AGREEMENT BETWEEN THE BOARD OF TRUSTEES, THE UNIVERSITY OF MASSACHUSETTS TEAMSTERS LOCAL UNION NO. 25, INTERNATIONAL BROTHERHOOD OF TEAMSTERS DATED July 1, 2006 – June 30, 2008

Teamsters Local 25 Medical Leave

**Article 9**

**Leave**

Section 1. Sick Leave

 (a) Effective June 30, 1996, a full-time employee shall accumulate sick leave with pay credits at the rate of one work day for each full payroll month of employment for a total of 12 days per year. An employee on any leave with pay or industrial accident leave shall accumulate sick leave credits.

 (b) A regular part-time employee shall accumulate sick leave credits in the same proportion that his/her part-time service bears to full-time service.

 (c) Sick leave shall be granted to an employee only under the following conditions:

 1. an employee cannot perform his/her duties because

 he or she is incapacitated by personal illness or injury;

 2. the spouse, child, or parent of either an employee or

his/her spouse, or a relative living in the immediate household of an employee, is seriously ill; the employee may utilize sick leave credits up to a maximum of ten (10) days per calendar year; or

 3. through exposure to contagious disease, the presence of the employee at his/her work location would jeopardize the health of others.

 (d) A full-time employee shall not accrue sick leave credits for any month in which he/she was on leave without pay or absent without pay for a total of more than one (1) day.

1. Where the University has reason to believe that sick leave is being abused, the University may require the submission of satisfactory medical evidence. Failure to produce such evidence within seven (7) days of its request may result, at the discretion of the University, in denial of sick leave for the period of absence.

 (f) The University may require that an employee, wishing to return to work after an absence of more than five (5) consecutive days because of illness or injury, be examined by a physician designated by the University and/or by a physician of the employee’s choosing. If the University requires the employee to be examined by their designated physician, the University shall assume the cost of such examination. The results of such examination(s) must attest to the fitness of such employee to return to his regularly assigned duties.

 (g) Sick leave must be charged against unused sick leave credits in units of one-half (1/2) hour or full hours, but in no event may the sick leave credits used be less than the actual time off.

 (h) Any employee having no sick leave credits, who is absent due to illness, may be placed, unless otherwise notified by the employee, on personal leave, or if no personal leave credits, then on vacation leave, and if no vacation leave credits, then on leave without pay. Such leave shall be charged on the same basis as provided in Subsection (g).

 (i) An employee who is reinstated or re-employed after an absence of less than three (3) years shall be credited with his/her sick leave credits at the termination of his/her prior employment. An employee who is reinstated or re-employed after a period of three (3) years or more shall receive prior sick leave credits, if approved by the University, where such absence was caused by:

 1. Illness of said employee;

 2. Dismissal through no fault or delinquency attributable solely to said employee; or

 3. Injury while in the employment of the University in the line of duty, and for which said employee would be entitled to receive Workers’ Compensation benefits.

 (j) A regular part-time employee shall not accrue sick leave credits for any month in which he/she was on leave without pay or absent without pay in the same proportion that his/her service bears to one (1) day of service of full-time employee.

 (k) Notification of absences under this Article must be given to the designated representative of the University as early as possible, but at least one and a half (11/2) hours prior to the beginning of the scheduled tour of duty. If such notification is not made, such absence may, at the discretion of the University, be applied to absence without pay. In extraordinary circumstances beyond the control of the employee, the above notification period may be waived.

 (l) No employee shall be entitled to leave under the provisions of this Article in excess of the accumulated sick leave credits due such employees.

 (m) Employees whose service with the University is terminated shall not be entitled to any compensation in lieu of accumulated sick leave credits. Employees who retire shall be paid twenty (20) percent of the value of their unused accrued sick leave at the time of their retirement. It is understood that any such payment will not change the employee’s pension benefit.

 (n) Sick leave credits earned by an employee following a return to duty after a leave without pay or absence without pay shall not be applied to such period of time.

1. An employee who, while in the performance of his/her duty, receives bodily injuries resulting from acts of violence of patients or prisoners in his/her custody or who receives such injuries in the pursuit, apprehension or detention of suspects as reflected in official police reports and affirmed by the Director of Security, and as a result of such injury would be entitled to benefits under Chapter 152 of the General Laws, shall, if entitled under Chapter 30, Section 58 of the General Laws, be paid the difference between the weekly cash benefits to which he/she would be entitled under said Chapter 152 and his/her regular salary without such absence being charged against available sick leave credits, even if such absence may be for less than six (6) calendar days.
2. An employee who sustains a compensable injury, as determined by the Human Resources Division, Workers’ Compensation Section of the Commonwealth, shall receive, from the University, the difference between his/her regular base pay and the amount received through the Workers’ Compensation Section. Absence caused by such compensable injury shall not be charged against available sick leave credits, even if such absence is for less than six (6) calendar days.

Should such injury be deemed not compensable by the Workers’ Compensation Section, the employee shall reimburse the University for all compensation received from the first day, either by charges to accrued time or by payroll deduction as deemed appropriate by the University, or by a combination of both.

1. An employee may exercise the option, at the end of the fiscal year, to receive in cash a dollar amount equal to 50% of their annual unused sick leave credits up to a maximum of six (6) days based on the table below:

 Annual Sick Leave Used Cash In Allowed

 0 6

1. 5
2. 4

 3 3

 The decision to cash in sick days must be made by the employee by May 1 of the fiscal year. Sick days cashed in shall be deducted from the employee’s sick leave balance.

who, on or after January first, nineteen hundred and forty, shall have tendered his/her resignation or otherwise terminated his/her service for the purpose of serving in the military or naval forces of the United States who does serve or was or shall be rejected for such service shall, except as otherwise provided by Chapter 708 of the Acts of 1941, as amended, be deemed to be or to have been on military leave, and no such person shall be deemed to have resigned from the service of the Commonwealth or to have terminated such service until the expiration of two years from the termination of said military or naval service by him/her.

Section 10. Family and Medical Leave Act (FMLA)

The parties agree that they are governed by the provisions of the Family Medical Leave Act and, where those provisions are more generous than the contract, the Family Medical Leave Act will prevail (see Appendix D).