

ARTICLE XVIII: ANNUAL LEAVE AND LEAVES OF ABSENCE

Section 1. Teaching Faculty

The periods of annual leave for full-time teaching members of the faculty shall be from the day subsequent to Commencement or June 1, whichever comes first, until the first day of the following Fall semester orientation/registration or an equivalent period. The University may assign faculty during periods of annual leave to teaching or other duties normally fulfilled during the regular academic year if the performance of those duties during the periods of annual leave is essential to the University's instructional programs, governance or other institutional needs. The right of the University to assign work during periods of annual leave shall not be used as a subterfuge to negate annual leave.

Section 2.

Members of the faculty may request a leave of absence without compensation or fringe benefits for a period not to exceed one academic year. Time of leave of absence shall not accrue to the faculty member's seniority or eligibility for any benefit or privilege proceeding from accumulated service unless special permission is granted prior to the commencement of the leave. The faculty member may continue his/her fringe benefits at no cost to the University. Leaves of absence under this section are granted by the Chief Academic Officer upon recommendation of the Chair and Dean and are renewable at the discretion of the Chief Academic Officer, but in no case shall exceed two (2) consecutive years.

Section 3.

Members of the faculty elected or appointed as officers of the Union shall, upon proper application, be granted a special leave of absence without compensation or fringe benefits for the purpose of performing legitimate duties for the Union. Such leaves shall be granted for no less a period than one entire semester. Faculty members who are granted such leaves of absence shall not be credited for service with respect to annual salary increases.

Section 4.

Upon the request of a full-time faculty member, a leave-of-absence without compensation or fringe benefits (except as required by FMLA or other applicable Law) shall be granted for a period not to exceed one academic year for (1) the care of a newborn infant; (2) the care of any other member of the immediate family in medical need; or (3) adoption of a minor child. Time of leave of absence shall not accrue to the faculty member's seniority or eligibility for any benefit or privilege proceeding from accumulated service unless special permission is granted prior to the commencement of the leave. A leave granted under this section may be renewable. The faculty member may continue his/her fringe benefits at no cost to the University.

Section 5. Faculty Leaves

Adelphi University recognizes the need for family- friendly policies in the workplace. In addition to relevant federal and state statutes, the University, in order to promote such policies, will provide a number of leave opportunities for full time faculty members (hereinafter use of the word faculty shall mean “full time” faculty). In order to allow these leave opportunities to be utilized in as flexible a manner as possible, the University will allow faculty members to bank credit hours (work overload in a semester prior to the leave) and/or shift credit hours not worked during the semester a faculty member is on leave to future semesters. In addition, an untenured faculty member may extend his/her tenure period during his/her leave under certain conditions. Except as amended by the following provisions, all of the sections of the current Collective Bargaining Agreement between the parties relating to sick/disability leave and leaves of absence shall continue to apply.

1) General Provisions

- a. An untenured faculty member who utilizes any of the following leave opportunities may extend the tenure period for one year. This provision may be used a maximum of two times for a total extension of two years. If the faculty member wants to extend his/her probationary period, he/she must notify the University no later than one year from the commencement of his/her leave. Notice by a faculty member of an extension of the probationary period is irrevocable. However, this extension is not available if the final tenure review process has begun.
- b. During any period of sick/disability or unpaid leave faculty members shall not be required to engage in any University related activities including, but not limited to, teaching, research, service, advising, or attendance at meetings. In addition, faculty shall not be required to make up teaching or other responsibilities that would normally be carried out during the period of leave.
- c. All leave provided in this policy will run concurrently with Family and Medical Leave under the Family and Medical Leave Act (FMLA) of 1993. Doctor certification is required and must be provided to the Office of Human Resources.
- d. If a faculty member is absent due to a sickness/ disability or an unpaid leave of absence during part but not all of a semester, the credits that he/she will be required to teach during the period when the leave is not in effect will be determined by subtracting 1/15th of that semester’s total credit load for each week that he/she was sick/disabled or on unpaid leave. Workload credits will be rounded to the nearest whole number. Thus, if a faculty member is absent for eight weeks in a semester in which he/she was obligated to teach nine (9) credits, he/she would be required to teach or otherwise make up 4 credits (4.2 rounded to 4). For non-teaching assignments, the formula used will be eight hours of administrative work per week equals three credits.

- e. When a faculty member will be on leave as set forth in I.B. during the semester, he/she is not required to provide a substitute. The departmental chair or dean will initiate appropriate action.
- f. A faculty member who elects not to exercise one of the options set forth in III and IV below, but who wishes to return from leave in mid-semester will either resume his/her teaching duties or, if the administration determines that this is not in the best interest of the students, he/she will be given an appropriate assignment, subject to the approval of the faculty member sufficient to satisfy his/her course load, pro-rated for the period of time he/she was on leave as specified above. The union will receive copies of any such agreement in writing from the University within 15 workdays of the faculty member's approval of such an assignment
- g. A faculty member who teaches the first part of the semester but is on leave for the remaining part of the semester must leave or send all of the material in their possession necessary to determine final grades including, but not limited to, grades assigned prior to leave, any student papers, assignments and exams to the chair, or if no chair, to the dean.
- h. If a faculty member goes on leave before the student evaluations are completed, the student evaluations for that semester will not be considered in the faculty member's evaluation for contract renewal, promotion, tenure, or any increases in compensation.

2) Paid Leave for Disability

Adelphi University will provide up to six months of paid leave for faculty members who are sick/disabled, including but not limited to the disability related to the birth of a child. A health care provider must certify that the faculty member is unable to perform his/her duties and certification must be provided to the Office of Human Resources.

3) Unpaid Leave to Care for a Seriously Ill Family Member, a Newborn or Adopted Child

- a. For purposes of this agreement, family member shall include, child, parent, spouse or domestic partner.
- b. Documentation of the illness or disability and role as primary caretaker will be required by the University.

4) Alternatives to Unpaid Leave to Care for a Seriously Ill Family Member, a Newborn or Adopted Child

A faculty member who qualifies for a leave of absence under Article XVIII Section 4 may be paid for one full semester of such non-sick/disability leave, or any part thereof, by making up the time in any one of the following ways:

- using banked hours (hours previously taught for which the faculty member was not paid). A faculty member may bank up to three (3) credits or an equivalent for library faculty per semester to a maximum of nine (9) semester hours which can remain banked for up to three years. If the faculty member has not used those hours by the end of the three year period, he/she will be compensated at the over load rate that was in effect at the time the hours were earned. The faculty member may at any time choose overload compensation rather than banking hours. If compensation is chosen it shall be paid at the next time overload pay is disbursed, and/or
- shifting workload to the future (for a maximum of 6 credits). The time shall be made up within two semesters (Fall and Spring) following the faculty member's return from leave. Although a faculty member may not be required to make up owed time in the summer, if requested by the faculty member **and** approved by the chair, dean and provost teaching or library work may be done in the summer.

If the faculty member leaves the University prior to making up the classes or library work, the faculty member will be liable to pay back the University an amount equal to 10% of salary in effect at the time of leave, for each three (3) credit class or equivalent librarian work, and/or

- "buying back" time as described in Article XIV Section 2 (g) (voluntary workload reduction) of the Collective Bargaining Agreement, and/or
- if approved by the chair, dean, and provost and accepted by the faculty member taking an assignment of administrative work. Administrative work will be credited toward workload using the formula outlined in Article XIV Section 2 (c) of the Collective Bargaining Agreement.

5) According to the language of Article II Section 8 of the Collective Bargaining Agreement the Union will be notified of any faculty member taking leave under the provisions of this policy within 15 workdays of the commencement of such leave.

Section 6.

In addition to other leaves which may be available under this Agreement (and not as part of Release Time allocation under Article XV Section 6), the University shall make available three credits of Release Time to each Faculty Member during the semester in which such faculty member becomes a parent through the birth/adoption of a child (or, at the option of the Faculty Member, the semester following such birth/adoption). However, this Section 6 shall “sunset” on August 31, 2014.