

3
4 **LEAVES**
5

6 It is the intention of the Employer to continue providing all leave of absences 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 University will comply with applicable state and federal
10 laws regarding leaves.
11

12 **Paid Leaves**
13

14 **Section 1. Paid Sick Leave.** Faculty Bargaining unit members employed at or above 0.50 FTE will
15 accrue sick leave, proportional to the employee's appointment percentage, at the full-time rate of
16 be credited with eight hours of sick leave per month or two hours for each week of employment less
17 than one month. Faculty Bargaining unit members employed below 0.50 FTE accrue one hour of sick
18 time for every thirty hours worked or one and one-third hours for every forty hours worked. credited
19 with a pro rata amount.
20

21 There is no limit to the amount of sick leave that may be accrued by an eligible bargaining unit
22 member a faculty member may accrue.
23

24 Sick leave is continues to accrued during sick leave with pay and other all-paid leaves. Sick leave is not
25 earned or used during sabbatical leave or leave without pay.
26

27 All other conditions of sick leave accrual and eligibility are determined by the Employer and set forth in
28 leave administration guidelines.
29

30 ~~**Section 2. Sick Leave Transfer.** At any time of their choosing, a faculty member may irrevocably
31 transfer up to 120 hours of accrued sick leave to other faculty members.~~

32 ~~A faculty member with a demonstrable need may receive and use up to 120 hours of transferred sick
33 leave from one or a combination of faculty members once their own accrued paid leave (sick leave,
34 family and medical leave, and vacation) has been exhausted. This leave is to be used prior to a faculty
35 member borrowing against their future leave.~~

36 ~~Applications to receive a transfer of sick leave will be submitted to both the Office of Human
37 Resources and United Academics. United Academics will supply the names of faculty members and
38 the respective amounts of their sick leave to be transferred to the Office of Human Resources. The
39 Office of Human Resources will ensure that the leave amounts can be fulfilled and process the leave
40 transfer accordingly.~~

41
42 ~~**Section 3. Sick Leave Advance.** Each faculty members employed at or above 0.50 FTE is entitled to
43 receive a sick leave with pay advance as needed to provide the difference between currently
44 available sick leave at the onset of the illness or injury and 520 hours. Part time faculty are eligible to
45 receive a sick leave with pay advance proportional to their FTE to provide the difference between
46 sick leave earned as of the onset of the illness or injury and a prorated of 520 hours. As sick leave is
47 earned, the amount shall replace any sick leave advanced until all advanced time is replaced with
48 earned time. No more than a 520-hour sick leave advance is available during a seven-year period that~~

1 begins with the first sick leave advance. More than one sick leave advance is possible as long as the
2 total advance does not exceed 520 hours during a seven-year period. Sick leave that may have been
3 advanced, but unused, cannot be considered for purposes of computing retirement benefits. Faculty
4 on fixed term appointments cannot receive an advance that extends beyond the end date of the
5 fixed term appointment except upon written approval of their immediate supervisor.
6

7 **Section 24. Paid Vacation. Bargaining unit members** Vacation means absence from work permitting
8 rest and recreation for a specified period of time during which regular compensation continues.
9 Faculty members on 12-month appointments are automatically eligible to accrue vacation time.
10 Faculty members on 9-month appointments do not accrue vacation. Faculty members employed at
11 or **and** above 0.50 FTE accrue vacation, **proportional to the employee's appointment percentage**, at
12 the rate of fifteen hours per month. Faculty members employed below 0.50 FTE accrue vacation on
13 a ~~pro-rata~~ basis. **Faculty Bargaining unit** members on 9-month appointments do not accrue vacation.
14

15 Vacation accrual is available for use **following** six **full calendar** months **of service** after vacation
16 accrual begins. No ~~faculty bargaining unit~~ member may accrue in excess of 260 hours of vacation,
17 and any accrued vacation in excess of this cap shall be forfeited.
18

19 ~~Faculty Bargaining unit~~ members' vacation leaves are scheduled with the approval of the bargaining
20 unit member's supervisor and shall be scheduled cooperatively, **in such a manner as to minimize**
21 **disruption to the organization**. Supervisors must be reasonable in allowing the use of vacation leave
22 and may not unreasonably deny vacation requests where the result would be the forfeiture of
23 accrued vacation.
24

25 Vacation may not be transferred between ~~faculty bargaining unit~~ members.
26

27 Unused vacation will be paid out to the ~~faculty bargaining unit~~ member upon termination of
28 employment, **up to a maximum of 180 hours**. Vacation accrual will transfer with the faculty member
29 when transferring into new positions within the university.
30

31 **Section 35. Paid Holiday and Paid Leave During Breaks.** ~~Faculty Eligible bargaining unit~~ members **are**
32 **entitled** ~~earn the following to time off for University-announced~~ paid holidays, ~~and cannot be required to~~
33 ~~work on these days, except as necessary to maintain or operate critical facilities or operations. If an~~
34 ~~faculty member is required to work on a holiday, they may take an equivalent amount of time off with~~
35 ~~pay at a later date, as approved by their immediate supervisor:~~

- 36 ● ~~New Year's Day~~
- 37 ● ~~Martin Luther King, Jr. Day~~
- 38 ● ~~Memorial Day~~
- 39 ● ~~Independence Day~~
- 40 ● ~~Labor Day~~
- 41 ● ~~Veterans Day~~
- 42 ● ~~Thanksgiving Day~~
- 43 ● ~~Day after Thanksgiving~~
- 44 ● ~~Christmas Day~~
- 45

46 Faculty members will be considered to be on paid leave during the week between Christmas and New
47 Year's Day, and during the week of Spring Break. If for any reason a faculty member is required to

1 work in person during one of these leave periods, that work will either be compensated as overload,
2 or the faculty member will be allowed to take an equivalent amount of time off with pay at a later
3 date, as approved by their immediate supervisor.

4
5 Faculty members who do not earn vacation time cannot be required to perform in person work
6 during their off term, except by mutual agreement with their supervisor. Any such work will be paid
7 as overload.

8
9 **Section 4. FMLA. The University will abide by state and federal laws concerning family and medical**
10 **leave. Section 1. Duration of Leave.** A faculty member may qualify for up to twelve weeks of paid
11 family and medical leave during a twelve month period. The twelve month period begins the week
12 in which a faculty member applies for family and medical leave.

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

18
19 The total amount of paid family and medical leave a faculty member can take will not exceed thirty-
20 two weeks per year.

21
22 No faculty member may be required to take more family and medical leave than that faculty member
23 requests.

24
25 **Section 2. Purposes of Leave.** Family and medical leave may be taken for any of the following
26 purposes:

- 27 a. Parental leave to care for a new child during the first year after the birth, adoption, or
28 placement through foster care of a child;
- 29 b. Leave to care for a family member with a serious health condition, as defined in the
30 Family and Medical Leave Act (29 U.S.C. 2611);
- 31 c. Leave for the faculty member's own serious health condition, including pregnancy, as
32 defined in the Family and Medical Leave Act (29 U.S.C. 2611);
- 33 d. Leave to care for a covered service member as defined in the Family and Medical Leave
34 Act (29 U.S.C. 2611);
- 35 e. Spousal leave for military deployment (ORS 659A.093);
- 36 f. Leave because of a qualifying exigency for a family member on active duty service or
37 notice of impending active duty service (29 C.F.R. 825.126); and
- 38 g. Leave for any purpose set forth in the Oregon Family Leave Act (ORS 659A.159).

39
40 **Section 3. Definition of Family Member.** Family member shall be defined as:

- 41 a. A family member as defined in the Oregon Family Leave Act (ORS 659A.150) the spouse
42 of an employee; the biological, adoptive, or foster parent or child of an employee; the
43 grandparent or grandchild of an employee; a parent in law of the employee or a
44 person with whom the employee was or is in a relationship of in loco parentis);
- 45 b. An individual who is biologically related to an employee;
- 46 c. An individual who is legally recognized under the laws of this state as related to an
47 employee;
- 48 d. An individual for whom an employee is responsible for providing health care,

1 assistance in accessing or managing medical treatment or support with the activities
2 of daily living;

3 e. ~~An individual who lives with an employee and with whom the employee shares
4 responsibility for each other's common welfare; and~~

5 f. ~~Any other individual whose close association with an employee is equivalent to a family
6 relationship as evidenced by a nexus of factors including, but not limited to, a shared
7 responsibility for financial obligations, signs of intent to marry, a child or children in
8 common, the length of the personal relationship between the individual and the
9 employee, or common ownership of real or personal property.~~

10
11 ~~**Section 4. Incremental Use of Leave.** Leave may be taken in increments less than forty hours,
12 provided that the leave timing is predictable on a weekly basis, and the need for leave can be verified
13 by the faculty member. The Administration may request that the faculty member provide verification
14 of the need for leave.~~

15
16 ~~**Section 5. Notice of Leave.** Faculty members will generally be expected to provide thirty days notice
17 before commencing leave, except in cases where the leave is unforeseeable. In such a case, the
18 faculty member will provide notice as soon as practicable, but in no event later than forty five days
19 after the date the leave has commenced.~~

20
21 ~~**Section 6. Continuation of Salary and Benefits.** The faculty member shall be entitled to the
22 continuation of their full salary and all employment related benefits while they are on family and
23 medical leave.~~

24
25 ~~**Section 7. Use of Other Accrued Leave.** Faculty using family and medical leave will not be required
26 to use any of their accrued leave, nor borrow against their future leave in order to maintain salary
27 and benefits. Faculty members will have the right to use their accrued, borrowed, or transferred leave
28 in addition to family and medical leave according to the provisions in Article xx.~~

29
30 ~~**Section 8. Restoration of Position.** After the leave is finished, the faculty member shall be allowed
31 to return to their position. If that position no longer exists, they are entitled to be returned to an
32 available, equivalent position in terms of salary, benefits, and other terms and conditions of
33 employment.~~

34
35 A faculty member may not be retaliated against for using or inquiring about using family and medical
36 leave.

37
38 ~~**Section 5. Interruption of University Operations**~~~~**6. Closures, Curtailment of Operations, and Unsafe**~~
39 ~~**Workplaces.** No faculty Bargaining unit members are on a professional work week and are not
40 required will be forced to use accrued vacation leave in the event that the university, or their
41 particular work site, is closed for any reason, including inclement weather.~~

42
43 A faculty member may not be asked to use accrued leave for missed work when their work site is
44 damaged, rendered inoperable, or demonstrably unsafe.

45
46 ~~**Section 67. Jury Duty.** When jury duty interferes with the work assignment of a faculty bargaining
47 unit member, the bargaining unit faculty member shall be entitled to leave with pay for the time
48 away from work required by jury duty and may keep any monies paid by the court for the service.~~

1 Upon receipt of a summons to jury duty, a **faculty bargaining unit** member will inform their immediate
2 supervisor of the date(s) for which they **have** ~~faculty member has~~ been summoned to jury duty and
3 will provide the supervisor a copy of the summons, if requested.
4

5 **Section 78. Leaves for Other Civic Duties.** ~~Faculty Bargaining unit~~ members who have ~~other~~ short-
6 term civic obligations will be released from work with pay to perform these obligations. Such
7 obligations include, but are not limited to, **occasions when bargaining unit members are ÷a required**
8 **participant in** immigration proceedings; **when** international ~~faculty bargaining unit members are~~
9 voting at a consular agency on their respective election day; **and when** ~~, or faculty bargaining unit~~
10 **members are** being subpoenaed to appear as a witness **in legal proceedings.** ~~Faculty A~~**Bargaining unit**
11 members will not be released from work with pay for appearing as an expert witness if they are being
12 compensated for that appearance. ~~Faculty Bargaining unit~~ members are responsible for
13 demonstrating the obligatory nature of the need and providing appropriate documentation to verify
14 the need to their immediate supervisor, if requested.
15

16 ~~Faculty Bargaining unit~~ members who are members of the United States Armed Forces Reserve,
17 including the National Guard, shall be granted leave **in accordance with state and federal laws.** ~~for~~
18 ~~up to thirty days to perform training exercises or other obligatory service.~~ Compensation during this
19 time shall be equal to the difference between their regular salary and the compensation received for
20 the military service. Any leave beyond thirty days will be considered unpaid, unless the faculty
21 member chooses to use accrued, borrowed, or transferred leave to continue receiving salary.
22 The Administration will observe all applicable laws regarding military service, including Veteran
23 Employment Acts.
24

25 **Bargaining unit members should submit a request for a leave of absence to the appropriate**
26 **supervisor prior to the leave period.**
27

28 **Unpaid Leaves**

29
30 **Section 89. Professional and Personal Leaves.** Leaves of absence without pay may be taken for
31 purposes of professional development, personal convenience, completion of a terminal degree, or
32 other personally or professionally beneficial purposes.
33

34 The granting of unpaid leave is subject to the needs of the faculty member's academic unit and
35 requires the approval of both their immediate supervisor and their Dean.
36

37 A Fellowship Leave is an unpaid leave for faculty members who have received certain fellowships
38 that support research and writing, advanced study, or travel-related scholarly or professional
39 activities. ~~The faculty member will receive continuation of healthcare coverage and other benefits~~
40 ~~not covered by the fellowship.~~
41

42 **Section 9. Sabbatical Leave.** ~~Section 1-~~ All eligible, **tenured bargaining unit** faculty members, **at 0.50**
43 **FTE or greater,** are encouraged to use sabbatical leave for research, writing, advanced study, travel
44 for observation and study of conditions **in our own relevant to the applicant's scholarly field** ~~or in~~
45 ~~other countries affecting the applicant's field,~~ or related scholarly or professional activities.
46 **Bargaining unit members shall adhere to the process, as outlined in the university Sabbatical policy,**
47 **when applying for and fulfilling the terms established for a sabbatical leave.**
48

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

- 3 ~~a. **9 Month Faculty:** Continuously appointed, without interruption by a sabbatical leave, at~~
4 ~~0.50 FTE or above for eighteen academic quarters (excluding Summer Session); or~~
5 ~~b. **12 Month Faculty:** Continuously appointed, without interruption by a sabbatical leave, at~~
6 ~~0.50 FTE or above for seventy-two months; or~~
7 ~~c. **Combined Term of Service:** An accumulated equivalent of 6.0 FTE years over an indefinite~~
8 ~~period of 9 month or 12 month appointments uninterrupted by a sabbatical leave.~~

9
10 ~~In calculating length of service, a one-year period of appointment at less than 0.50 FTE will count as~~
11 ~~a period of three academic quarters of service for purposes of the time requirements in subsections~~
12 ~~(a) and (b). A series of appointments shall be considered continuous whether or not interrupted by~~
13 ~~one or more authorized leaves of absence (Article XX) other than a sabbatical leave.~~

14
15 ~~**Section 3.** Sabbatical leave salary shall be determined by multiplying the faculty member's base salary~~
16 ~~rate by the average FTE at which the faculty member was appointed during the length of service~~
17 ~~required to qualify for the sabbatical leave.~~

18
19 ~~The faculty member's base salary rate shall be determined using the annual rate in effect at the time~~
20 ~~the leave begins.~~

21
22 ~~**Salary for 9 Month Faculty Members**~~

- 23 ~~• One academic year (three terms) on 70 percent of salary; or~~
24 ~~• Two thirds of an academic year (two terms) on 85 percent of salary; or~~
25 ~~• One third of an academic year (one term) on 100 percent of salary.~~

26
27 ~~**Salary for 12 Month Faculty Member**~~

- 28 ~~• One year (12 months) on 70 percent of salary; or~~
29 ~~• Two thirds of a year (eight months) on 85 percent of salary; or~~
30 ~~• One third of a year (four months) on 100 percent of salary.~~

31
32 ~~The faculty member remains eligible for negotiated salary increases while on sabbatical leave.~~

33
34 ~~**Section 4.** Sabbatical leave shall be granted by the Provost when a faculty member has submitted an~~
35 ~~application for sabbatical leave demonstrating the leave will be used for research, writing, advanced~~
36 ~~study, travel for observation and study of conditions in our own or in other countries affecting the~~
37 ~~applicant's field or related scholarly or professional activities.~~

38
39 ~~When signed by all parties, the Sabbatical Leave Agreement becomes a binding contract. Revision of~~
40 ~~the Sabbatical Leave Agreement must be approved by all parties to the original Agreement.~~

41
42 ~~**Section 5.** At the end of the sabbatical leave, the faculty member shall submit a report of the~~
43 ~~accomplishments and benefits resulting from the leave, filing copies with the academic unit head,~~
44 ~~the Dean, and the Provost.~~

45
46 ~~**Section 6.** Each faculty member shall sign an agreement to return to Oregon State University for a~~
47 ~~period of time equal to the sabbatical leave period. If a faculty member fails to fulfill this obligation,~~
48 ~~the faculty member shall repay the full salary paid during the sabbatical leave plus the health care~~

1 and retirement contribution paid by Oregon State University on behalf of the faculty member during
2 the leave. This amount is due and payable within three months following the date designated in the
3 Sabbatical Leave Agreement for the faculty member to return to Oregon State University.

4
5 ~~**Section 7.** Faculty members may supplement their sabbatical salaries to a reasonable degree,~~
6 ~~provided that such supplementation strictly conforms to the stated and approved purposes of the~~
7 ~~sabbatical leave. Supplementation of sabbatical leave paid from grants and contracts must be set up~~
8 ~~as a secondary job and approved by the sponsoring agency.~~