

3
4 **LEAVES**
5

6 **It is the intention of the Employer to continue providing all leaves of absence as already provided**
7 **to eligible bargaining unit members such as, but not limited to, Sabbaticals, Family Medical**
8 **Leave, Sick Leave, Vacation Leave, Holidays, Interruptions of University Operations, Jury Duty,**
9 **and leaves for other civic duties.** The Employer will comply with applicable university policy;
10 Leave Administration Policies, Procedures, and Guidelines; and state and federal laws regarding
11 leaves.

12
13 Section 1. Paid Sick Leave. Bargaining unit members will accrue sick leave, proportional to the
14 employee's appointment percentage, at the full-time rate of eight hours per month or two hours for
15 each week of employment less than one month. **Bargaining unit members employed below 0.50 FTE**
16 **accrue one hour of sick time for every thirty hours worked or one and one-third hours for every forty**
17 **hours worked.**

18
19 There is no limit to the amount of sick leave that may be accrued by a bargaining unit member.

20
21 Sick leave continues to accrue during sick leave with pay and other paid leaves. Sick leave is not earned
22 or used during sabbatical leave or leave without pay.

23
24 All other conditions of sick leave accrual and eligibility are **determined by the Employer** and set forth in
25 university policy; Leave Administration Policies, Procedures and Guidelines.

26
27 ~~**Section 2. Sick Leave Transfer.** At any time of their choosing, a faculty member may irrevocably~~
28 ~~transfer up to 120 hours of accrued sick leave to other faculty members. A faculty member with a~~
29 ~~demonstrable need may receive and use up to 120 hours of transferred sick leave from one or a~~
30 ~~combination of faculty members once their own accrued paid leave (sick leave, family and medical~~
31 ~~leave, and vacation) has been exhausted. This leave is to be used prior to a faculty member borrowing~~
32 ~~against their future leave. Applications to receive a transfer of sick leave will be submitted to both~~
33 ~~the Office of Human Resources and United Academics. United Academics will supply the names of~~
34 ~~faculty members and the respective amounts of their sick leave to be transferred to the Office of~~
35 ~~Human Resources. The Office of Human Resources will ensure that the leave amounts can be fulfilled~~
36 ~~and process the leave transfer accordingly.~~

37
38 ~~**Section 3. Sick Leave Advance.** Each faculty members employed at or above 0.50 FTE is entitled to~~
39 ~~receive a sick leave with pay advance as needed to provide the difference between currently~~
40 ~~available sick leave at the onset of the illness or injury and 520 hours. Part time faculty are eligible to~~
41 ~~receive a sick leave with pay advance proportional to their FTE to provide the difference between~~
42 ~~sick leave earned as of the onset of the illness or injury and a prorated of 520 hours. As sick leave is~~
43 ~~earned, the amount shall replace any sick leave advanced until all advanced time is replaced with~~
44 ~~earned time. No more than a 520 hour sick leave advance is available during a seven year period that~~
45 ~~begins with the first sick leave advance. More than one sick leave advance is possible as long as the~~
46 ~~total advance does not exceed 520 hours during a seven year period. Sick leave that may have been~~
47 ~~advanced, but unused, cannot be considered for purposes of computing retirement benefits. Faculty~~
48 ~~on fixed term appointments cannot receive an advance that extends beyond the end date of the~~

1 ~~fixed term appointment except upon written approval of their immediate supervisor.~~

2
3 **Section 24. Paid Vacation.** Bargaining unit members on 12- month appointments **at and above 0.50**
4 **FTE** accrue vacation, proportional to the employee's appointment percentage, at the rate of fifteen
5 hours per month.

6
7 Vacation accrual is available for use following six full calendar months of service. No bargaining unit
8 member may accrue in excess of 260 hours of vacation, and any accrued vacation in excess of this
9 cap shall be forfeited.

10
11 Bargaining unit members' vacation leaves are scheduled with the approval of the bargaining unit
12 member's supervisor and shall be scheduled cooperatively, in such a manner as to minimize
13 disruption to the university. Supervisors must be reasonable in allowing the use of vacation leave and
14 may not unreasonably deny vacation requests where the result would be the forfeiture of accrued
15 vacation.

16
17 Vacation may not be transferred between bargaining unit members.

18
19 Unused vacation will be paid out to the bargaining unit member upon termination of employment,
20 up to a maximum of 180 hours. ~~Vacation accrual will transfer with the faculty member when~~
21 ~~transferring into new positions within the university.~~

22
23 **Section 35. Paid Holiday and Paid Leave During Breaks.** Bargaining unit members are entitled to time
24 off for University-announced paid holidays. ~~and cannot be required to work on these days, except as~~
25 ~~necessary to maintain or operate critical facilities or operations.~~ If a bargaining unit member is
26 required to work on a holiday, they may take an equivalent amount of time off with pay at a later
27 date, as approved by their immediate supervisor. ~~Holidays include:~~

- 28 ~~• New Year's Day~~
- 29 ~~• Martin Luther King, Jr. Day~~
- 30 ~~• Memorial Day~~
- 31 ~~• Independence Day~~
- 32 ~~• Labor Day~~
- 33 ~~• Veterans Day~~
- 34 ~~• Thanksgiving Day~~
- 35 ~~• Day after Thanksgiving~~
- 36 ~~• Christmas Day~~

37
38 ~~Bargaining unit members will be considered to be on paid leave during the week between Christmas~~
39 ~~and New Year's Day, and during the week of Spring Break. If for any reason a bargaining unit member~~
40 ~~is required to work in person during one of these leave periods, that work will either be compensated~~
41 ~~as overload, or the bargaining unit member will be allowed to take an equivalent amount of time off~~
42 ~~with pay at a later date, as approved by their immediate supervisor.~~

43
44 ~~Bargaining unit members who do not earn vacation time cannot be required to perform in person~~
45 ~~work during their off term, except by mutual agreement with their supervisor. Any such work will be~~
46 ~~paid as overload.~~

47
48 **In most cases, a bargaining unit member will not be required to perform in-person work during the**

1 week between Christmas and New Year's Day, unless in-person work is essential to maintain or
2 sustain critical operations and is consistent with the duties described in the position description.

3
4 **Section 4. FMLA.** The University will abide by state and federal laws concerning family and medical
5 leave.

6
7 **Section 1. Duration of Leave.** A faculty member may qualify for up to twelve weeks of paid family
8 and medical leave during a twelve-month period. The twelve-month period begins the week in which
9 a faculty member applies for family and medical leave.

10
11 A faculty member may qualify for up to fourteen additional weeks of paid family and medical leave
12 taken as parental leave and up to six additional weeks of paid family and medical leave taken for an
13 illness, injury, or condition related to pregnancy or childbirth that disables the faculty member from
14 performing their job duties.

15
16 The total amount of paid family and medical leave a faculty member can take will not exceed thirty-
17 two weeks per year.

18
19 No faculty member may be required to take more family and medical leave than that faculty member
20 requests.

21
22 **Section 2. Purposes of Leave.** Family and medical leave may be taken for any of the following
23 purposes:

24 Parental leave to care for a new child during the first year after the birth, adoption, or placement
25 through foster care of a child;

26 Leave to care for a family member with a serious health condition, as defined in the Family and
27 Medical Leave Act (29 U.S.C. 2611);

28 Leave for the faculty member's own serious health condition, including pregnancy, as defined in the
29 Family and Medical Leave Act (29 U.S.C. 2611);

30 Leave to care for a covered service member as defined in the Family and Medical Leave Act (29 U.S.C.
31 2611);

32 Spousal leave for military deployment (ORS 659A.093);

33 Leave because of a qualifying exigency for a family member on active-duty service or notice of
34 impending active-duty service (29 C.F.R. 825.126); and

35 Leave for any purpose set forth in the Oregon Family Leave Act (ORS 659A.159).

36
37 **Section 3. Definition of Family Member.** Family member shall be defined as:

38 A family member as defined in the Oregon Family Leave Act (ORS 659A.150) the spouse of an
39 employee; the biological, adoptive, or foster parent or child of an employee; the grandparent or
40 grandchild of an employee; a parent-in-law of the employee or a person with whom the employee
41 was or is in a relationship of in loco parentis);

42 An individual who is biologically related to an employee;

43 An individual who is legally recognized under the laws of this state as related to an employee;

44 An individual for whom an employee is responsible for providing health care, assistance in accessing
45 or managing medical treatment or support with the activities of daily living;

46 An individual who lives with an employee and with whom the employee shares responsibility for
47 each other's common welfare; and

48 Any other individual whose close association with an employee is equivalent to a family relationship

1 as evidenced by a nexus of factors including, but not limited to, a shared responsibility for financial
2 obligations, signs of intent to marry, a child or children in common, the length of the personal
3 relationship between the individual and the employee, or common ownership of real or personal
4 property.

5
6 **Section 4. Incremental Use of Leave.** Leave may be taken in increments less than forty hours,
7 provided that the leave timing is predictable on a weekly basis, and the need for leave can be verified
8 by the faculty member. The Administration may request that the faculty member provide verification
9 of the need for leave.

10
11 **Section 5. Notice of Leave.** Faculty members will generally be expected to provide thirty days notice
12 before commencing leave, except in cases where the leave is unforeseeable. In such a case, the
13 faculty member will provide notice as soon as practicable, but in no event later than forty five days
14 after the date the leave has commenced.

15
16 **Section 6. Continuation of Salary and Benefits.** The faculty member shall be entitled to the
17 continuation of their full salary and all employment related benefits while they are on family and
18 medical leave.

19
20 **Section 7. Use of Other Accrued Leave.** Faculty using family and medical leave will not be required
21 to use any of their accrued leave, nor borrow against their future leave in order to maintain salary
22 and benefits. Faculty members will have the right to use their accrued, borrowed, or transferred leave
23 in addition to family and medical leave according to the provisions in Article xx.

24
25 **Section 8. Restoration of Position.** After the leave is finished, the faculty member shall be allowed
26 to return to their position. If that position no longer exists, they are entitled to be returned to an
27 available, equivalent position in terms of salary, benefits, and other terms and conditions of
28 employment.

29
30 A faculty member may not be retaliated against for using or inquiring about using family and medical
31 leave.

32
33 **Section 5. Interruption of University Operations.** Bargaining unit members are on a professional
34 work week and are not required to use accrued vacation leave in the event that the university, or
35 their particular work site, is closed for any reason, including inclement weather.

36
37 A bargaining unit member may not be asked to use accrued leave for missed work when **the Employer**
38 **has determined** their work site is **damaged, rendered inoperable, or demonstrably unsafe. Once the**
39 **Employer has identified an alternative work space or remedied the existing work space, the**
40 **bargaining unit member shall return to work, as directed.**

41
42 **Section 67. Jury Duty.** When jury duty interferes with the work assignment of a faculty bargaining
43 unit member, the bargaining unit faculty member shall be entitled to leave with pay for the time
44 away from work required by jury duty and may keep any monies paid by the court for the service.
45 Upon receipt of a summons to jury duty, a faculty bargaining unit member will inform their immediate
46 supervisor of the date(s) for which they have faculty member has been summoned to jury duty and
47 will provide the supervisor a copy of the summons, if requested.

1 **Section 78. Leaves for Other Civic Duties.** Bargaining unit members who have other short-term civic
2 obligations will be released from work with pay to perform these obligations. Such obligations
3 include, but are not limited to, occasions when bargaining unit members are a required participant
4 in immigration proceedings; when international bargaining unit members are voting at a consular
5 agency on their respective election day; and when bargaining unit members are subpoenaed to
6 appear as a witness in legal proceedings. A bargaining unit member will not be released from work
7 with pay for appearing as an expert witness if they are being compensated for that appearance.
8 Bargaining unit members are responsible for demonstrating the obligatory nature of the need and
9 providing appropriate documentation to verify the need to their immediate supervisor, if requested.

10
11 Bargaining unit members who are members of the United States Armed Forces Reserve, including
12 the National Guard, shall be granted leave in accordance with state and federal laws.

13
14 Bargaining unit members should submit a request for a leave of absence to the appropriate
15 supervisor prior to the leave period.

16
17 **Section 89. Professional and Personal Leaves.** Leaves of absence without pay may be taken for
18 purposes of professional development, personal convenience, completion of a terminal degree, or
19 other personally or professionally beneficial purposes.

20
21 The granting of unpaid leave is subject to the needs of the bargaining unit member's academic unit
22 and requires the approval of both their immediate supervisor and their Dean.

23
24 A Fellowship Leave is an unpaid leave for bargaining unit members who have received certain
25 fellowships that support research and writing, advanced study, or travel-related scholarly or
26 professional activities. ~~The faculty member will receive continuation of healthcare coverage and
27 other benefits not covered by the fellowship.~~

28
29 **Section 9. Sabbatical Leave. Section 1.** All eligible, **tenured** bargaining unit members, **at 0.50 FTE or**
30 **greater**, are encouraged to use sabbatical leave for research, writing, advanced study, travel for
31 observation and study of conditions relevant to the applicant's scholarly field or in other countries
32 affecting the applicant's field, or related scholarly or professional activities. Bargaining unit members
33 shall adhere to the process, as outlined ~~in this Article and~~ **in** the university Sabbatical Leaves policy,
34 when applying for and fulfilling the terms established for a sabbatical leave.

35
36 ~~**Section 2.** All faculty members who have achieved promotion and meet the following length of
37 service requirements are eligible to apply for a sabbatical leave.~~

38 ~~**9 Month Faculty:** Continuously appointed, without interruption by a sabbatical leave, at 0.50 FTE or
39 above for eighteen academic quarters (excluding Summer Session); or~~

40 ~~**12 Month Faculty:** Continuously appointed, without interruption by a sabbatical leave, at 0.50 FTE
41 or above for seventy-two months; or~~

42 ~~**Combined Term of Service:** An accumulated equivalent of 6.0 FTE years over an indefinite period of
43 9 month or 12 month appointments uninterrupted by a sabbatical leave.~~

44
45 ~~In calculating length of service, a one-year period of appointment at less than 0.50 FTE will count as
46 a period of three academic quarters of service for purposes of the time requirements in subsections
47 (a) and (b). A series of appointments shall be considered continuous whether or not interrupted by
48 one or more authorized leaves of absence (Article XX) other than a sabbatical leave.~~

1
2 ~~**Section 3.** Sabbatical leave salary shall be determined by multiplying the faculty member's base salary~~
3 ~~rate by the average FTE at which the faculty member was appointed during the length of service~~
4 ~~required to qualify for the sabbatical leave.~~

5
6 ~~The faculty member's base salary rate shall be determined using the annual rate in effect at the time~~
7 ~~the leave begins.~~

8
9 ~~**Salary for 9 Month Faculty Members**~~

10 ~~One academic year (three terms) on 70 percent of salary; or~~
11 ~~Two thirds of an academic year (two terms) on 85 percent of salary; or~~
12 ~~One third of an academic year (one term) on 100 percent of salary.~~

13
14 ~~**Salary for 12 Month Faculty Member**~~

15 ~~One year (12 months) on 70 percent of salary; or~~
16 ~~Two thirds of a year (eight months) on 85 percent of salary; or~~
17 ~~One third of a year (four months) on 100 percent of salary.~~

18
19 ~~The faculty member remains eligible for negotiated salary increases while on sabbatical leave.~~

20
21 ~~**Section 4.** Sabbatical leave shall be granted by the Provost when a faculty member has submitted an~~
22 ~~application for sabbatical leave demonstrating the leave will be used for research, writing, advanced~~
23 ~~study, travel for observation and study of conditions in our own or in other countries affecting the~~
24 ~~applicant's field or related scholarly or professional activities.~~

25
26 ~~When signed by all parties, the Sabbatical Leave Agreement becomes a binding contract. Revision of~~
27 ~~the Sabbatical Leave Agreement must be approved by all parties to the original Agreement.~~

28
29 ~~**Section 5.** At the end of the sabbatical leave, the faculty member shall submit a report of the~~
30 ~~accomplishments and benefits resulting from the leave, filing copies with the academic unit head,~~
31 ~~the Dean, and the Provost.~~

32
33 ~~**Section 6.** Each faculty member shall sign an agreement to return to Oregon State University for a~~
34 ~~period of time equal to the sabbatical leave period. If a faculty member fails to fulfill this obligation,~~
35 ~~the faculty member shall repay the full salary paid during the sabbatical leave plus the health care~~
36 ~~and retirement contribution paid by Oregon State University on behalf of the faculty member during~~
37 ~~the leave. This amount is due and payable within three months following the date designated in the~~
38 ~~Sabbatical Leave Agreement for the faculty member to return to Oregon State University.~~

39
40 ~~**Section 7.** Faculty members may supplement their sabbatical salaries to a reasonable degree,~~
41 ~~provided that such supplementation strictly conforms to the stated and approved purposes of the~~
42 ~~sabbatical leave. Supplementation of sabbatical leave paid from grants and contracts must be set up~~
43 ~~as a secondary job and approved by the sponsoring agency.~~