

## UMS to AFUM MEPL 11/5/21 v2

### AFUM CBA – ARTICLE 19

#### D. FAMILY, SICK AND DISABILITY LEAVE

1. For purposes of this contract, “disability leave” and “sick leave” are synonymous. Unit members shall earn one and two-thirds (1 2/3) days of disability leave for each monthly pay period, or major portion thereof, of employment. Beginning on July 1, 2019, all newly hired unit members will have twenty (20) days of disability leave available to them upon their start date. After their first full year of employment, disability leave will be accrued monthly.
2. Unit members on academic year appointments may accumulate disability leave up to a maximum of one hundred fifty (150) days; those on fiscal year appointments may accumulate up to a maximum of one hundred eighty (180) days effective July 1, 1990. Unit members on 10.5-month appointments may accumulate disability leave up to a maximum of one hundred seventy-five days. Where retirement plans applicable to unit members permit service credit for accumulated disability leave, unit members may accumulate additional days of disability leave for such retirement purposes only if such credit is granted at no cost to the University.
3. The University shall provide each unit member with an annual statement showing disability days earned, utilized and accumulated. This statement shall be furnished to unit members within sixty (60) days after the execution date of the Agreement and thereafter during the month of October of each year.
4.
  - a. A unit member who is unable to perform duties because of a disability may use any and all accrued leave credits. A "disability" shall be defined as any physical or mental impairment of health, including an impairment resulting from pregnancy, which disables a unit member from the full and proper performance of duty. ~~The first forty (40) hours of leave used each year may be used for any reason, including unscheduled emergencies.~~ Members may utilize up to 40 hours of leave per year for any reason, including emergencies.
  - b. A unit member must report disability leave for those days during which, due to disability, the unit member is unable to be on campus or other appropriate job site for classroom teaching or other assigned activities. A continuous period of disability leave commences with the first day of absence and includes all subsequent days until the unit member returns to work. For this purpose, Saturdays, Sundays and in the instance of fiscal year appointees, official holidays observed by the University shall not be counted. Unit members on disability leave during the period of either administrative holidays or official University holidays observed on the campus academic calendar shall not be charged disability leave for that period.
  - c. A unit member may use up to a total of sixty (60) days accrued disability leave each fiscal year for absences resulting from the need of the unit member to provide care for newborn or newly adopted infants, for the adoption of a child, and/or the care of children, spouse, or parent where the nature of the illness or family condition is such the unit member must be available to care for the family member

Provided all accumulated leave has been used, a unit member shall, upon written request be advanced up to twenty (20) days of sick leave.

Upon the unit member's return to work, the amount of sick leave advanced shall be repaid by the unit member on a monthly basis at the rate of one-half (1/2) of any future amounts accumulated until such time as the advance has been repaid. Any outstanding balance shall be repaid by the unit member at the time of separation.

- d. The Memorandum of Understanding entitled “Alternatives to Teaching Duties Associated with the Birth or Adoption of a Child” (Appendix K) currently in effect at the University of Maine shall be extended to all Unit members at all Universities. Prior to the expiration of this agreement, the parties shall receive a report on the effectiveness of this program.
    - e. A unit member may use up to five (5) days disability leave in each occurrence of death of a member of the unit member's family in order to attend the funeral and/or to matters related to the death. Proper notice of the unit member's absence for this purpose shall be provided by the unit member to the chief administrative or his or her designee.
  5. If a unit member's absence due to disability or other use of disability leave exceeds five (5) consecutive days or becomes habitual, the University may, by submitting a request in writing, require the unit member to furnish verification of the disability or the equivalent evidence to substantiate use of disability leave for family illness, injury or death. The unit member shall have ten (10) days to comply with the request.
  6. If the chief administrative officer has a reasonable belief, based upon objective evidence, that a Unit member is unable to perform assigned duties due to a medical condition, the chief administrative officer may place the unit member on administrative leave with pay and require the unit member to submit to a medical examination by a physician chosen and paid by the University, or if the unit member desires, by a physician chosen and paid by the unit member who is acceptable to the University and who shall submit a report to the University. If the medical examination confirms that the unit member is unable to perform assigned duties, the chief administrative officer shall place the unit member on compulsory disability leave at which time the unit member shall be notified in writing of the conditions under which the unit member may return to work. A unit member who is placed on compulsory disability leave shall be required to exhaust all leave credits prior to being placed on leave without pay. Application for total disability benefits must be made if the medical prognosis indicates a disability of qualifying duration.
    - a. If a unit member's absence due to disability exceeds three (3) months, the unit member may be required to apply for long-term disability benefits. Such requests shall be in writing. The unit member shall have thirty (30) days to comply with the request.
    - b. If a unit member receives both disability benefits and disability leave pay for the same period of time, the unit member shall repay the disability leave pay to the University. The unit member and the University may agree to a repayment schedule to avoid extreme personal hardship.
  7. If the unit member is unable to return to work at the end of a compulsory leave period or after exhausting accumulated disability or vacation leave, based on a current medical certification obtained as described in Section D, paragraph 6, of this Article, the chief administrative officer may after consultation with the unit member:
    - a. extend the leave without pay pending determination of eligibility for total disability benefits; or
    - b. extend the leave without pay for up to one (1) year if the University deems such leave to be justified and not detrimental to the operation of the University and medical evidence indicates the possibility of a return to employment at that time.

When either of the above conditions have been met and the unit member is still unable to return to work the chief administrative officer may:

- a. request the unit member's resignation; or
- b. terminate the unit member's employment.

8. In the event of the death of a unit member on an academic year appointment, the University shall pay to his/her estate an amount equal to one-sixth (1/6) his/her annual salary or accrued salary, whichever is greater.
9. In the event that eligibility for total disability benefits has not been determined by the first day of the month following six (6) consecutive months of total disability, a unit member may continue to use accumulated disability leave days until disability leave has been exhausted or the unit member has been determined to be eligible for total disability benefits, whichever occurs sooner. Upon commencement of long term disability payment, an employee must re-pay any disability leave paid by the University for any period of time beyond the six (6) month elimination period to when long term disability benefits were approved.
10. In the event the unit member is placed on leave without pay due to disability, and has applied for long term disability, he or she may make a written request to the appropriate supervisor for an advance of disability leave, provided all other accumulated leave has been used. The supervisor shall forward the request with his / her recommendation to the campus President or designee. The President or designee may receive other recommendations regarding the request from such individuals determined to be appropriate. The President or designee shall have the sole discretion to accept or reject the request, and his / her decision shall be final and shall not be grievable. Upon the unit member's return to work, the amount of sick leave advanced shall be repaid on a monthly basis at the rate of one-half (1/2) of any future amounts accumulated until such time as the balance has been repaid. Any outstanding balance shall be repaid by the unit member at the time of termination. The employee who receives long term disability pay and is able to work part-time shall be allowed to use accrued disability leave to supplement their pay. Accrued disability leave may be applied to the difference between the employee's base pay and what the employee receives through LTD payments and their part-time wages.

~~10.11.~~ The Parties agree that the language in 4(a) satisfies the Maine Earned Paid Leave (MEPL) statute and acknowledge that the leave provided in this provision exceeds the requirements of the Maine Earned Paid Leave statute.

TA 11/15/2021

AFUM

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