

ARTICLE [x]. LEAVES

Section 1. General.

Oregon Tech will maintain all of the leave policies applicable to bargaining unit faculty members on the Office Human Resources website and in the Faculty Handbook. The Employer will comply with applicable state and federal laws or guidance regarding leaves.

Section 2. Sick Leave With Pay

All bargaining unit faculty members appointed at 1.0 FTE shall be credited with eight (8) hours of sick leave for each full month of employment, or two (2) hours for each full week of employment less than one month ~~and be able to use them as provided by OAR 580-21-040.~~

Members employed .5 FTE or more will be credited a prorated amount. ~~For the purposes of this article, OAR 101-0150-002605(28) outlines the rules for domestic partners.~~

Sick leave is not earned or used during sabbatical leave, professional fellowship leave, career development leave, or leave without pay. Sick leave credit shall be earned during sick leave with pay and during other periods of paid leave. There is no limit on the amount of sick leave that may be accrued.

Bargaining unit members are eligible to receive a sick-leave-with-pay advance as needed to provide the difference between sick leave earned as of the onset of the illness or injury and 520 hours. Part-time bargaining unit faculty members are eligible to receive a sick-leave-with-pay advance proportional to FTE. Bargaining unit faculty members on fixed-term appointments may receive an advance that can be repaid before the end date of their current appointment. These bargaining unit members are also eligible to receive an advance beyond the end date of their current appointment, upon written approval from the Provost or their designee. As sick leave is earned, the amount shall replace any sick leave advanced until all advanced time is replaced with earned time.

Sick leave shall be used in accordance with applicable institutional sick leave policies; eligibility conditions are also set in institutional policy.

Section 3. Family Medical Leaves

Oregon Tech shall abide by State and Federal statutes concerning family/medical leave, providing job-protected leave to employees for certain family, ~~and~~ medical reasons and safe leave. In cases where leave qualifies both under State and Federal family medical leave, the Employer shall designate leave under the law that is most advantageous to the bargaining unit faculty member/employee. During the leave of absence, the faculty member must use accrued paid sick leave and, at the faculty member's option, may retain a minimum balance of forty (40) hours of sick leave before taking unpaid leave. The Employer shall maintain benefits and access to the Employee Assistance Program (EAP) during the leave.

Upon termination of the leave, the bargaining unit faculty member shall be restored to the former position or an equivalent available and suitable position without loss of salary level, years in rank, retirement service credits, or any other benefit or right that had been earned at the time the leave of absence commenced, but reduced by any paid leave the faculty member used during the leave of absence.

47 Effective September 16th, 2020, during a twelve-month period, a bargaining unit member may take
 48 up to one hundred and twenty (120) hours of paid family and medical leave.

49 ~~Section 4. Donated Leave Bank.~~

50 ~~For this type of leave, see the Article [x] on Donated Leave Bank.~~

51 Section ~~4~~5. Sabbatical Leaves.

52 For this type of leave, see the Article [x] on Sabbaticals.

53 Section ~~5~~6. Vacation Accrual.

54 Eligible faculty members with a twelve month, 1.0 FTE appointment accrue 15 hours of vacation
 55 per month. No faculty member may accrue in excess of 260 hours. The maximum number of hours
 56 that can be paid upon termination is 180 hours.

57 During forced closures, bargaining unit faculty member with a 12 month, 1.0 FTE contract shall
 58 have the option of taking vacation or working from on- or off-campus work sites. If faculty opt to
 59 work during a forced closure, a mutually agreeable work plan will be submitted in a timely fashion to
 60 the Department Chair or direct supervisor.

61 Section ~~6~~7. Other Paid Leaves of Absence.

62 A. Jury Duty

63 When jury duty service interferes with the work assignment of a bargaining unit faculty member, he
 64 or she shall be entitled to leave with pay for the time away from work required by jury service and
 65 may keep any monies paid by the court for the service. Upon receipt of a summons to jury duty, a
 66 bargaining unit faculty member will inform his or her immediate supervisor of the date(s) for which
 67 the bargaining unit faculty member has been summoned to jury duty and will provide the supervisor
 68 with a copy of the summons, if requested.

69 B. Paid Military leave, if:

- 70 1. The period does not exceed 15 calendar days or 11 workdays in any calendar year.
 71 2. The bargaining unit member is a member of the National Guard or a reserve unit of the
 72 armed forces.

73 Section ~~7~~8. Unpaid Leaves of Absence.

74 At the discretion of the Oregon Tech's ~~President~~ Provost or designee, leaves of absence without pay
 75 may be granted to any bargaining unit member for the following reasons:

- 76 ● the desire to pursue or complete advanced training (career development leave),
 77 ● travel, ~~or~~
 78 ● appointment to a position elsewhere for a limited time, where such appointment serves the
 79 best interests of OTT as well as those of the individual (professional leave, for example, a
 80 visiting appointment elsewhere, or a research fellowship, temporary chairmanship, etc) or
 81 ● personal reasons;
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83 Upon termination of the leave, the bargaining unit faculty member shall be restored to the former
84 position or an equivalent available and suitable position without loss of salary level, years in rank,
85 retirement service credits, or any other benefit or right that had been earned at the time the leave of
86 absence commenced, but reduced by any paid leave the faculty member used during the leave of
87 absence.

88
89 A military leave of absence shall be granted to any bargaining unit faculty member for the duration
90 of service with the U.S. Armed Forces. Upon honorable discharge, an employee has 90 days in
91 which to apply for reinstatement, and must report to work within a six (6) month period specified in
92 state and federal law.

93 The Employer shall comply with all Federal and State laws regarding rights and privileges granted to
94 bargaining unit faculty members serving in the US Armed Forces, National Guard and reserves. In
95 the event of a conflict in the laws regarding the rights of bargaining unit faculty members serving in
96 the US Armed Services, the conflict shall be resolved in favor of the employee. The applicable state
97 or federal law takes precedent.

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