Section A. Sick Leave.

**Subd. 1.** Fifteen (15) duty days of sick leave shall be credited to all new full-time faculty members at the time of their employment to cover possible disability during the subsequent fifteen (15) months of employment. Beginning with the sixteenth (16th) month of employment, each faculty member will be credited with one (1) additional day of sick leave for each succeeding month or portion thereof of employment completed within the regular academic year, but not to exceed four and one half (4.5) days per semester, as applicable. During summer session(s), sick leave shall accrue at the rate of one (1) day for each four credits taught. Total sick leave accumulation for summer session work shall not exceed three (3) days. The maximum sick leave accumulation for any fiscal year shall be twelve (12) days. Sick leave earned in accordance with this subdivision will be accrued on a bi-weekly basis.
Subd. 2. Unused sick leave may accumulate to a total of one hundred twenty-five (125) days. Sick leave earned over the maximum will be considered lapsed but shall be recorded to the faculty member’s credit. In the event that a faculty member with an illness exhausts his/her current accumulated sick leave, and has lapsed sick leave recorded to his/her credit, additional sick leave shall be granted by the President/designee upon valid medical documentation, to the extent required by the employee’s illness, but not to exceed the total amount of his/her lapsed sick leave.

Subd. 3. Faculty members on a full-time fixed-term appointment as provided for in Article 21, Section E, shall be credited upon initial employment with one (1) day of sick leave for each month of service.

Subd. 4. Probationary, tenured, fixed-term and NTT faculty commencing employment on less than a full-time basis shall be given sick leave credit as described in this section at the commencement of employment on a pro rata basis. Such part-time faculty members shall accumulate sick leave on the basis of one (1) day for each month employed pro rata multiplied by the fraction of the time employed. Use of sick leave for such faculty members shall be deducted on a pro rata basis according to the fraction of the time employed at the time of leave. Sick leave earned in accordance with this subdivision will be accrued on a bi-weekly basis.

Subd. 5. Sick leave shall be granted by the President/designee for absences made necessary by reason of illness or disability, including temporary disabilities caused or contributed to by pregnancy, miscarriage, abortion, childbirth and recovery therefrom; by exposure to contagious disease which may endanger the individual or the public health; or by illness or temporary disability caused or contributed to by pregnancy, miscarriage, abortion, childbirth and recovery therefrom in the immediate family of the faculty member, making it necessary that the faculty member be absent from his/her duties. In the case of absence for illness of members of the immediate family, the term “immediate family” shall be defined to include the spouse, siblings, children, step children, foster children, grandchildren, wards, grandparents, parents, or parents of the spouse. These provisions shall include an individual who regularly resides in the employee’s household. A faculty member may use up to three (3) days of sick leave to arrange for the nursing care of the faculty member’s parents or parents of the spouse.

Subd. 6. Any probationary, tenured, fixed-term and NTT faculty member reemployed within one (1) year at the same or any other university within the System shall have unused accumulated sick leave reinstated and posted to the employee’s credit in the records of the employing university, provided such sick leave was accrued in accordance with the provisions of this Agreement, and provided such sick leave has not been used in the calculation of severance pay. In the event such sick leave was used in the calculation of severance pay, the faculty member shall have sixty percent (60%) of the unused accumulated sick leave reinstated and posted to the faculty member’s credit.

Subd. 7. All unused sick leave earned prior to ratification of this Agreement shall remain in full force and effect, and shall be credited fully to each faculty member’s sick leave accumulation.
Subd. 8. Probationary, tenured, fixed-term and NTT faculty members with appointments for periods other than one hundred sixty-eight (168) duty days shall have the number of days of sick leave per year to be accrued calculated in accordance with the following formula:

\[
\text{Total Sick Leave Accrued} = \frac{\text{# of Duty Days} \times 9 \times \text{Percentage of a normal workload}}{168}
\]

Subd. 9. The IFO and MnSCU may develop a sick leave incentive program through establishment of a joint committee, but any final agreement on the Employer’s part is subject to the approval of the Minnesota Statutes § 43A statutory employer.

Subd. 10. Adjunct and community faculty shall be allowed to miss all or part of two class days each semester for reasons set forth in Subd. 5 without loss of pay.

Section B. Bereavement Leave. The use of a reasonable period of leave, up to five (5) days per occurrence, shall be granted in case of a death in the immediate family as defined in Section A.

Subd. 1. Bereavement leave shall not be deducted from sick leave in the case of relatives of the faculty member or the spouse’s parents, or an individual who regularly resides in the employee’s household.

Subd. 2. Bereavement leave shall be deducted from sick leave in the case of other relatives of the spouse and for the son-in-law or daughter-in-law of the faculty member. Additional time may be allowed by the President/designee depending upon circumstances.

Section C. Military Leave of Absence. Faculty members who are members of the state or federal armed services are entitled to leave of absence with pay as defined in Minnesota Statutes.

Section D. Court-Related Leaves of Absence with Pay. Faculty members shall be granted a leave of absence with pay for:

Subd. 1. Service upon a jury.

Subd. 2. Appearance before a court, legislative committee, or other judicial or quasi-judicial body in response to subpoena or other direction by proper authority. If the faculty member is the plaintiff, the faculty member shall reimburse the university for expenses incurred for a substitute, not to exceed the faculty member’s salary for the work days missed.

Subd. 3. Attendance in court in connection with a faculty member’s official duty, such attendance including the time required in going to the court and returning to the faculty member’s place of work.
Section E. Emergency/Personal Leave. Probationary, tenured, fixed-term and NTT faculty members may be granted up to three (3) days (non-cumulative) of emergency or personal leave per fiscal year for situations not covered by other provisions of this Agreement that arise necessitating the absence of the faculty member from the campus. Whenever possible, the faculty member shall apply for prior approval of the leave by the President/designee. Adjunct and community faculty shall be granted up to one (1) day of such leave each semester.

Section F. Accrued Benefits. A faculty member while on leave shall retain all rights and accumulated benefits. Such benefits shall continue to accrue for the period of time that a faculty member is on leave pursuant to this article. Full-time faculty members who are granted sabbatical leaves shall accrue full sick leave benefits, notwithstanding the reduction in salary provided in Article 19, Section C, Subd. 4. Part-time faculty who are granted sabbatical leaves shall accrue sick leave on a pro rata basis.

Section G. Paid Leave of Absence. The President may grant a faculty member a paid leave of absence up to one (1) year in length for the purpose of retraining or further training to meet the programmatic needs of the university.

Section H. Paid Parental Leave.

Subd. 1. To be eligible for paid parental leave, a faculty member must hold a fixed-term, athletic, NTT, probationary, or tenured appointment of .50 FTE or more during the period in which paid leave is to be used. Eligible faculty members shall be granted 30 consecutive duty days of paid leave upon the occurrence of a qualifying event. A qualifying event is the birth of one or more children of the faculty member or the placement of one or more children to be adopted by the faculty member in the home of the faculty member. Such paid leave must commence within six months of the qualifying event. Following the conclusion of a faculty member’s paid parental leave provided by this section, a faculty member shall be entitled to take additional unpaid leave as provided in Article 18, Section B, or as otherwise provided in this Agreement.

Subd. 2. The paid leave provided in this section shall run concurrently with any other form of unpaid leave that birth or adoptive parents may be entitled to under other provisions of this Agreement or provided by law. Paid parental leave may, at the faculty member’s request, be used in lieu of sick leave for all or part of the period of disability that results from childbirth.

Subd. 3. To facilitate management of the faculty member’s assigned duties, normally, a faculty member shall provide 30 days advanced notice prior to the start of a semester(s) or nine-month appointment in which the paid leave provided in this section will be used.

Subd. 4. The paid leave provided in this section is intended to be taken consecutively, and commenced within six (6) months of the qualifying event. By mutual agreement with the employee, the immediate supervisor may authorize eligible employees to use intermittent or reduced workload paid parental leave. Any use of intermittent or reduced workload paid parental leave must be completed within twelve (12) months of the qualifying event. Reduced workload paid parental leave is a reduction in teaching load and/or a comparable workload.
reduction of non-teaching duties (as described in Article 10 Sections A and B, and Article 10 Section G) not to exceed four (4) credits or its equivalent. Such use of paid parental leave shall be guided by the following principles:

a. use of intermittent or a reduced workload paid parental leave by the faculty member will have clear administrative benefit to the university;

b. use of intermittent or a reduced workload paid parental leave by the faculty member will have clear academic or programmatic benefit to students;

c. use of intermittent or a reduced workload paid parental leave by the faculty member is necessary to avoid the loss of a significant benefit or right by the faculty member which is otherwise beyond the control of the faculty member to avoid; or

d. for the convenience of the faculty member, provided that use of intermittent or a reduced workload paid parental leave imposes no additional burden or inconvenience on the university.