual to the payroll either at the beginning of the next academic term or within thirty days of receipt of the written notification of intent to return, whichever waiting period is longer. In no event shall nine-month employees be reinstated to the payroll during the summer term under the provisions of this clause. At the University's discretion the individual may be returned to the payroll before the end of the above-stated waiting periods.

Any member of the bargaining unit who has been on leave of absence without pay for medical reasons is required to complete a medical questionnaire authorized by the University before the individual may return to work. If the individual is unable to return to work for medical reasons and medical leave has been approved by the University and if s/he has been engaged in full-time study for an advanced degree or active work in the field of education or research, or on a personal leave for family responsibilities, s/he shall be placed on the short-term disability leave for which s/he is eligible in accordance with Article XIII, Section C.1.

In the event that a member of the bargaining unit who is engaged in full-time study for an advanced degree or active work in the field of education or research, or on a personal leave for family responsibilities, is disabled while on leave, s/he shall be placed on the short-term disability leave for which s/he is eligible in accordance with Article XIII, Section C.1, and such leave without pay shall terminate.

The following payroll deductions in effect prior to the leave of absence shall be reinstated: life insurance, health insurance, retirement, dues, and tax deductions.

g. Salary Increases

The base compensation rate of a member of the bargaining unit shall be augmented by all general increases which s/he would have received had s/he not been on leave and by selective increases approved through the regular channels.

2. Military Leave

The University agrees to comply with the federal and state Veterans Employment Acts.

B. Professional Leaves

1. Authorized Short-Term Absences

- a. Absences for outside professional activities related to University responsibilities which necessitate absence from the bargaining-unit member's usual University operating location may be approved with pay for periods up to thirty working days.

- b. Requests for authorized absences should be filed by the bargaining-unit member with his/her chair or dean/director/vice-president at least two weeks prior to the start of the proposed activity and at least three weeks prior to activity outside the United States.
- c. The bargaining-unit member will work with the dean/director/chair/vice-president to ensure that there is coverage of the bargaining-unit member's teaching responsibilities; however, the final responsibility for arranging the coverage resides with the administrator who approves the leave. It shall also be the responsibility of the bargaining-unit member to inform the dean/director/chair/vice-president of the essential duties that need to be performed during the period of absence.
- d. Approval is given by the University President or his/her designee.

2. Sabbatical Leaves

The President or his/her designee may grant sabbatical leaves of absence to members of the faculty and academic staff for the purpose of encouraging scholarly and professional achievement for the mutual benefit of the University and the grantee. However, no more than seven percent of the members of the bargaining unit with tenure may be on sabbatical leave in any one semester. Under extraordinary circumstances this maximum may be exceeded at the discretion of the President or his/her designee.

a. Eligibility

- 1) A sabbatical leave may be granted for one or two semesters to any bargaining-unit member who holds tenure status at the beginning of the proposed period of leave and who meets the following additional requirements of eligibility.
- 2) Dependent upon the type of sabbatical leave requested (Section B.2.f.1), an applicant shall have served at least six or twelve semesters of regular full-time contractual employment in the bargaining unit since his/her initial appointment to Academic-Staff or faculty classifications or since a previous sabbatical leave. The elapsed semesters need not be consecutive, but no more than two semesters shall be counted for any one academic year.
- 3) A non tenured tenure-track faculty member in the rank of assistant professor, associate professor, or professor, or a tenure-track member of the academic staff is also eligible for consideration for a one-semester sabbatical leave after six semesters of full-time service since the initial appointment in the bargaining unit and with the approval of the dean/director/vice-president. Such a sabbatical leave must be completed prior to the beginning of the seventh year of service. The granting of such a sabbatical leave may not be cited as evidence of merit in any application for tenure and/or promotion or in any challenge of tenure, promotion or non-renewal decisions.

b. Applications

- 1) Applications for sabbatical leave shall include the following:
 - (a) The presentation of a definite plan for the scholarly/creative plan of work for the sabbatical leave.
 - (b) An indication of the specific semester(s) for which the leave is requested.
 - (c) A description of any fellowship and/or grant pending or secured at the time of making application for sabbatical leave.

- (d) The applicant's agreement to return to service with the University for two semesters in the year immediately following expiration of the leave; or to refund the compensation paid him/her by the University during his/her leave, unless this obligation is specifically waived or deferred by the University President or his/her designee.
 - (e) The applicant's agreement to submit a written report on the extent to which s/he has achieved the purpose for which the leave was granted.
 - (f) A report on his/her most recent sabbatical leave, if any, that shall include the plan of scholarship/creative work for that sabbatical leave and the progress made to date on achieving the specific goals of that plan.
- 2) Within each department or equivalent unit, all applications for sabbatical leaves shall be submitted to the chair or equivalent administrator no later than November 15 of the year preceding the University year in which the leave is to begin, and complete application materials shall be forwarded to the President or his/her designee through normal administrative channels. All applications for sabbatical leaves from a department or equivalent unit shall be evaluated by the department chair or equivalent unit administrator and, in those units with tenure committees, by a committee designated by the unit. The evaluations of both the chair and the committee, along with the complete application materials and the dean's/director's/vice-president's recommendation, shall be forwarded to the President or his/her designee through normal administrative channels by December 15 after the November 15 filing deadline. Notification of the decision on the application shall be given to the applicant by March 1.

c. Conditions of Leave

- 1) An applicant shall agree to return to service with the University for two semesters in the year immediately following expiration of his/her leave; or to refund the compensation paid him/her by the University during his/her leave, unless this obligation is specifically waived or deferred by the University President or his/her designee.
- 2) An individual on sabbatical leave shall not give, for compensation, personal service unrelated to his/her sabbatical leave project, other than what the University would consider acceptable for a faculty or Academic-Staff member of the University not on leave. Any service for compensation shall be reported to and must be approved in advance by the President or his/her designee.
- 3) Formal study for an advanced degree is not normally acceptable as a sabbatical leave project. Exceptions to this regulation require the written approval of the dean/director/vice-president of the candidate's school/college/division prior to the filing of the application.

For the purpose of meeting the needs of a unit, with the prior written approval of the dean/director/vice-president, a sabbatical leave application for a professional development project may be filed.

- 4) Persons on the nine-month payroll are normally granted sabbatical leaves only for the duration of specifically stated whole semesters. Exceptions to this regulation require the written approval of the dean/director/vice-president prior to the filing of the application.
- 5) For persons employed on the twelve-month payroll, one semester of service shall be interpreted to mean four and one-half calendar months of service.

d. Length

- 1) A sabbatical leave may be granted for one semester or two consecutive semesters.
- 2) Faculty members on the nine-month payroll are not granted sabbatical leaves for the spring-summer term unless the faculty member is on a spring-summer within-load assignment. Winter and fall semesters of a given calendar year are regarded as consecutive except in this case where a faculty member teaches within-load for the spring-summer term.

e. Sabbatical Leaves Committee

- 1) There shall be a University Sabbatical Leaves Committee consisting of eight members and chaired by the President or his/her designee. Seven bargaining-unit members shall be selected according to the method described in Article XXX, University-Wide Committees, at least one of whom must be a member of the academic staff, but no more than two members of the committee may be from the same school/college. One additional person shall be selected by the President or his/her designee. The President or his/her designee shall be a member ex officio of the committee (without vote).
- 2) The functions of this committee shall be:
 - (a) to evaluate all applications and to rank those applications which the Committee deems worthy of approval for sabbatical leaves;
 - (b) to advise the President or his/her designee of its recommendations; and
 - (c) to recommend to the various elements of the University any need for change in the sabbatical leave policy.

f. Salary and Benefits

- 1) For each semester on sabbatical leave the individual shall receive as salary a percentage of the salary s/he would have received were s/he not on leave, such percentage to be determined by the number of semesters elected for the sabbatical leave and the length of full-time service since the last sabbatical leave or initial employment as follows:

One semester following twelve semesters of service as described in 2.a.2 above	Faculty	100%
	Academic Staff	80%

Two semesters following twelve semesters of service as described in 2.a.2 above
60%

One semester following six semesters of service as described in 2.a.2 and 2.a.3 above	80%
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- 2) During a sabbatical leave the individual's contract with the University shall remain unimpaired. The individual shall be eligible for all scheduled adjustments and for all other applicable benefits which would have been provided to him/her by the University were s/he not on leave.

- 3) Persons on the twelve-month payroll do not earn vacation days while on sabbatical leave. Any days in the vacation bank in excess of twenty-two days not utilized prior to the commencement or at the conclusion of the sabbatical leave shall be forfeited.

3. Academic-Staff Professional Development Released Time

Upon presentation of an appropriate project for professional development, and with the approval of the unit administrator, an Academic-Staff member is entitled to up to one day of released time per week for up to fifteen weeks per calendar year. Failure to approve the project is not grievable. There shall be no more than seven percent of the academic staff approved for professional development leave in any calendar year. The process shall be done on an annual basis at the same time as the sabbatical leave process.

In the event that there are applications from more than seven percent of the academic staff, a nine-member committee shall advise the President or his/her designee of its recommendations for professional development leaves. The committee shall be composed of four Academic-Staff members selected by the Association, four Academic-Staff members selected by the President or his/her designee and a chair designated by the President or his/her designee who shall serve as chair without vote except in the case of a tie vote.

C. Leaves of Absence with Pay

It is recognized that leaves of absence with pay are appropriate for illness, personal emergencies, and the performance of certain civic functions.

A leave of absence with pay is a leave during which a member of the bargaining unit is not required to perform regular University duties, but is retained on the payroll of the University at his/her normal compensation rate for periods during which s/he is normally on the payroll.

1. Short-Term Disability Leave for Illness

- a. Full-time members of the bargaining unit who are on the payroll shall receive full compensation (one ninth of the academic year compensation per month for nine-month employees) for periods of disability of up to one month plus an additional number of months equal to the number of years of service completed, the total of such benefits shall not exceed in any twelve-month period: 44 working days after one year of employment but no more than two years of employment; 66 working days after two years of employment but no more than three years of employment, 88 working days after three years of employment but no more than four years of employment, 110 working days after four years of employment but no more than five years of employment, and 132 working days after five years of employment. Persons who enter the bargaining unit after July 31, 1986, who have an accumulated sick bank acquired under an accrual system at Wayne State University will have the number of days in their old sick bank added to the 22 short-term disability days to which they are entitled as members of the bargaining unit—the total not to exceed 132 days. The former sick bank will be canceled.

Short-term disability benefits shall accrue to fractional-time members in proportion to the fraction of time worked. Nine-month bargaining-unit members on the summer payroll who become disabled during the summer will begin receiving short-term disability compensation at the time the disability occurs. The disability compensation will be at the summer rate and will not extend beyond the period of the summer appointment. If the bargaining-unit member is still disabled at the beginning of the Fall Term s/he may continue on short-term disability in the normal manner. Bargaining-unit members shall be responsible for promptly notifying their department chair, dean, or immediate supervisor of each day of illness absence.

- b. Any member of the bargaining unit, as defined in 1.a, must provide, when requested by his/her direct supervisor, a release-to-return-to-work form from his/her attending physician if surgery has been performed, or if s/he has been absent for five consecutive business days. The University may require additional medical reports by the bargaining-unit member's physician to be filed periodically, regardless of the number of consecutive days of absence, and the bargaining-unit member may be required to take periodic medical examinations given by (or authorized by) the Employee Health Services of the University Health Center or by a physician mutually agreeable to the University and the member.
- c. Any member of the bargaining unit who has undergone surgery, who has been hospitalized, or who, because of illness, has been absent over a period of fourteen consecutive calendar days may be required to take and pass a medical examination given by (or authorized by) the Employee Health Services of the University Health Center before s/he may return to work.
- d. Any member of the bargaining unit, as defined in 1.a, who has five or more years of continuous full-time service in the bargaining unit and who has exhausted his/her short-term disability bank and vacation days and for whom there is a likelihood for eligibility for long-term disability insurance benefits, shall be maintained on the University payroll at one-half compensation for the remainder of the six-month short-term disability period.
- e. A bargaining-unit member who has been on short-term disability leave and has medical approval from his/her physician and subject to the limitations of XIII.C.1.c may return to work on a fractional-time basis. S/he shall receive fractional compensation for the work performed and the appropriate fractional-time short-term disability benefit for the time that s/he has remaining in his/her short-term disability bank.

2. Mandatory Sick Leave

In the event that there is sufficient evidence, as determined by the Employee Health Services of the University Health Center or some other health service mutually agreed to by the University Administration and the Association, to indicate that a member of the bargaining unit is suffering from a physical and/or mental illness or disability sufficiently serious to affect materially such person's ability to properly fulfill the duties and responsibilities of his/her position, the person may be placed on mandatory sick leave. Decisions made by the University Administration under this contract provision shall be subject to the grievance procedure entering at Step One.

3. Personal Emergencies

- a. Each day of absence for a personal emergency as provided in this section shall be deducted from the short-term disability bank, as described in Section 1.a above, and shall be reported on the University's official Time/Exception Report.
- b. A member of the bargaining unit shall be given a leave of absence with pay of not more than five days in the event of the death of a member of the immediate family. "Immediate family" is defined as: spouse, domestic partner, parent, sibling, child, grandparent, parent-in-law, domestic partner's parent, sibling-in-law, domestic partner's sibling, child-in-law, domestic partner's child, and grandchild or domestic partner's grandchild. Other persons shall be considered members of the immediate family only if living in the immediate household.
- c. A member of the bargaining unit shall be given a leave of absence with pay of not more than five consecutive working days for emergency care of a seriously ill or injured member of the immediate family (as defined above).
- d. A member of the bargaining unit may be granted an additional five days leave to be charged as described in 3.a for emergency situations arising under 3.b or 3.c at the request of the unit

administrator and with the approval of the President or his/her designee. A negative decision for such a request is not subject to the grievance procedure.

- e. After six months of service, a member of the bargaining unit may take up to two days for personal reasons during a fiscal year (October 1 to September 30). One additional day for personal reasons shall accrue for those with more than ten years of service. Sufficient prior notice shall be given to the unit administrator prior to taking a personal leave day. It shall be the responsibility of the bargaining-unit member to discuss with the unit administrator coverage of the bargaining-unit member's essential duties during the period of absence.

4. Civic Obligations

a. Court and Related Duties

Any member of the bargaining unit who must be absent from his/her regular duties by reason of jury duty shall receive compensation from the University equal to the difference between his/her regular University compensation and the amount received by the member for serving, and the University shall continue his/her fringe benefits based upon his/her full University salary. The University shall not request a change in the dates of jury duty assignments of a nine-month bargaining-unit member outside of the nine-month contract period nor request a change within the nine-month contract period without the written consent of the member. No nine-month bargaining-unit member who is called for jury duty outside of the nine-month contract period shall request a change in the dates of jury duty to duties within the period of his/her nine-month assignment, except with the approval of the President or his/her designee.

It shall be the responsibility of the bargaining-unit member to discuss with the unit administrator the bargaining-unit member's essential duties that need to be performed during the period of absence.

b. Short-Term Military Leave

Any member of the bargaining unit required to perform unexpected military obligations during his/her regular University assignment (not including persons inducted into military service under the selective service laws or in attendance at regularly scheduled military reserve or National Guard training programs, including summer training camps) shall be granted short-term military leave not exceeding thirty days.

Such a person shall receive compensation from the University equal to the difference between his/her regular University compensation and the amount received by the member for military service, and the University shall continue to pay the normal University subsidy of fringe benefits even though the bargaining-unit member may not be eligible for life insurance, medical insurance, or disability insurance while on military leave.

D. Parent Leaves of Absence

It is recognized that a flexible and effective parent leave program can facilitate professional continuity for faculty and academic staff. In this spirit, the following options are available for members of the bargaining unit:

1. Short-Term Disability Leave

For actively employed members of the bargaining unit, absences due to a temporary illness caused or contributed to by pregnancy, childbirth and/or recovery therefrom, shall be covered under Short-Term Disability Leave for Illness as specified in Section C.1 of this Article.

2. Modified-Duties Assignment for Childbearing and Child Care Responsibilities

- a. With prior approval, a member of the bargaining unit who has primary responsibility for the care of an infant for the period before and/or immediately following birth of a child or adoption of a child under age five, may be granted a semester of reduced duties in order that the parent can prepare and/or care for the infant or child.
- b. The duration of the modified-duties assignment may not exceed fifteen weeks, including the anticipated short-term disability leave for pregnancy, childbirth and recovery there from, and should normally coincide with the beginning and ending dates of the semester. Whenever possible, requests for modified-duties status should be submitted in writing to the dean/director/vice-president at least two months prior to the start of the requested leave and must include a certified statement by the bargaining-unit member certifying that s/he is assuming primary responsibility for the care of an infant or child.
- c. A modified-duties assignment may take two forms. For a modified-duties assignment in which the equivalent of a full workload is performed, no adjustment in compensation or future assignments may be required. For a modified-duties assignment in which a reduced workload is arranged, some adjustment in compensation, up to \$3,000, and/or in-load teaching or other assignments as described in D.2.e, may be required. It is the responsibility of the bargaining-unit member to work with the dean/director/vice-president to develop an acceptable modified-duties plan. Conditions and responsibilities of the modified leave status must be approved by the President or his/her designee.
- d. During that portion of the semester that they are not away on short-term disability leave, bargaining-unit members on modified-duties status will be expected to carry out their professional responsibilities as stipulated in the arrangements made with the dean/director/vice-president.
- e. Faculty whose modified-duties assignment involves a reduction in teaching load must teach, on an in-load basis, additional courses equivalent to the greater of one course or one-half of the teaching responsibilities they would have had during the semester of modified-duties status. Academic staff whose modified duties assignment involves a reduction in workload must arrange a plan with their unit administrator for additional in-load assignments. Such additional teaching or other assignments shall occur within the next three semesters following their return from modified-duties status. This requirement for additional teaching and other assignments may be waived by the President or his/her designee where the modified-duties plan is the equivalent of a complete workload.
- f. Bargaining-unit members on subsidy-conditioned appointments may apply for modified duties when the granting of the duties would not be detrimental to the fulfillment of the external grant or contract.
- g. If in the opinion of a bargaining-unit member and the Association, the bargaining-unit member improperly has been denied modified duties, a Step One grievance may be filed for the purpose of requesting a reconsideration. After the Step One meeting, the decision to grant a reconsideration will be at the discretion of the President or his/her designee.

3. Parent Leave of Absence without Pay

A member of the bargaining unit who wishes to cease work for reasons other than for medical necessity may apply, if eligible, for a leave of absence without pay under Section A of this Article.

4. Temporary, Fractional-Time Appointments

Temporary, fractional-time appointments may be requested.

5. Tenure or Employment Security System Interruption

A member of the bargaining unit who has primary responsibility for an infant or young child may request that a maximum of one year be excluded from the countable years of service that constitute that bargaining-unit member's probationary service for tenure or employment security status. The request must include a certified statement by the bargaining-unit member that s/he is assuming primary responsibility for the care of an infant or child. Only one year may be excluded for child rearing from the countable years of service that constitute an individual's probationary period regardless of the combination of circumstances. The request must be in writing and must be approved by the unit administrator and by the President or his/her designee.

E. Reporting of Absence

A member of the bargaining unit shall report each day of absence from the University. Specifically, vacation, illness (short-term disability), mandatory sick leave, bereavement leave, parent leave, jury duty, and military leave, shall be reported in a timely fashion on the official Time/Exception Report.

A member of the bargaining unit shall discuss with the designated person in his/her academic unit teaching obligations and/or other essential duties that will be affected by absence from the University for any of the reasons set forth in Sections C.4.a, C.4.b, and D of this Article.