ARTICLE TBD
TIME OFF AND RELEASE FROM DUTY

Section 1 (Release From Duties for Visa Proceedings).

Graduate Student Workers have the right to request reasonable release from duties without loss of pay, not to exceed five (5) days total per year, in order to attend U.S. immigration and citizenship proceedings, and U.S. visa application (including reapplication) appointments, whether in the U.S. or abroad. While requests for such leave shall not be unreasonably denied, Graduate Student Workers shall make such requests with as much advance notice as possible, and shall record and/or track the time taken and provide and/or enter such information upon request. The University may require proof of visa application (including reapplication) visa issuance, and immigration or citizenship proceeding appointment and/or hearings dates (as applicable). Unless legally compelled to appear at a fixed date and time, Graduate Student Workers shall make best efforts to schedule such immigration or citizenship proceedings or visa applications (including reapplications) between academic terms, or as otherwise pre-approved by their supervisor.

Nothing herein shall prohibit Graduate Student Workers from using accrued paid leave under this Agreement (e.g., vacation leave) in addition to this release from duty in order to attend U.S. immigration or citizenship proceedings or to attend U.S. visa applications (including reapplications).

Section 2 (Holidays).

The University sets the academic calendar each year and designates official University holidays. Graduate Student Workers shall observe the academic University holiday schedule without reduction of stipend, subject to obligations required by academic and professional responsibilities. During a designated University holiday, Graduate Student Workers 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.

Section 3 (Vacation).

A. Graduate student workers shall be entitled to twelve (12) vacation days during the term of a twelve-month appointment, without reduction of stipend or benefits. Graduate Student Workers with a Partial appointment shall have their vacation entitlement reduced *pro rata*. Vacation scheduling must be requested and approved in advance by a Graduate Student Worker's supervisor(s). Graduate Student Workers should normally not take vacation during times when they have duties to fulfill as specified in the appointment letter. Any unused vacation days may not be carried over to the following appointment period and shall be forfeited if not used within the applicable appointment period.

The University reserves the right to modify, delete or add to these proposals.

B. Vacation days are intended to provide Graduate Student Workers with time off from appointment duties, and must be used in order to be absent from work with pay during any working time covered by a Graduate Student Worker's appointment that is not a Holiday or when the Graduate Student Workers is not otherwise on other appropriate time off and /or leave under this Agreement.

C. Graduate Student Workers shall record and/or track their vacation use and shall provide and/or enter such information upon request. Failure to satisfy this requirement may result in denial of subsequent vacation requests and/or payment.

Section 4 (Sick Leaves).

Graduate Student Workers will be provided with sick leave from their appointment duties without reduction of stipend in accordance with the University's policy titled Paid Sick Leave for Assistantships, as may be amended from time to time by the University in its discretion provided it is not inconsistent with this Agreement.

Because this Agreement provides Graduate Student Workers with both sick leave, and other leaves, comparable and beyond what is required under the New York State Paid Sick Leave Law, the Parties hereby expressly waive city and state legislation regarding paid time off, including the New York State Paid Sick Leave Law, Section 196-b of the New York Labor Law, and any potential city, state, and/or federal legislation to guarantee a certain sick leave, vacation or paid time off benefit to Graduate Student Workers that exceeds or is different from the benefit provided in the Collective Bargaining Agreement. If any of the waivers included in this paragraph are deemed ineffective or invalid (in whole or part) by a court or other body, or the waivers are ineffective or invalid for any other reason, the Parties agree to replace this paragraph with appropriate language to waive the provisions of the applicable legislation.

Section 5 (Closures).

In accordance with University Policy 8.2 (Inclement Weather), during an applicable campus closure or change in operating status, a Graduate Student Worker's stipend shall not be reduced if they are unable to perform work remotely. Graduate Student Workers who can work remotely during a change in operating status shall perform their appointment duties remotely.

Graduate Student Workers will receive notice from the University if there is a change in operating status due to inclement weather or emergency at their campus(es), in accordance with the University's emergency notification practices, as may be amended from time to time by the University in its discretion.

If inclement weather or other emergency causes transit closures that prevents travel to campus but there is no campus closure or change in operating status, Graduate Student Workers may request flexibility in their work assignments for the duration of the transit closure, which shall be considered in good faith by their supervisor based on the circumstances of the transit closure and operational needs. However, in no case will this permit remote teaching where the class is otherwise being held in person.

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Section 6 (Bereavement Leave).

Graduate Student Workers shall be eligible for up to three (3) days of leave without reduction of stipend equivalent to the University's Other Types of Time Away From Work policy on bereavement leave for staff members.

Section 7 (Jury Duty).

Graduate Student Workers shall be eligible for jury duty and court appearance leave without reduction of stipend equivalent to the University's Other Types of Time Away From Work policy on jury duty and court appearance leave for staff members.

Section 8 (Military Leaves of Absence).

Graduate Student Workers shall be eligible for military leaves of absence equivalent to applicable law and the University's Other Types of Time Away From Work policy on military leaves of absence for staff members.

Section 9 (Leaves of Absence).

Graduate Student Workers shall be eligible for Health Leave and Personal Leave consistent with the University Policy 7.1. Requests for such leaves shall not be unreasonably denied. Upon a return from a Health Leave or Personal Leave consistent with the Graduate School Code of Legislation, graduate students shall resume eligibility for appointments as a Graduate Student Worker.

The University reserves the right to modify, delete or add to these proposals.