

**MERGED COLLEGE MEMORANDUM #2010-2**

**TO:** Merged College Presidents  
**DATE:** April 16, 2010  
**SUBJECT:** Administration of Sick Leave under the AFT Contract

This Memorandum supplements and clarifies Merged College Memorandum #98-4 in which we described the impact of a grievance settlement on the charging of sick leave accruals for members of the AFT bargaining unit.

**Past Practice**

At the former State Technical Colleges, faculty members, all of whom were represented by the AFT, had their sick leave balances charged only on days of absence due to illness when they had pre-scheduled obligations. In 1997, the AFT filed a grievance claiming that its post-merger contract with the Board of Trustees preserved this interpretation. Believing that we could not persuade an Arbitrator otherwise, the Board entered into a grievance settlement that continued the practice until such time as we might change it through collective bargaining. Unfortunately, to this date, we have not been able to achieve contract language that would extinguish this practice.

**Settlement Agreement**

The relevant portion of the settlement agreement states as follows:

*Without acquiescing in the Union's interpretation of the contract, the Board agrees to refrain from charging to sick leave days on which members of the bargaining unit have no assigned work obligations. As the parties recognize that this agreement deals with a disputed subject matter, the Union and the Board further agree that the terms of this paragraph shall be extinguished when a negotiated agreement or arbitrator's award is achieved that addresses this subject.*

**Current Advice**

The advice offered to colleges in MCM98-4 to continue the past practice stands. However, please note that "assigned work obligations" are not limited to teaching obligations. Any day of absence due to illness when the faculty member would have had a work-related obligation, including but not limited to, teaching, office hours, college convocations, conferences, meetings, division or department meetings, committee meetings, commencement, etc., should be charged against the employee's sick leave accruals.

**Merged College Memorandum #2010-2**  
**April 16, 2010**  
**Page 2**

The same principle should be applied in the case of an extended period of absence due to a long-term illness, maternity disability leave or other medical reason as would be applied to a shorter period of absence. Colleges should identify all days during the period of extended absence when the faculty member would have been expected to be on campus for an assigned work obligation and charge the member's sick leave accruals for all such days. If the need for extended absence was determined before a teaching schedule was determined, we recommend that you use the actual schedule from the prior year as a guide, unless you have reason to know that the current year's teaching schedule would have been different.

If the faculty member on extended sick leave runs out of accruals, applies for and receives an allocation of sick leave days from the AFT Emergency Sick Leave Bank, days to be charged to the sick leave bank should be determined in the same manner as if the charge were to be made against the member's own accruals.

Please be sure that all applicable requirements for access to sick leave or to the Emergency Sick Leave Bank have been met, including appropriate medical documentation to support the need for the absence.

By: Marjorie A. London  
Director of Labor Relations/  
Counsel

Cc: Merged College Deans of Administration  
Merged College Human Resource Directors  
System Office Employee Relations Staff