

ARTICLE 14 LEAVES OF ABSENCE WITH PAY

Section 1. Compensation. Faculty members will receive compensation for all paid leave days equal to compensation received for a regular duty day, as described in this Contract. Accrual of all benefits (seniority, salary advancement, retirement, insurances, etc.) continues uninterrupted during any paid leave. Faculty members with partial or entirely online or distance learning assignments are expected to use paid leave exactly as required of onsite faculty. (See joint MSCF/Minnesota State letter – Appendix B).

Section 2. Communicating Absence. A faculty member who finds it necessary to be absent shall communicate with the state college official to whom the faculty member is responsible, in accordance with college policy, in advance whenever possible.

Section 3. Sick Leave. Upon initial employment each full-time faculty member shall be credited with twenty (20) days of sick leave allowance. At the beginning of the third academic year of employment and each academic year thereafter, each full-time faculty member shall be credited with ten (10) days of sick leave allowance to be used for approved absences necessitated by reason of illness or injury, by necessity for dental or medical care, by exposure to contagious disease so that attendance on duty may endanger the health of other faculty members or the public, or the illness of the faculty member's spouse, minor children, or parent, or spouse's parents, and other residents of the faculty member's household for such periods as the faculty member's attendance shall be necessary. Sick leave credited to a faculty member in advance is earned at the rate of ten (10) days per academic year. If a faculty member separates and has used more sick leave than has been earned, such faculty member shall reimburse the Employer for any such overpayment.

Subd. 1. Birth or Adoption Leave. A faculty member shall be granted up to five (5) days, charged against sick leave, for the birth of a child or placement of an adoptive or foster child.

Subd. 2. Accumulation of Sick Leave. Unused sick leave may be accumulated to a maximum of one hundred and twelve (112) days. Sick leave earned over the maximum will be considered lapsed but shall be recorded to the faculty member's credit. In the event that a faculty member with an illness exhausts the current accumulated sick leave and has lapsed sick leave recorded to the faculty member's credit, additional sick leave shall be granted by the college president upon valid medical documentation, to the extent required by the faculty member's illness, but not to exceed the total amount of lapsed sick leave.

Subd. 3. Maternity Use of Sick Leave. Sick leave may be used for maternity-related disability. The length of time shall be limited to the number of days that the attending physician certifies is maternity-related or the number of accumulated sick leave days, whichever is less.

Subd. 4. Sick Leave Usage. Sick leave may be taken in full day or one-half (1/2) day increments. Faculty who have accrued a fractional day other than one-half (1/2) day may also use that fractional day.

Subd. 5. Additional Sick Leave. One (1) additional day of sick leave allowance shall be credited to each faculty member for every multiple of twenty (20) days or every multiple of three (3) credits assigned during a summer session or as extra days. If less than full-time, it shall be prorated. No more than three (3) additional days shall be accrued per the provisions of this subdivision.

Subd. 6. Reinstatement of Sick Leave. A faculty member who is reinstated or re-appointed to the Minnesota State Colleges within four (4) years from the date of resignation or retirement may, at the Employer's discretion, have the accumulated but unused sick leave balance restored and posted to the faculty member's credit provided such sick leave was accrued in accord with the provisions of this Contract. However, upon reinstatement or rehire, a faculty member who received severance pay shall have sick leave restored in an amount equal to the sick leave balance not liquidated as severance pay at the time of separation or may buy back the total amount of sick leave previously paid off as severance by paying the college at the time of reinstatement or rehire the gross amount of dollars previously paid out.

Subd. 7. Sick Leave and College Closing. When a faculty member applies for and is granted sick leave and, on the day the sick leave is to be taken, the college is closed because of an emergency in accordance with Article 24, Section 1, the faculty member will be considered to have taken and used the sick leave applied for despite the subsequent emergency closure of the college. The faculty member's leave accumulation will be reduced accordingly.

Section 4. Bereavement Leave. A faculty member shall be granted up to five (5) days of approved leave as necessary for bereavement purposes. Bereavement leave of up to five (5) days shall not be deducted from sick leave in the event of death in the immediate family or of death of any individual who is named a beneficiary in the individual's retirement program. The term "immediate family" shall mean: spouse, parents, parents of spouse, guardian, children, grandchildren, brothers, sisters, grandparents or wards of the faculty member or of the faculty member's spouse or other residents of the faculty member's household. If additional bereavement leave is requested beyond the five (5) days for an "immediate family" member, the approved bereavement leave shall be deducted from sick leave. Upon consultation with the administration, bereavement leave for a faculty member for a person of a close relationship may also be approved and deducted from sick leave.

Subd. 1. Bereavement Leave and College Closing. When a faculty member applies for and is granted bereavement leave and, on the day the bereavement leave is to be taken, the college is closed because of an emergency in accordance with Article 24, Section 1, the faculty member will be considered to have taken and used the bereavement leave applied for despite the subsequent emergency closure of the college. The faculty member's five (5) days of bereavement leave will be reduced accordingly.

Section 5. Personal Leave. Each full-time faculty member shall accrue two (2) days of personal leave per academic year. Such leave shall be credited at the beginning of each academic year provided that the total accumulated personal leave does not exceed ten (10) days.

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A faculty member may use no more than three (3) days in any semester. However, if approved by the college president a fourth and/or fifth day may be used. Prior approval may only be required if more than ten percent (10%) of the faculty at a campus request personal leave on any given day.

Personal leave may be taken in full day or one-half (1/2) day increments. Faculty members who have accrued a fractional day other than a one-half (1/2) day may also use that fractional day.

Subd. 1. Personal Leave and College Closing. When a faculty member applies for and is granted personal leave and, on the day the personal leave is to be taken, the college is closed because of an emergency in accordance with Article 24, Section 1, the faculty member will be considered to have taken and used the personal leave applied for despite the subsequent emergency closure of the college. The faculty member's leave accumulation will be reduced accordingly.

Section 6. Pro-Rata. The provisions of Section 3. Sick Leave, Section 4. Bereavement Leave, and Section 5. Personal Leave, above shall apply on a pro-rata basis to all unlimited part-time and temporary part-time faculty members.

Section 7. Paid Parental Leave.

Subd. 1. Length of Leave. Paid parental leaves of absence of up to six (6) consecutive weeks shall be granted to eligible faculty members who request such leave following the birth or adoption of a child.

Subd. 2. Eligibility. Faculty members are eligible if they meet eligibility criteria for Family and Medical Leave Act ("FMLA") leave, which generally means the faculty member has been employed by the Employer for twelve (12) months and has worked at least 1,250 hours during the year immediately preceding the leave. Paid parental leave ("PPL") is available to faculty members who experience the following qualifying events:

- a faculty member or their spouse/partner gives birth to the faculty member's child;
- a child is placed in the faculty member's home for adoption; or
- a child is placed in the faculty member's home to adjudicate parentage in cases of surrogacy when the faculty members is the intended parent.

Subd. 3. Use. Eligible faculty members must complete PPL within six (6) months of the qualifying event. At the Appointing Authority's discretion, faculty members may be allowed intermittent or reduced schedule use of leave, which must be completed within twelve (12) months of the qualifying event. PPL not used within the required timeframe shall not be carried over or cashed out.

Subd. 4. Interaction with Other Leaves. Paid parental leave will run concurrently with any unpaid leave(s) that parents may be entitled to under other provisions of this Agreement or provided by law. Faculty members shall not receive other types of paid leave provided by this Agreement (e.g., sick, personal, etc.) for hours for which they are receiving PPL.

Section 8. Advanced Degree or Certification Leave. Upon application, a faculty member shall receive a leave of up to five (5) days to take written or oral exams for an advanced degree or certification.

Section 9. Legal Leave.

Subd. 1. Jury Leave. A faculty member shall be excused from work for jury service. For the duration of such leave the faculty member shall be paid his/her regular pay. The faculty member will retain payments received for jury service.

Subd. 2. Court Appearance Leave. Leave shall be granted for appearance before a court, legislative committee, or other judicial or quasi-judicial bodies in response to a subpoena or other direction of proper authority for job related purposes other than those initiated by the employee or the exclusive representative. Leave shall also be granted for attendance in court in connection with a faculty member's official duty, which shall include any necessary travel time. Such faculty member shall be paid his/her regular rate of pay but shall remit to his/her college the amount received, exclusive of expenses, for serving as a witness, as required by the court.

Section 10. Military Leave. Up to fifteen (15) working days leave per calendar year shall be granted to members of a reserve force of the United States or of the State of Minnesota and who are ordered by the appropriate authorities to attend a training program or perform any other duties under the supervision of the United States or of the State of Minnesota during the period of such activity.

Section 11. Accounting of Leave Status. The system office, through whatever Human Resources Information System (HRIS) Technology it then uses, shall make available electronically and provide faculty members with access to any leave accrual, usage, and balance information applicable to them on an individual basis.

Section 12. Leave Benefit Accumulations. Leave benefit accumulations accrued on the basis of service prior to the signing of this Contract shall be retained by the faculty member after such signing.