

WPI-GWU-UAW Package Proposal

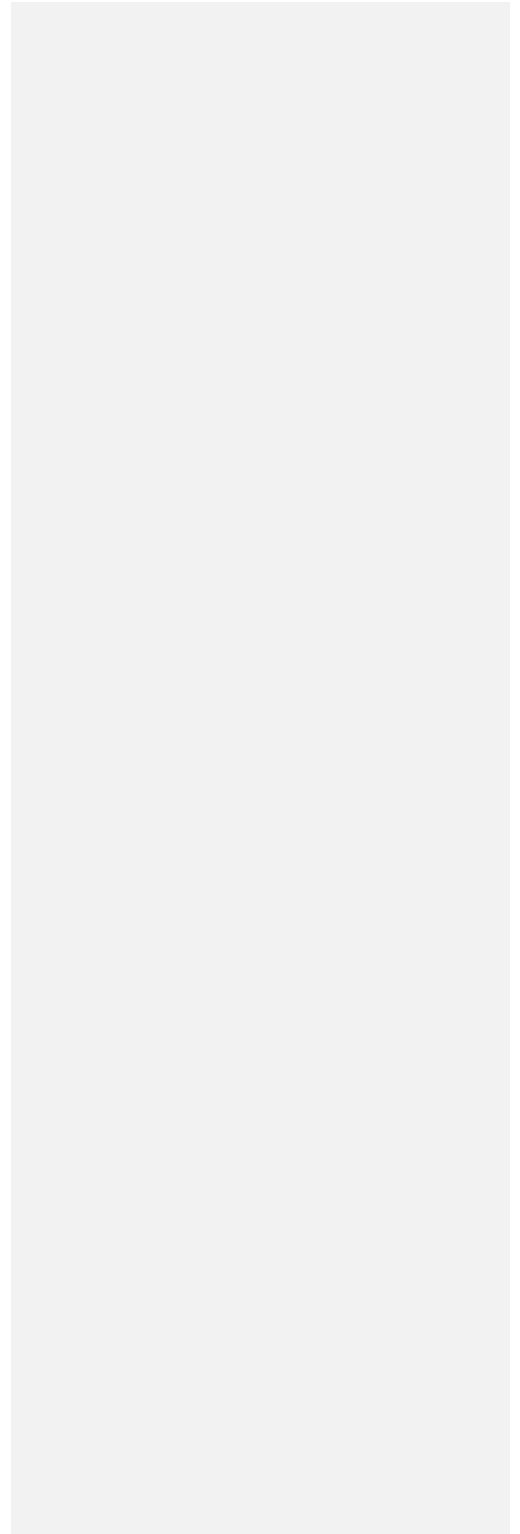
04/20/2023

Page 1 of 6

This is offered as a package proposal. Should it not be accepted in total, the concessions and revisions in this package proposal may be withdrawn and the Union's position on all such items in these articles may revert to its most recent proposals for such articles and times.

The package includes the following articles:

- Leaves
- Holidays
- Vacation



Redlined from WPI-GWU-UAW 3/23 Proposal

**ARTICLE** \_\_  
**LEAVES**

**Section 1. Sick Leave.** ~~Salaried GWs shall receive a minimum of eighteen (18) days of paid sick time off for a twelve (12) month appointment, prorated for less than a twelve (12) month appointment. GWs shall have a right to take sick days as needed with no loss of compensation. Hourly GWs shall receive paid sick time off in accordance with their workload where GWs that work 20-hours/week will receive a minimum of three (3) days per academic term of paid sick time off.~~

GWs are permitted to use sick time for any of the following reasons:

1. Caring for their own physical or mental illness, injury or medical condition or for medical procedures, including abortions;
2. Caring for a physical or mental illness, injury, or medical condition of their child, spouse or partner, immediate or chosen family member;
3. Attending their own routine medical appointment;
4. Attending a routine medical appointment for their child, spouse or partner, immediate or chosen family member, and members of the household regularly sharing the employee's residence;
5. Addressing the psychological, physical, or legal effects of domestic violence; or
6. Travel necessitated by any of the above.

A GW who is using a sick day must inform their supervisor as soon as is reasonably possible.

~~GWs may request additional days of paid sick time and such requests shall not be unreasonably denied.~~ In no case shall the sick time provided be less than would be provided to an individual covered by the Massachusetts Sick Time Law.

**Section 2. Family and Medical Leave of Absence.** All ~~salaried~~ GWs have a right to take ~~up to twelve (12) weeks of~~ paid family and medical leave ~~in a benefit year~~ for ~~each of~~ the following reasons:

- ~~1. Up to 12 weeks of paid family leave in a benefit year f~~or the birth, adoption, or foster care placement of a child,
- ~~2. or because of a qualifying exigency arising out of the fact that a family member is on active duty or has been notified of an impending call to active duty in the Armed Forces;~~
- ~~3. Up to 20 weeks of paid medical leave in a benefit year d~~Due to their own serious health condition that incapacitates them from work
- ~~3.4. Up to 26 weeks of paid family leave in a benefit year t~~To care for a family member ~~with a serious health condition or~~ who is a covered service member undergoing medical treatment or otherwise addressing consequences of a serious health condition relating to the family member's military service.
- ~~4. 12 weeks of paid family leave in a benefit year to care for a family member with a serious health condition.~~

Formatted: Font: (Default) Times New Roman, 12 pt

Formatted: Indent: Left: 0.5", No bullets or numbering

GWs are expected to notify their supervisor and Dean of Graduate Studies at least 30 days in advance whenever possible of the anticipated birth or adoption of a child, so that appropriate arrangements can be made to cover any teaching or research responsibilities. A GW shall not be precluded from being appointed to a position comparable to the position they held before their leave solely because the GW took a leave under this section.

The GWs stipend, health insurance support and any other benefits under this Agreement will be maintained during such leave.

Leaves taken under this section may be taken intermittently.

**Section 3. Bereavement leave.** All GWs may be absent without loss of pay or benefits for up to seven (7) days when called for by a death in the immediate family or household.

In circumstances of logistical difficulty or severe emotional distress or religious observance, a longer paid absence may be appropriate. Such requests will not be unreasonably denied.

For the purpose of this leave, immediate family includes: the GW's spouse or partner, children (including stepchildren), grandchildren, children-in-law, parents (including step-parents), grandparents, parents in-law, siblings, (including step siblings) and siblings-in law, chosen family members, and household includes individuals regularly sharing the GW's residence.

**Section 4. Civic Duty Leave.** All GWs shall retain all compensation and benefits during jury duty or serving as a witness in a court case, ~~similar civic obligations, or other court appearances.~~

**Commented [RM1]:** The Union accepts the University's language (redlined to reflect University language)

**Formatted:** Font: (Default) Times New Roman, 12 pt

**Section 5. Military Leave.** The University shall comply with any applicable state and federal laws governing military service and leaves. A GW may use this leave in addition to other leaves provided for under this Article.

**Commented [RM2]:** The Union reasserts this sentence

**Formatted:** Font: (Default) Times New Roman, 12 pt

**Section 6. Immigration Leave.** GWs shall have a right to ten (10) paid days of leave per year in order to attend immigration, citizenship, and/or documentation proceedings and any other related matters for the GW and the GW's family. A GW may request additional paid days off from their supervisor(s) and requests shall not be unreasonably denied.

**Section 7. Gender-Affirmation Leave.** GWs who wish to transition and/or affirm their gender identity shall be guaranteed the right to a leave of absence without loss of pay or benefits and shall not be unreasonably denied. WPI acknowledges that transitioning is a non-linear and personal process and shall provide appropriate time off for transition related activities including but not limited to doctor appointments, court visits & documentation changing procedures, and medical procedures including no less than eight weeks of time off for gender-affirming surgery and recovery.

~~Section 8. Maintaining continuation of student benefits during leaves under this Article is conditioned on maintaining active student status with the University.~~ GWs shall retain any and all other rights under state and federal law regarding leaves of absence.

~~Nothing in this Article affects a graduate student's right to request a leave from an academic program. However, the parties agree that taking a leave from an academic programs automatically constitutes relinquishment of any GW appointment held by the individual taking such leave for the duration of the academic leave.~~

Section 9. GWs shall make reasonable effort to provide as much advance notice as possible before taking any leave under this Article.

Redlined from WPI-GWU-UAW 3/23 Proposal

#### ARTICLE \_\_ HOLIDAYS

Section 1. GWs shall not be required to work on the following holidays which occur during the term of their appointment, except as provided in Section 4 of this Article.

- ~~New Year's Eve~~
- New Year's ~~Eve &~~ Day
- Martin Luther King, Jr. Day
- Presidents' Day
- Patriots' Day
- Memorial Day
- Juneteenth
- Independence Day
- Labor Day
- Election Day
- Veterans' Day
- Thanksgiving Holiday (close at noon)
- Thanksgiving Day
- Day after Thanksgiving Day/ ~~Native American Heritage Day~~
- ~~Native American Heritage Day~~
- Christmas Eve & Day (Winter Holiday)
- December 26- December 31~~0~~ (Institutional Paid Personal Holidays)
- Any other WPI established holidays and mental health days

Section 2. ~~The University recognizes the importance of diversity in the workforce, the cultural and religious holidays celebrated by various traditions, and that many members of the University community practice these traditions.~~ The University recognizes that there are religious and/or cultural holidays that are not currently University holidays. The University shall ~~make every good faith effort to~~ accommodate a GW who wishes to observe ~~recognized-such~~ religious and/or

Commented [RM3]: The Union added this modification to the University's proposed language

Formatted: Font: (Default) Times New Roman, 12 pt

Commented [RM4]: The Union accepted the University's proposed language here

Formatted: Font: (Default) Times New Roman, 12 pt

Commented [RM5]: The Union accepted the University's proposed language here

Formatted: Font: (Default) Times New Roman, 12 pt

cultural holidays. ~~GWs shall submit their requests to their supervisor in writing at least two (2) weeks in advance of the date(s) requested. Such request shall not be unreasonably denied.~~

**Section 3.** During a designated holiday, GWs may be required to conduct work (including but not limited to laboratory work, teaching a section, or grading of assignments). If it is necessary for a GW to work on a designated holiday or recess, the GW shall choose an alternate day(s) off with the supervisor's approval, which approval shall not be unreasonably denied. ~~If the supervisor fails to approve an alternate day off, the GW shall be paid according to their hourly wage or an hourly wage prorated from their salary pay for the holiday worked.~~

~~If an hourly GW is required to work on a holiday, they shall be paid time and a half. If an hourly GW is not required to work on a holiday but is normally scheduled to work, they shall be offered the opportunity to work their normally scheduled hours at a later date.~~

**Section 4.** Supervisors shall not expect work or contact GWs with the expectation of work or assigning tasks during a GW's holiday. GWs are not expected to respond while observing a holiday. ~~Any expectations, suggestions, or considerations of work through any mode of contact will be considered as a GW working on a holiday and subject to Section 3 of this article.~~

Redlined from WPI-GWU-UAW 3/23 Proposal

## ARTICLE VACATION

**Section 1.** Vacation days for GWs:

- a. Salaried GWs shall receive ~~a minimum of four (4) days per academic term, including summer terms, of paid vacation time off for a total of twenty (20) days of paid vacation time off for a 12-month appointment, pro-rated for less than a twelve (12) month appointment.~~
- b. Hourly GWs shall receive vacation time off in accordance with their workload. Hourly GWs will receive an award of paid vacation time off hours worked where 20-hours/week will receive a minimum of ~~four three (34) days per academic term of paid vacation time off to be awarded.~~

**Section 2.** There will be no reduction in benefits, if applicable, or pay for vacation time off. If a designated University holiday or work/professional development-related travel (i.e. conferences, trainings, etc.) falls during an GW's vacation, the GW shall not be charged vacation time for that holiday or work/professional development-related travel. The GW shall not be required to use vacation time for paid medical, parental, or familial leave.

**Section 3.** Vacation time off does not expire at the end of an appointment period and can be accumulated or rolled over for salaried GWs who are reappointed to bargaining unit positions. GWs without reappointment to a bargaining unit position shall be paid out for unused vacation time at the end of their appointment.

Commented [RM6]: The Union modified the University's proposed language

Formatted: Font: (Default) Times New Roman, 12 pt

Formatted: Font: (Default) Times New Roman, 12 pt

**Section 4.** Vacation time shall be scheduled in consultation with and approval of the supervisor/faculty member, in which approval shall not be unreasonably denied nor will approval be retroactively revoked. Additionally, the University acknowledges the expense of long-distance travel and shall not unreasonably deny extended vacation requests using accumulated vacation days.

**Section 5.** If it is necessary for a GW to work during their approved vacation, the GW shall choose alternate time off with the supervisor's approval, in which approval shall not be unreasonably denied. ~~If the supervisor fails to approve alternate time off, the GW shall be paid their hourly wage, or an hourly wage prorated from their salary for the vacation time worked.~~

**Section 6.** Supervisors shall not expect work or contact GWs with the expectation of work or assigning tasks during a GW's approved vacation. GWs are not expected to respond while on vacation. ~~Any expectations, suggestions, or considerations of work through any mode of contact will be considered working during their approved vacation and subject to Section 5 of this article.~~

Formatted: Font: (Default) Times New Roman, 12 pt