

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.

AAUP-AFT: Legal and Contractual Rights to Leave

FMLA & ART XIII

| | I-----Law-----I | I-----Contract-----I | | | |
|-------------------------|---|--|---|--|---|
| | FMLA | (A) Unpaid Leaves | (B) Paid Professional Leaves | (C) Leaves of Absence With Pay | (D) Parent Leave of Absence |
| Absences covered | Leaves/absences to care for spouse, child, parent or self when experiencing a "serious health condition." For further info on FMLA see: www.dol.gov/esa/whd/fmla/ | Leaves "for professional objectives or for personal reasons (including illness or accident)" ...and military leave" XII.A.1 | 1. Authorized Short-Term Absences (ASTA); - for professional activities related to University responsibilities 2. Sabbatical (SAB) - for those w/ tenure or on tenure track 3. Released Time (RT): - for Academic Staff to work on "an appropriate" professional development project | 1. Short-Term Disability (STD) 2. Mandatory Sick Leave (MSL) - Employees may be required to take sick leave if a physical or mental illness "materially" affects duties. 3. Personal Emergencies (PE) a. Personal emergencies - 3b,c,d deducted from STD bank b. Death in immediate family* c. Care for immediate family* d. 5 day extension for 3b & 3c e. Any purpose days (APD) 4. Civic Obligations (CO) a. Court & related duties (JD) b. Short-term military (STM) | 1. Short-Term Disability – Pregnancy Related (STD-P) - for temporary illness due to pregnancy 2. Modified Duties Assignment (MDA) - for "primary" care giver of newborn or adopted child under 5 years. 3. Unpaid Parental Leave (UPL) (See "(A) Unpaid Leaves") 4. Temporary Fractional Time (TFT) 5. Tenure / ESS Interruption - primary care giver of infant or young child can have up to 1 year excluded from Tenure/ ESS clock |
| Length | 12 weeks / 450 hours (37.5 x 12) in 12-month leave year | Up to 1 year with a 1 year extension <u>Military Leave</u> Under the federal law Uniformed Services Employment and Reemployment Rights Act (USERRA), military leave must be available for up to 5 years. For more info see: www.dol.gov/vets/ | 1. (ASTA) Up to 30 working days 2. (SAB) 1 or 2 consecutive semesters 3. (RT) Up to 1 day per week for up to 15 weeks per year | 1. (STD) Time off as necessary. 1 month (22 days) + 1 month per each year of service up to 132 working days (6 months). 2. (MSL) Same as above 3. (PE) ----- 3.b. 5 days; 3.c. "not more than 5 consecutive working days"; 3.e (APD) 2 per fiscal year (10/1 – 9/31); 3 after 10 years of service. 4.a. (JD) Length or jury duty 4.b. (STM) up to 30 days | 1. (STD-P) Time off available as necessary. One month (22 days) + additional month per each year of service up to 132 working days. 2. (MDA) Up to 15 weeks including time off for pregnancy related STD. 3. (UPL) Up to 1 year with a 1-year extension. 4. (TFT) No length of time stipulated 5. Up to 1-year can be excluded from Tenure/ESS clock |

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| | FMLA | (A) Unpaid Leaves | (B) Paid Professional Leaves | (C) Leaves of Absence With Pay | (D) Parent Leave of Absence |
|--------------------|---|---|---|---|--|
| Eligibility | <ul style="list-style-type: none"> • 1 year of service with the employer (does not have to be continuous). • Employer is covered by FMLA <ul style="list-style-type: none"> - any public employer - private w/ 50+ employees • Employee must have 1250 hours "actually worked" in 12 months preceding leave. • 50 employees within 75-mile radius. | <p>"...shall have had one year of continuous, full-time service in the bargaining unit."</p> <p>The one-year requirement may be waived.</p> | <ol style="list-style-type: none"> 1. (ASTA) None stipulated 2. (SAB) Academic Staff & Faculty with tenure or on tenure track; must serve 6 or 12 semesters at full-time since initial appointment or last sabbatical. Limited to 7% of unit at a time. 3. (RT) Limited to 7% of academic staff at a time. This can be waived by a nine-member university committee. | <ol style="list-style-type: none"> 1. (STD) Full-time and fractional time employees on the payroll. 2. (MSL) Same as above 3. (PE)—— 3b,c,d. any member of the bargaining unit is eligible 3(e). (APD) must have 6 months of service for 2 days; 10 years of service for additional 3rd day. 4a. (JD) any bargaining unit member who must be absent from regular duties for Jury Duty. 4b. (STM) Any member of bargaining unit required to perform "unexpected" military duty. | <ol style="list-style-type: none"> 1. (STD-P) Any actively employed member of the bargaining unit temporarily absent due to pregnancy; 2. (MDA)- Bargaining unit member who has primary care responsibilities for newborn or adopted child under age 5. 3. (UPL) – Any bargaining unit member. 4. (TFT) – None stipulated 5. Tenure/ESS Interruption: Available to any bargaining unit member |
| Application | <p>Law: Verbal notification to employer – do not need to mention FMLA. If the leave is foreseeable may be required to follow employer policy.</p> <p>WSU Policy: submit the written request to immediate supervisor or Employment Services (if confidentiality is desired).</p> | <p>Submit written application to dept chair or immediate supervisor stating the reasons for the leave, the period of absence and date of return.</p> <p>For military leave apply directly through the Provost's office. Report on official Time/Exception Report "in a timely fashion."</p> | <ol style="list-style-type: none"> 1. (ASTA) file w/chair or dean/director/V-P; work with dean/director/chair/V-P to arrange coverage of essential duties. 2. (SAB) Submit application as per XIII.B.2.b. to chair or equivalent administrator by 11/15 of the year preceding the academic year of leave. 3. (RT) Apply to unit administrator, present an "appropriate" project for professional development | <ol style="list-style-type: none"> 1. (STD) "Promptly" notify chair, dean, or immediate supervisor each day of absence & submit "timely" Time/ Exception Report . 2. (MSL) - N/A 3. (PE) Submit Time/ Exception Report in "timely fashion"; request extension of 3.b & 3.c to unit administrator 4. (JD) & (STM) Report absence on official Time/ Exception Report In "a timely fashion." & Discuss w/ unit administrator essential duties affected by absence. | <ol style="list-style-type: none"> 1. (STD-P) Same as (STD) 2. (MDA) written requests to dean/director/V-P; must include certified statement that employee is assuming primary responsibility for childcare. 3. (UPL) Written request to dept chair or immediate supervisor stating reasons for leave, period of absence and return date. 4. (TFT) None stipulated 5. Tenure/ESS Interruption Written request to unit administrator; must include certified statement that employee is assuming primary responsibility for childcare. |

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| | FMLA | (A) Unpaid Leaves | (B) Paid Professional Leaves | (C) Leaves of Absence With Pay | (D) Parent Leave of Absence |
|---------------------------------|---|--|---|---|--|
| Notification Time-Limits | As soon as "practical"- <u>Unforeseen absence</u> 2 (two) business days after absence <u>Foreseen absence</u> 30 days or if impossible 2 business days from when you learn of need for leave. | No time frame given for initial request. 90-day notice required for extension. | 1. (ASTA) - At least 2 (two) weeks prior notice. - At least 3(three) weeks prior notice if out of the country. 2. (SAB) Apply by 11/15 of the year preceding the academic year of leave. 3. (RT) No time frame given | 1. (STD) "Promptly" notify chair, dean, or immediate supervisor of each absence; submit Time/Exception Report in "timely fashion" 2. (MSL) Submit Time/Exception Report submitted in "timely fashion" 3. (PE) Same as 2. (APD-3.e) also requires "sufficient prior notice" to unit administrator and discussion of coverage of essential duties. 4. (JD) & (STM) Same as 2 | 1. (STD-P) "Promptly" notify chair, dean, or immediate supervisor of each absence; submit Time/Exception Report in "timely fashion" 2. (MDA) "Whenever possible" submit written request 2 months prior to leave. 3. (UPL) at least 2 weeks prior notice 4. (TFT)-no time frame stipulated 5. (T/EI)-no time frame stipulated |
| Approval Process | FMLA leave is an entitlement. If you meet the eligibility requirements, and your absence is covered, you are entitled to the time off. If the employer interferes with your rights they violate FMLA. An employer may require that your doctor complete an FMLA medical certification form to determine the existence of a "serious health condition." | Upon the recommendation of the department chair or immediate supervisor and subject to the concurrence of the dean, director or vice-president, the President or designee may grant the leave. | 1. (ASTA) Approval by President or designee 2. (SAB) Applications evaluated by chair/director/ V-P and in units w/tenure committee, by a committee designated by the unit. Evaluations & applications forwarded to President or designee by 12/15. Also evaluated by University Sabbatical Leaves Committee. Applicant notified by 3/1. 3. (RT) Approval of unit administrator; approval of President or designee required if more than 7% of Academic Staff on RT. | 1. (STD) – No approval process stipulated. 2. (MSL) – No approval process stipulated. 3. (PE) – No approval process stipulated. 4. (JD) & (STM) – No approval Process stipulated. | 1. (STD-P)) – No approval process stipulated. 2. (MDA) – Conditions and responsibilities of the modified leave status must be approved by the President or designee. 3. Same as "(A) Unpaid Leaves" 4. (TFT) No approval process stipulated 5. (T/EI) Must be approved by unit administrator and by President or designee. |

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| | FMLA | (A) Unpaid Leaves | (B) Paid Professional Leaves | (C) Leaves of Absence With Pay | (D) Parent Leave of Absence |
|---------------------------|---|--|---|--|--|
| Pay & Benefits | <p>Employee may elect to cover absence with vacation, personal days, or if applicable short-term illness days.</p> <p>Continuation of group health insurance. Must still pay co-pays on premiums. Upon return from leave Other benefits have to be reinstated as they were prior to taking leave.</p> | <p>Must pay full cost of health and life insurance premium while on unpaid leave.</p> <p>Payroll deductions in effect prior to the leave shall be reinstated: life insurance, health insurance, retirement, dues, and tax.</p> <p>Long-term disability insurance coverage shall be extended for those who are eligible (3 years or 1 year w/ tenure) & engaged in full-time study of advanced degree or active work in field of education or research.</p> <p>Upon return will receive any negotiated pay increases.</p> | <p>1. (ASTA) Full pay with continuation of benefits.</p> <p>2. (SAB) 100% to 80% of pay depending on circumstances. See XIII.B.f.; Continuation of benefits; some limits on vacation days for 12-month Employees</p> <p>3. (RT) Full pay with continuation of benefits.</p> | <p>1. (STD) Full pay with continuation of benefits.</p> <p>2. (MSL) Full pay with continuation of benefits.</p> <p>3. (PE) Full pay with continuation of benefits.</p> <p>4.a. (JD) receive pay equal to the difference between regular and Jury Duty pay; continuation of benefits.</p> <p>4.b. (SML) 30 days compensation equal to difference between regular and military pay; continuation of benefits for 30 days</p> | <p>1. (STD-P) Full pay with continuation of benefits.</p> <p>2. (MDA) Continuation of benefits - If performing full workload with modified assignment, no change in pay or future assignments required. - If performing a reduced workload reducing in pay up to \$3000 or adding additional assignments later.</p> <p>3. (UPL) See "(A) Unpaid Leaves"</p> <p>4. TFT – Pay at reduced rate; continuation of benefits if working 50% or more.</p> <p>5. (T/EI) N/A</p> |
| Return From Leave | <p>Simple letter from your healthcare provider stating you are able to return from leave.</p> <p>The employer may not require you to use more FMLA leave than is needed.</p> <p>If FMLA time is still available, employee can work on part-time basis if healthcare provider certifies it is "medically necessary."</p> | <p>Considered voluntary quit if you fail to return after leave expires.</p> <p>Delay for returning early.</p> <p>If out for medical reasons must complete a medical questionnaire.</p> | <p>1. (ASTA) No requirements stipulated</p> <p>2. (SAB) If employee must return for at least 2 semesters or repay compensation paid while on leave.</p> <p>3. (RT) No requirements stipulated</p> | <p>1. (STD) Release-to-return-to-work form If surgery performed or out more than 5 consecutive business days; additional medical reports and exams may be required; If hospitalized or absent due to illness for more than 14 consecutive calendar days may be required to pass a medical examination.</p> <p>2. (MSL) Same as above</p> <p>3. (PE) No requirements Stipulated</p> <p>4. (JD) (SML) No requirements Stipulated</p> | <p>1. (STD-P) Same as STD</p> <p>2. (MDA) No requirements Stipulated</p> <p>3. (UPL) See "(A) Unpaid Leaves"</p> <p>4. TFT – No requirements stipulated</p> <p>5. (T/EI) N/A</p> |
| | FMLA | (A) Unpaid Leaves | (B) Paid Professional | (C) Leaves of Absence | (D) Parent Leave of |

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| | | | Leaves | With Pay | Absence |
|---------------|-----------------------|-------------------------------|---|--|--|
| Appeal | Grievance or law suit | None stipulated/discretionary | 1. (ASTA) None stipulated/ Discretionary 2. (SAB) None stipulated / if procedures not adhered to can grieve violation of process 3. (RT) Failure to approve leave is not grievable | Denials under this section are subject to the grievance procedure. | 1. (STD-P) Denials subject to the grievance procedure. 2. (MDA) A step one grievance may be filed to request reconsideration. After the Step 1 the decision is at the discretion of President or designee. 3. (UPL) None stipulated/ discretionary 4. (TFT) None stipulated/ discretionary 5. (T/EI) None stipulated/ discretionary |

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