

**ARTICLE 9
LEAVES OF ABSENCE**

Section 1. Sick Leave

A. Accrual

1. Eligible Regular full-time COACHES (for purposes of this Section “coaches”) shall accrue sick leave at the rate of fifteen (15) days for each 47-week service period.

2. Eligible Regular part-time COACHES (for purposes of this Section “coaches”) shall accrue sick leave on a pro-rated basis.

3. Sick leave shall be cumulative from year to year up to a maximum of 300 days. There shall be no compensation for unused sick leave upon separation or if a Contract of Employment is not renewed.

4. The provisions of this Section shall not preclude the granting of additional sick leave by administrative action.

B. Usage

1. Assistant coaches shall submit written requests for sick leave in advance, to the extent possible, to the head coach.

2. Head coaches shall submit written requests for sick leave in advance, to the extent possible, to the Athletic Director.

3. Sick leave shall be granted and charged for each day of absence when a coaches is scheduled to work, provided that no coaches shall be charged more than five (5) days of sick leave for a week and no more than seven and one-half (7½) hours of sick leave per day.

4. No sick leave shall be used if the reason for the requested sick leave is an accidental injury that occurred while an eligible coach was engaged in remunerative work unrelated to UNIVERSITY duties.

5. A physician’s statement may be required for absences of three (3) or more consecutive days because of illness or where management has reason to believe sick leave is being abused.

6. Where sickness in the immediate family requires an eligible COACH’s absence from work, a COACH may use not more than five (5) days of sick leave in each Contract of Employment year. Immediate family, for purposes of this paragraph, is defined as the following persons: husband, wife, domestic partner, child,

step-child, parent, brother or sister of the COACH or child of a COACH'S domestic partner. The UNIVERSITY may require proof of such family sickness in accordance with paragraph B.5 above.

7. An eligible COACH may use up to five (5) days of sick leave for the death of a spouse, domestic partner, parent, step-parent, child, or step-child and up to three (3) days of sick leave for the death of a brother, sister, grandparent, step-grandparent, grandchild, step-grandchild, brother-in-law or sister-in-law, son-in-law or daughter-in-law, parent-in-law, grandparent-in-law, aunt, uncle, or any relative residing in the COACH'S household.

C. Sick Leave Bank

The parties agree that the COACHES who earn sick leave may participate in the faculty sick leave bank. The effective date of such participation and any specific eligibility requirements shall be determined by negotiations between the Office of the Chancellor and State APSCUF.

D. Payment for Sick Leave on Retirement

1. A COACH who retires shall be paid for his/her unused sick leave in accordance with the schedule below if they retire in accordance with the conditions in subsection 2:

<u>Days Accumulated</u>	<u>Days Paid</u>
10 to 74 days	10
75 to 149 days	20
150 to 224 days	30
225 to 300 days	40

2. Eligibility for payment under subsection 1 above shall be as follows:

a. Retirement at age sixty (60) or above with five (5) years of COMMONWEALTH/STATE SYSTEM service as a COACH.

b. Disability retirement under the State Employees' Retirement System. For purposes of this subsection, a retirement under the Alternative Retirement Plan shall be considered disability retirement if the retiree meets the standards used by the State Employees' Retirement System in accordance with the procedures provided for in Appendix C.

c. Retirement under age sixty (60) with at least twenty-five (25) years of COMMONWEALTH/STATE SYSTEM service. The twenty-five (25)

years of service need not all be as a COACH but may include periods of COMMONWEALTH/STATE SYSTEM service in other than coaching positions.

3. A COACH shall not be paid for part days of accumulated sick leave.

4. If a COACH dies while in active service, unused sick leave shall be paid in accordance with Section 1.C.1. above to the designated beneficiaries of the deceased COACH provided that the COACH would have been eligible under Section 1.C.2. above or the COACH had seven (7) full years of COMMONWEALTH/STATE SYSTEM service. In the event of a work-related death, fifty (50) days of unused sick leave shall be paid to the designated beneficiaries, regardless of the age or number of years of service of the COACH.

5. No payment shall be construed to add to the credited service of the retiring COACH or to the retirement covered compensation of the member.

6. Payment for unused sick leave as provided in this Section shall be at the rate of pay of the COACH on the date of retirement.

Section 2. Extended Medical Absences Without Pay

A. A Regular full-time COACH shall be granted, upon written request, extended leave without pay for illness for a period of at least two (2) consecutive weeks, but not more than six (6) months. A Regular part-time COACH shall be entitled to extended leave without pay for illness on a pro-rata basis. The request shall be submitted to the Athletic Director in advance of the leave, if circumstances permit and include proof of illness in the form of a physician's certificate that shall state a prognosis and an expected date of return. Upon request of the COACH, an extension of up to an additional six (6) months of leave without pay for illness shall be granted, provided the COACH provides proof of continuing illness or disability in the form of a doctor's certificate that shall state a prognosis and an expected date of return. This extension shall be without benefits.

B. The leave without pay may continue beyond the expiration date of the Regular full-time and Regular part-time COACH'S Contract of Employment up to the time limits provided for in paragraph 2.A. above.

C. It is understood that the provisions of this Section are consistent with the Family and Medical Leave Act of 1993, 29 USC Section 2601 et seq, and that leave granted under this Section shall be designated as leave under the provisions of the Family and Medical Leave Act.

Section 3. Civil Leave

A. COACHES who have not volunteered for jury duty and are called for jury duty or are not a party in a civil or criminal court proceeding but are subpoenaed as a witness to attend such a court proceeding shall continue to receive their rate of pay, as defined in the Contract of Employment, while attending court. Evidence of such duty in the form of a subpoena or other written notification shall be presented to the immediate supervisor as far in advance as practicable.

B. COACHES who are subpoenaed as witnesses or who are named parties in the following administrative hearings shall continue to receive their rate of pay, as defined in the Contract of Employment, while attending such hearings: Unemployment Compensation Board of Review Referee, Workers' Compensation Judge, Workers' Compensation Appeal Board, State Civil Service Commission, and Pennsylvania Human Relations Commission.

Evidence of such duty in the form of a subpoena or other written notification shall be presented to the immediate supervisor as far in advance as practicable.

C. The term "court" as used in this Section is intended to mean only the following courts: Minor Judiciary Court, Court of Common Pleas, Commonwealth Court, and the United States District Court.

D. COACHES, while performing firefighting duties, civil air patrol activities or civil defense rescue work during a fire, flood, hurricane or other disaster, may be granted leave with pay.

E. Volunteer participation in firefighting activities, emergency medical technician activities, civil air patrol activities, or civil defense rescue work shall require the prior approval of the President or his/her designee. COACHES absent from work for reasons under paragraph 3.D of this Section shall be required to obtain a written statement from the fire company, forest unit, emergency management agency or other organization with which he/she served, certifying as to his/her activities during the period of absence.

Section 4. Parental Leave Without Pay

A. Regular full-time and Regular part-time COACHES (for purposes of this Section - coach) who become parents through childbirth or formal adoption or placement of a child with a coach for foster care shall be granted unpaid parental leave without pay with benefits. The leave entitlement for Regular full-time coaches shall be six (6) months, which may extend the expiration date of the Contract of Employment. Leave entitlement for Regular part-time COACHES shall be pro-rated.

B. A coach shall submit notification to the immediate supervisor stating the anticipated duration of the leave at least two (2) weeks in advance, if circumstances permit. Such leave shall be granted for a period of time not to exceed six (6) months. Upon the request of the coach and at the discretion of the President or his/her designee,

parental leave may be used on an intermittent or reduced-time basis at any time before the parental leave without pay entitlement expires. At the discretion of the President or his/her designee, at the end of the initial six-month parental leave without pay entitlement, an extension of parental leave without pay without benefits may be granted. In no case shall the total amount of leave exceed twelve (12) months. No unpaid parental leave shall be granted beyond one (1) year from the date of birth, of assuming custody of an adopted child, or of placement of a foster child.

C. In no case shall a pregnant coach be required to leave prior to childbirth unless she can no longer satisfactorily perform the duties of her position.

D. While a coach is on parental leave, the duties of the position shall either be performed by remaining staff and the position kept vacant, or they shall be performed by a substitute employee.

E. It is understood by both parties that the provisions of this Section are consistent with the Family and Medical Leave Act of 1993, 29 USC Section 2601 et seq, and that leave granted under this Section shall be designated as leave under the provisions of the Family and Medical Leave Act.

Section 5. Family Care Leave

A. After completing one year of service, COACHES who are otherwise eligible for Family and Medical Leave absence shall be granted, upon written request, up to twelve (12) weeks of leave without pay with benefits in a calendar year for the purpose of attending to the medical needs of a spouse, domestic partner, parent, son or daughter, or child of a COACH'S domestic partner, or other person qualifying as a dependent who has a serious health condition as defined by the Family and Medical Leave Act of 1993. Leave entitlement for Regular part-time COACHES shall be pro-rated.

Leave for this purpose may be taken one (1) day at a time if necessary. Leave shall be approved for less than one (1) day at a time when medically necessary due to a serious health condition as defined in the Family and Medical Leave Act of 1993.

The request, which shall be submitted at least two (2) weeks in advance if circumstances permit, must include documentation supporting the need for family care leave.

B. Employer-paid coverage for life insurance, hospital and medical insurance, and supplemental benefits as provided in Articles 11 and 12 will continue for the period of time the COACH is on family care leave under paragraph 5.A. above.

C. The twelve (12) week entitlement under paragraph 5.A. above may not be extended.

D. COACHES shall have the right to return to the same position held before going on family care leave.

E. For the purpose of this Section, “parent” shall be defined as the biological parent of the COACH or an individual who stood in loco parentis to a COACH when the COACH was a child.

For the purpose of this Section, “son or daughter” shall be defined as a biological, adopted, foster child, step-child, legal ward, or a child of a person standing in loco parentis who is: under eighteen (18) years of age; or eighteen (18) years of age or older and incapable of self-care because of a mental or physical disability.

F. The calendar year shall be defined as beginning with the COACH’S first full pay period commencing on or after January 1 and continuing through the end of the COACH’S pay period that includes December 31.

G. Any eligible COACH who is on family care leave may use paid sick leave, where appropriate, as part of their family care leave. All other periods of leave related to family care leave shall be leave without pay.

H. It is understood by both parties that the provisions of this Article are consistent with the Family and Medical Leave Act of 1993, 29 USC Section 2601 et seq, and that leave granted under this Section shall be designated as leave under the provisions of the Family and Medical Leave Act.

Section 6. Work-Related Injury Leave

A. A COACH who sustains a work-related injury as the result of which the COACH is disabled, if so determined by a decision issued under the operation of the Workers’ Compensation Insurance program, shall be entitled to work-related disability leave. Work-related disability leave is a leave of absence for which the COACH will be paid full pay reduced by an amount that yields a net pay, including Workers’ Compensation and Social Security Disability Benefits, that is equal to the COACH’S net pay immediately prior to the injury. Net pay prior to injury is defined as gross base pay minus federal, state, and local withholding and Social Security and retirement contributions. Work-related disability leave shall be payable for an aggregate of twelve (12) months or for the duration of the disability, whichever is the lesser. In no case, however, will the aggregate of twelve (12) months extend beyond three (3) years from the date the injury occurred.

B. There shall be no reduction in credited service under the State Employees’ Retirement Code during the period of time that the COACH is on work-related disability leave.

C. A COACH who qualifies for work-related disability leave shall not be entitled to use sick leave during the period of eligibility. If the disability continues, sick leave accumulation may be taken at the expiration of the eligibility period to the extent of

such accumulation. Sick leave shall be earned on thirty-four percent (34%) of the work-related disability leave hours used.

D. A COACH is required to refund to the Employer the amount of the overpayment of pay if an overpayment results because a claim denial is issued under the operation of the Workers' Compensation Insurance program. In no case shall a COACH be entitled to full pay and Workers' Compensation and/or Social Security for the period of eligibility. The Employer shall recover any amount in excess of the COACH'S work-related disability leave amount. Failure to apply for or report Social Security or other applicable disability benefits to the Employer will result in the termination of work-related disability leave.

E. Employer-paid coverage for hospital and medical insurance and life insurance as provided in Articles 11 and 12 will continue for the period of time that the COACH is on work-related disability leave under paragraph 6.A. above.

F. A COACH has the right to return to the same position held before being disabled, for a period of up to three (3) years from the date the injury occurred, provided the COACH is fully capable of performing the duties of that position. This guarantee expires if the disability ceases prior to the expiration of the three (3) year period and the COACH does not return to work immediately; or if the COACH retires or otherwise terminates employment. During this period of time between the end of the work-related disability leave and the end of the guarantee in this paragraph, the COACH will be on leave without pay unless the COACH is using sick leave in accordance with 6.C above.

G. The compensation for disability retirement shall be in accordance with applicable law.

H. A COACH who sustains a work-related injury during the period of this Agreement, if so determined by a decision issued under the operation of the Workers' Compensation Insurance program, may be absent from work with pay on ten (10) occasions without use of sick leave for the purpose of continued medical treatment of the work-related injury for a period of three (3) years from the date the injury occurred. Each absence shall not exceed one work day or the minimum amount of time necessary to obtain the medical treatment, whichever is less, and must be substantiated by a doctor's certificate verifying that the medical services were necessary and related to the work injury. COACHES shall make reasonable efforts to schedule medical appointments during non-work hours. Verification of the length of the medical appointment may be required. This paragraph is not applicable to any absence for which Workers' Compensation is payable.

Section 7. Holidays

A. The provisions of this Section apply only to Regular full-time and Regular part-time COACHES.

B. The following days shall be recognized as major holidays:

New Year's Day
Memorial Day
Independence Day
Labor Day
Thanksgiving Day
Christmas Day

C. The following days shall be recognized as minor holidays and shall be scheduled by the President or his/her designee. At the request of local APSCUF, the President or his/her designee shall meet and discuss concerning the matter of rescheduling minor holidays:

1. Martin Luther King, Jr.'s, Birthday
2. Presidents' Day
3. Columbus Day
4. Veterans' Day

D. Monday shall be recognized as a holiday for all holidays occurring on a Sunday, and Friday for all holidays occurring on a Saturday.

E. A Regular full-time and a Regular part-time COACH shall continue to receive his/her rate of pay as defined in the Contract of Employment for any holiday listed above provided he/she was scheduled to work on that day and was in active pay status on the day before and the day immediately subsequent to the holiday.

F. A Regular full-time and a Regular part-time COACH shall earn a minor holiday provided he/she was scheduled to work the actual day a minor holiday is celebrated and was in active pay status on the day before and the day immediately subsequent to the holiday.

G. A Regular full-time and a Regular part-time COACH who is required to work on a holiday shall be permitted to reschedule the holiday subject to the UNIVERSITY's responsibility to maintain efficient operations.

H. If a holiday is observed while a Regular full-time or Regular part-time COACH is on sick leave or other paid leave status, the COACH will receive pay for the holiday and the day will not be charged to sick leave, or other paid leave status.

Section 8. Childrearing Leave

Regular full-time and Regular part-time COACHES may be granted leave without pay, without benefits, at the sole discretion of the President or his/her designee for the purpose of childrearing, for a period not to exceed two (2) years, which may be extended by the President or his/her designee for an additional two (2) year period. The

UNIVERSITY may hire a temporary COACH for the length of the leave of absence, and the Contract of Employment for such temporary COACH shall not be subject to the provisions of Article 8.

Section 9. Miscellaneous Leaves Without Pay

A Regular full-time and a Regular part-time COACH may be granted a leave without pay at the sole discretion of the President or his/her designee, which discretion shall not be reviewable in any manner through the grievance and arbitration procedure.

Section 10. Out-Service Training

A. Regular full-time and Regular part-time COACHES may, with the prior written approval of the President or his/her designee, participate in out-service training consistent with the provisions of Management Directive 505.7, as amended during the term of this Agreement.

B. Allowance for travel expenses in accordance with Article 15, Travel Expenses, may be granted to COACHES on such leave, subject to the availability of funds and to STATE SYSTEM/UNIVERSITY regulations.

Section 11. Military Leave

COACHES shall be eligible for military leave in accordance with all applicable laws.

Section 12. Personal Leave

A. Regular full-time COACHES shall be eligible for two (2) personal days per service period.

B. One (1) personal day shall be earned in each first half of the service period. Eligible COACHES must have thirty (30) days service in compensable pay status in each half of the service period to earn the personal leave entitlement under Section 1 above.

C. Personal leave shall be scheduled and granted for periods of time requested by an eligible COACH and within an eligible COACH'S service period subject to management's responsibility to maintain efficient operations. If the nature of the work makes it necessary to limit the number on personal leave, the COACH with the highest total years of service at the UNIVERSITY shall be given his/her choice of personal leave in the event of a conflict in selection.

D. Personal leave to which an eligible COACH may become entitled shall be granted before it is earned subject to management's responsibility to maintain efficient

operations. An eligible COACH who is permitted to anticipate such leave and who subsequently terminates employment shall reimburse the UNIVERSITY for those days of personal leave taken but not earned.

E. An eligible COACH who becomes ill while on personal leave will not be charged personal leave for the period of illness provided he/she furnishes satisfactory proof of such illness upon his/her return to work.