

**ARTICLE 12**  
**Holidays and Leaves**

12.1 Holidays

a. Holiday Eligibility

1. To be eligible for holiday benefits, a Bargaining Unit Member must be benefits eligible as defined in Article 1 and must be in pay status the last scheduled workday before the holiday and the first scheduled workday after the holiday.
2. An eligible Bargaining Unit Member who is not scheduled to work on a holiday shall receive eight (8) hours “holiday pay” at the base rate of pay.
3. An eligible Bargaining Unit Member who is required to work on a holiday shall receive holiday pay and pay at the rate of time and one-half for all hours worked on the holiday.
4. Holidays falling during a Bargaining Unit Member’s authorized annual leave shall be paid as a holiday and not as annual leave.
5. A Bargaining Unit Member who is not scheduled by the University to work during a campus closure shall take annual leave or leave without pay, at the choice of the Bargaining Unit Member.

b. Holiday Schedule

The following holidays are observed:

1. Day of Spring Recess, to be observed as designated each year by the appropriate chancellor
2. Memorial Day
3. Independence Day
4. An additional day before or after Independence Day, as designated each year by the president
5. Labor Day
6. Thanksgiving Day
7. An additional day after Thanksgiving Day

8. Christmas Day
  9. An additional day before or after Christmas Day, as designated each year by the president
  10. New Year's Day
  11. An additional day before or after New Year's Day, as designated each year by the president
  12. Martin Luther King Jr. Day in Celebration of Alaska Civil Rights
- c. Holiday Observation

Holidays shall be observed on the date of the holiday, unless the holiday falls on Saturday or Sunday, in which case the holiday shall be observed on the Monday or Friday closest to the holiday. If the Bargaining Unit Member has been assigned an alternative work schedule such that a holiday falls on the first regularly scheduled day off, the holiday shall be observed on the preceding day. If the holiday falls on the Bargaining Unit Member's second consecutive day off, the holiday shall be observed on the following day.

## 12.2 Annual Leave

- a. Bargaining Unit Members shall accrue annual leave in accordance with Article 1 and as follows. Accrual shall be:
  - 5.54 hours per 80 paid hours pay period during the first 5 years.
  - 6.46 hours per 80 paid hours pay period during the next 6 – 10 years
  - 7.38 hours per 80 paid hours pay period during the next 10 years or greater.
- b. Use of annual leave must be mutually agreed to and approved by the immediate supervisor. If the supervisor denies a request for annual leave the reason for denial shall be provided to the employee in writing.
- c. Bargaining Unit Members may submit a written request to the University to cash out up to 40 hours of accrued annual leave. If the Bargaining Unit Member has a minimum balance of 40 hours of accrued annual leave after any cash out the University shall honor the cash out request. Payment shall be paid no later than the next payroll run from the request.
- d. Annual leave accrual shall be capped at 240 except as described in E.

- e. The salary equivalent of all unused annual leave shall be paid upon retirement or termination of a Bargaining Unit Member from the University. All accrued annual leave shall be paid to the employee's estate when a Bargaining Unit Member dies.

Use of annual leave is subject to prior approval of the supervisor.

- f. **Scheduling**

1. During the following periods (June 15 through June 30 and November 15 through December 1 of each year), a Bargaining Unit Member may submit to their supervisor, in writing on a form provided by the University, the leave dates the Bargaining Unit Member desires to schedule for the next year.
2. The supervisor will approve or deny such requests in writing not later than two (2) weeks after the close of the leave request period.
3. If two (2) or more Bargaining Unit Members in a seniority pool request the same leave date(s) and the University determines to approve some but not all such annual leave requests for such dates, such determination shall be provided in writing to the affected Bargaining Unit Members. Seniority shall be a consideration.
4. Leave scheduling requests received after the leave request periods shall be approved or denied in the order in which they are received by the supervisor. The supervisor shall respond in writing within three (3) days.

### 12.3 Sick Leave

- a. Bargaining Unit Members shall accrue 4.62 hours sick leave per eighty (80) paid hour pay period and be eligible to use sick leave in accordance with Article 1 and as provided in University Regulations governing sick leave (04.06.130) in effect as of January 1, 2007.
- b. Bargaining Unit Members must notify or if unable, have another notify his/her immediate supervisor prior to their normally scheduled work day, but are encouraged to call at least one hour prior to their normally scheduled work day.
- c. If a pattern of sick leave usage can be shown and/or the supervisor reasonably suspects abuse of sick leave benefits, the supervisor shall contact the Bargaining Unit Member and Local 6070 prior to requesting,

from the Bargaining Unit Member evidence of illness or medical appointment.

- d. The parties agree to have a Labor-Management Committee in accordance with Article 7 to address sick leave usage and to explore alternative to reducing the usage rate.

#### 12.4 Military Leave

A regular employee who is a member of a reserve or auxiliary component of the United States Armed Forces is entitled to a leave of absence without loss of pay to a maximum of 16 and one-half working days in one calendar year during which the employee is ordered to serve with the National Guard or Reserve Forces, or the Civil Air Patrol or Coast Guard auxiliary units. If requested, the employee must provide a copy of the order which will establish his/her eligibility for military leave. For other than required training periods discussed above, regular employees of the University are entitled to a military leave of absence without pay to serve in the Armed Forces of the United States and will be entitled to statutory benefits and rights to reemployment provided for by state and/or federal law. For a military leave of absence, the employee must give advance written notice of leave to the supervisor. If the leave is for more than thirty-one (31) days, the returning employee must, at the request of the supervisor, provide documentation, such as the Bargaining Unit Member's orders, that establishes the length and character of the service and the timeliness of the application for re-employment. Voluntary involvement with non-military, auxiliary, or civil organizations, such as participation in search and rescue missions, is not eligible for military leave or military leave of absence.

#### 12.5 Emergency Search and Rescue, Services Leave

- a. Bargaining Unit Members participating in organized emergency search and rescue operations directed by state and/or local authorities may be allowed time off for such activities chargeable to annual leave or leave without pay, at their option.
- b. An employee who is a volunteer fire department member or emergency medical technician shall notify their supervisor of their volunteer status. The supervisor may allow time off for such activities with a limitation on the number of Bargaining Unit Members who may be excused from their normal work activities to respond to emergency services. The leave may be chargeable to annual leave or leave without pay, at the Bargaining Unit Members option. Approval will not be unreasonably denied by the supervisor.

#### 12.6 Workers' Compensation Leave

The University's workers' compensation obligations under state laws, Regents' Policy, University Regulation, and any other policy or procedure are not obligations under this collective bargaining agreement and are not subject to the grievance procedure.

#### 12.7 Family Medical Leave

Family Medical Leave shall be provided in accordance with applicable state and federal law.

#### 12.8 Jury Duty

Leave for jury duty shall be provided in accordance with Regents' Policy and University Regulation in effect on January 1, 2007.

#### 12.9 Rate of Pay for Leave

Leave hours shall not be deemed hours of work for the purpose of computing overtime or other premium pay under this Agreement.

#### 12.10 Leave Without Pay

Bargaining Unit Members may request leave without pay for ten (10) working days or less. The Associate Vice Chancellor or his/her designee may approve in writing a leave without pay request.