

ARTICLE 26: CIVIL DUTY TIME OFF AND BEREAVEMENT TIME OFF

For the purposes of this Article, paid time off will be the wage the employee receives in their appointed position plus any additional compensation (including, but not limited to shift differential and assignment pay) and benefits.

26.1. Civil Duty.

Leave with pay will be granted for jury duty, to serve as trial witnesses, or to exercise other subpoenaed civil duties such as testifying at depositions. Employees are not entitled to civil duty time for civil legal actions that they initiate or when named as a defendant in a private legal action that is unrelated to their University employment. The employee will notify the Employer as soon as they become aware of the need for a civil duty time off. Employees may keep any compensation received for fulfilling civil duty, such as jury pay or travel reimbursement.

Employees assigned to work evening shift, who are scheduled to work the evening of civil duty shall be considered to be scheduled for the day shift for that day.

Employees assigned to work the night shift who are scheduled to work the day before and the day of civil duty leave will be allowed to have their civil duty leave the day before or the day of civil duty service. Employees assigned to work the night shift who are scheduled to work the day before and the day of civil duty leave may also utilize vacation time off for all or a portion of the shift not covered by civil duty time off in accordance with Article 17 Vacation. Employees may also request to change their schedule to accommodate civil duty leave.

26.2. Bereavement Time Off.

An employee shall be granted up to ~~five~~^{three} (53) continuous or non-continuous days of ~~paid~~ bereavement time off, as requested by the employee, for each death of a family member ~~or loss of pregnancy, including the stillbirth or miscarriage of a child.~~ Bereavement time off beyond ~~five~~^{three} (53) days may be approved based on individual circumstances, such as relationship of the employee to the deceased family member, employee responsibility for making funeral arrangements, religious reasons and/or distance of travel out of the area. Upon the Employer's approval, the employee may choose to use the following types of time off for beyond the ~~five~~^{three} (53) days: sick, vacation, holiday credit, comp time, personal holiday or unpaid time off.

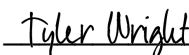
~~Family members includes biological, adoptive, de facto, or foster parent, stepparent, or legal guardian of an employee, or a person who stood in loco parentis when the employee was a minor child; sibling, spouse, domestic partner, grandparent, grandchild, or child, regardless of age or dependency status, including a biological, adopted or foster child, stepchild, or a child to whom the employee stands in loco parentis, is a legal guardian, or is a de facto parent. Family members include those persons in a "step" relationship.~~

~~Family member also includes individuals in the following relationships with the employee's spouse or domestic partner: child, parent (as defined above), or grandparent.~~

Family member for the purpose of bereavement time off is defined as the employee's spouse or domestic partner, child, child's spouse, parent, grandparent, grandchild, and sibling. Family member also includes individuals in the following relationships with the employee's spouse or domestic partner: child, grandchild, parent, or grandparent. Child also includes a child of a legal guardian or de facto parent, regardless of age or dependency status and those to whom the employee is "in loco parentis" or "de facto" parent as well as a child of a legal guardian or de facto parent. Parent and parent-in-law also includes de facto parent, foster parent, stepparent, or legal guardian. Family members include those persons in a "step" relationship. Family member includes any individual who regularly resides in the employee's home, except that it does not include an individual who simply resides in the same home with no expectation that the employee care for the individual.

For the Union:

Signed by:


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Tyler Wright

Date:

9/9/2025

For the Employer:

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Catherine Scheid

Date:

9/9/2025