

AAUP-AFT
THINGS WORTH KNOWING
Contractual Provisions for Leave Related to Parenting

Most of the contractual provisions related to parenting are in **Article XIII** (p. 39) of the WSU/AAUP-AFT. It includes provisions for:

- Paid medical leave (referred to as “short-term-disability leave” in the contract) used when recovering from childbirth or if bedrest is needed beforehand,
- Paid Personal emergencies days when needed to care for a seriously ill or injured immediate family member, (days are deducted from the illness bank / short-term disability leave bank)
- Two to three personal days per fiscal year (also deducted from the illness bank / short-term disability leave bank)
- “Modified duties” arrangements for childbearing or child care responsibilities, Tenure or ESS clock interruption so that a new parent can get an additional year to achieve tenure or ESS

Short-Term Disability Leave (Article XIII.C.1, p. 48 and Article XIII.D.1, p 52):

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

- Full-time members of the bargaining unit who are on the payroll shall receive full compensation (one-ninth [1/9th] of the academic year compensation per month for nine (9)-month employees) for periods of disability of up to one (1) month plus an additional number of months equal to the number of years of service completed until the 5th year anniversary for a maximum of 6 months (132 days or 990 hours) of paid time off.
- Short-term disability benefits shall accrue to fractional-time members in proportion to the fraction of time worked.
- Short-term disability replenishes on the anniversary of the hire in date.
- The University typically allows for 8-weeks off for the recovery from childbirth whether it’s a natural or cesarean birth.

Personal Emergencies / Special Needs Days (Article XIII.C.3.c & d, p. 51)

These provisions allow use of short-term disability leave days to provide paid time off to care for an immediate family member with a serious illness or injury. It states:

- c. A member of the bargaining unit shall be given a leave of absence with pay of not more than five (5) 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 (5) 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.*

“Immediate family” is defined as:

spouse, OEP, parent, sibling, child, grandparent, parent-in-law, OEP’s parent, sibling-in-law, OEP’s sibling, child-in-law, OEP’s child, and grandchild or OEP’s grandchild. Other persons shall be considered members of the immediate family only if living in the immediate household.

Any Purpose Days / Personal Days (Article XIII.C.3.e, p. 51)

The contract provides for 2 to 3 personal days at states:

- e. *After six (6) months of service, a member of the bargaining unit may take up to two (2) days for personal reasons during a fiscal year (October 1 to September 30). One (1) additional day for personal reasons shall accrue for those with more than ten (10) 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.*

Modified-Duties Assignment for Childbearing & Child Care (Article XIII.D.2, p 52-53)

This provision states:

- a. *With prior approval, a member of the bargaining unit who has significant 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 six (6) 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 (15) weeks, including the anticipated short-term disability leave for pregnancy, childbirth and recovery therefrom, 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 (2) 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 (2) 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 three thousand dollars (\$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 and who have not had an adjustment in compensation as per D.2.c must teach, on an in-load basis, additional courses equivalent to the greater of one (1) course or one-half (1/2) 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 (3) 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.*

Tenure or ESS Interruption (Article XIII.D.5, p. 54) states:

A member of the bargaining unit who is a significant care giver for an infant or young child, or a severely ill and/or injured parent, or who has experienced a serious and/or disabling medical condition (as defined by the Americans with Disabilities Act or the Family and Medical Leave Act) personally or within the family may request that a maximum of one (1) 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 a significant caregiver for an infant or child or parent, or has experienced a qualifying medical condition personally or within the family. Only one (1) 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, and a copy of the approval must be forwarded to the Association. The Association will be informed by the President or his/her designee of all such approvals. In the case of requests for stopping the clock for other professional reasons, the bargaining-unit member may appeal in writing through his/her chair/director and dean to the President or his/her designee, who will seek the concurrence of the Association.