

## **2024-02-08 Tentative Agreement**

### **TIME OFF**

#### **Section 1. Scope**

This Article provides for time off from a GSE's obligations as a GSE performing research or instructional services for the University, which such time off may run concurrently with academic leaves of absence. Leave granted under this article does not release a GSE from duties related to progress towards their degree. GSEs must address the impact of time off on their academic progress with their program when seeking approval for time off.

#### **Section 2. Sick Time**

GSEs who are sick shall not be unreasonably denied the opportunity to take time away from work without loss of compensation. The University shall provide annual reminders to faculty and staff who work with GSEs regarding their ability to take time off when sick.

#### **Section 3. Leaves of Absence**

The University will maintain its current Voluntary Leaves of Absence programs for GSEs, including Personal Leave of Absence, Medical Leave of Absence, Parental Leave of Absence or Modification, Military Leave of Absence and Curricular Degree Leave of Absence, for the Duration of the Agreement. Such leaves shall not be unreasonably denied. Nothing in this Article prevents individual academic units from granting paid leave in excess of what is specified in these policies.

#### **Section 4. Family and Medical Leave**

GSEs shall be eligible for up to twelve weeks of unpaid leave per the period running from October 1 to September 30, for the following reasons:

- A. Caring for a GSE's own serious health condition as documented by a healthcare provider, and as the term "serious health condition" is defined in the University's Policy 522 – FMLA Policy;
- B. Caring for an immediate family member) with a serious health condition as documented by a healthcare provider, and as the terms "family member" and "serious health condition" is defined in the University's Policy 522- FMLA Policy;
- C. For the birth, of or to care for, the GSE's newborn child or for the placement of a child for adoption or foster care, as provided in the Parental Leave of Absence or

Modification program set forth in Section 3, which such leave may be paid under the terms of that program;

- D. Caring for a family member, as defined under the University's Policy 522-FMLA Policy, with a serious injury or illness incurred or aggravated in the line of duty while on active military duty; and
- E. A qualifying exigency, as that term is defined by the University's Policy 522- FMLA Policy, arising out of the fact that the GSE's family member, as that term is defined under the University's Policy 522-FMLA Policy, is a member of the U.S. Armed Forces and is deployed to a foreign country on active duty.

A GSE will be eligible for a maximum of twelve (12) weeks of leave under this Section in any twelve month period running from October 1 to September 30, regardless of the number of qualifying events. The University shall follow Policy 522 – FMLA Policy for requesting and documenting leave requests, providing notice and other procedural matters.

During an approved leave under this Section 4, and subject to any restrictions resulting from a GSE's visa status, as set forth in Section 9, GSEs will not receive compensation unless otherwise provided under this Article, but will continue to receive existing U-SHIP individual premium coverage, as applicable, at the same rate as their assignment would have provided.

Upon returning from a leave under this Section 4, and subject to any further restrictions as set forth in Section 9 below, the GSE shall be restored to the same or an equivalent assignment. No GSE shall be penalized or discriminated against in their employment for taking time off under this Article.

GSEs who apply for leave under this Section 4 must confer with their Deans of Students to determine whether any such leave, if approved, also requires a leave of absence from the degree program, as may be appropriate.

#### **Section 5. Bereavement Leave**

GSEs shall be covered by the University's Bereavement Leave Policy.

#### **Section 6. Jury Duty or Subpoena to Testify in Court**

GSEs summoned to serve on a jury or required by subpoena to appear as a witness in court may take paid time for the duration of the service, assuming the work cannot be rescheduled. Upon request, GSEs shall present subpoenas or other documentation regarding the jury duty to their supervisor. GSEs shall keep any pay received from jury duty. As jury duty does not always require a full-time commitment, GSEs are expected to report to work on days or reasonable portions of days when attendance in court is not required.

## **Section 7. Holidays and Winter Recess**

The University sets the academic calendar each year and designates official University holidays, winter recesses and other academic breaks. GSEs shall observe the academic University holidays and winter recess schedule, subject to obligations required by academic and professional responsibilities. During a designated University holiday or winter recess, GSEs may be required to conduct work (such as laboratory work or grading of assignments) when determined to be necessary by their supervisor or when necessitated by University-set deadlines. Individual supervisors shall not unreasonably require substantial other work to be performed on University scheduled holidays and winter recess.

## **Section 8. Vacation and Personal Time Off**

GSEs shall use their best efforts to schedule vacation or personal time off during regularly scheduled academic breaks, subject to obligations attendant to academic and professional responsibilities. When a GSE is not able to schedule vacation or personal time off during regularly scheduled academic breaks, the GSE shall coordinate with their supervisor at least two weeks in advance of the requested time off, or as soon as possible if two weeks' notice is impractical under the circumstances. Such time away will not be unreasonably denied.

## **Section 9. Student Status and Special Considerations for International GSEs**

Maintaining continuation of student benefits during leaves under this Article is conditioned on maintaining active student status with the University. International GSEs may, as a result of their visa status, face additional restrictions on their use of certain leaves in this Article and may require additional approvals before taking such leaves where the leave would impact the GSE's ability to maintain full-time enrollment as a student. In such cases, the GSE shall consult with their area Dean of Students, the Office of International Affairs, their supervisor and their advisor on how leave plans may impact their student status and immigration status and to explore options for alternative arrangements if feasible.

**Section 10. Waiver** The provisions of this Article are in lieu of the rights and benefits provided by the Cook County Earned Sick Leave Ordinance, the City of Chicago Paid Leave and Paid Sick Leave Ordinance, the City of Chicago Fair Workweek Ordinance and the Illinois Paid Leave for All Workers Act. The Union expressly agrees that all rights, requirements and benefits under the Cook County Earned Sick Leave Ordinance, the City of Chicago Paid Leave and Paid Sick Leave Ordinance, the City of Chicago Fair Workweek Ordinance and the Illinois Paid Leave for All Workers Act are hereby waived.