

## Article \_\_\_: Leaves

**Section 1. General.** Oregon Tech will maintain all of the leave policies applicable to bargaining unit members on the Oregon Tech website supporting policies applicable to Faculty. Additional details pertaining to leave will be provided on the Office of Human Resources (OHR) website.

**Section 2. Sick Leave With Pay.** All bargaining unit 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 (1) month, ~~and be able to use their credited hours as provided by OAR 580-21-040 M~~ bargaining unit members employed .5 FTE or more will be credited a prorated amount.

Sick leave is not earned or used during sabbatical leave, 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.

[Sick leave must be used in compliance with Oregon Tech sick leave policies and procedures.](#)

**Section 3. Family Medical Leaves.** Oregon Tech will abide by State and Federal concerning family/medical leave, providing job-protected leave to employees for certain family and medical reasons. In cases where leave qualifies both under State and Federal family medical leave, Oregon Tech shall designate leave under the law that is most advantageous to the bargaining member. During the leave of absence, the faculty member must use accrued paid sick leave and, at the ~~faculty-bargaining unit~~ member's option, may retain a minimum balance of ~~forty (40)~~ hours of sick leave before taking unpaid leave. The ~~Employer~~ faculty-bargaining unit member shall maintain benefits and access to the Employee Assistance Program (EAP) during the leave.

Upon termination of the leave, the ~~faculty-bargaining unit~~ member shall be restored to the ~~same 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.

~~Section 4. Donated Leave Bank.~~

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

~~Section 5. Sabbatical Leaves.~~

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

\*Oregon Tech reserves the right to add to, modify, or amend proposals during the course of negotiations.

**Section 6. Vacation Accrual.** Eligible faculty members with a twelve (12) month, 1.0 FTE appointment accrue 15 hours of vacation per month. No faculty member may accrue in excess of two hundred and sixty (260) hours. The maximum number of hours that can be paid upon termination is one hundred and eighty (180) hours.

During inclement weather or hazardous conditions forced where Oregon Tech designates a location fully closedures, faculty bargaining unit members with a 12 month, 1.0 FTE contract shall have the option of taking vacation or requesting permission to work remotely. working from on or off campus work sites. If a faculty bargaining unit member opt to requests to work remotely during such a forced closure, they must submit a written request to their Department Chair prior to commencing any work. The Department Chair has the discretion to approve or deny any such requests, which shall not be grievable. a mutually agreeable work plan will be submitted in a timely fashion to the Department Chair.

**Section 7. Jury Duty.** When jury duty service interferes with the work assignment of a bargaining unit faculty member, he or shethey shall be entitled to leave with pay for the time away from work required by jury service and may keep any monies paid by the court for the service. Upon receipt of a summons to jury duty, a bargaining unit faculty member will inform his or hertheir immediate supervisor of the date(s) for which the bargaining unit faculty member has been summoned to jury duty and will provide the supervisor with a copy of the summons.

When the bargaining unit member is dismissed from jury duty, they must receive a release slip from the court. They are then expected to return to work and present the slip to their supervisor. The supervisor will provide the summons and release slip to the Payroll Office to assure proper payment for jury duty time.

**Section 8. Unpaid Leaves of Absence.** At the sole discretion of the Oregon Tech's President Provost, or designee, leaves of absence without pay may be granted to any bargaining unit member for the following reasons:

- 1. the desire to pursue or complete advanced training,
- 2. travel, or
- 3. appointment to a position elsewhere for a limited time, where such appointment serves the best interests of OIT-Oregon Tech as well as those of the individual, or
- 4. for other reasons which may be consistent with Oregon Tech policies, procedures, or practices now in effect or hereinafter adopted.

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**Section 9. Military Leave.**

(A). A paid military leave of absence is available if the bargaining unit member is a member of the National Guard or a reserve unit of the U.S. Armed Forces and the period of leave does not exceed fifteen (15) calendar days or eleven (11) workdays in any calendar year.

(B). An unpaid military leave of absence shall be granted to any bargaining unit member for the duration of service with the U.S. Armed Forces. Upon honorable discharge, a bargaining unit member has ninety (90) days in which to apply for reinstatement, and must report to work within a six (6) month period specified in State and Federal law.

Oregon Tech shall comply with all Federal and State laws regarding rights and privileges granted to bargaining unit members serving in the U.S. Armed Forces, National Guard and reserves. In the event of a conflict in this Agreement, regarding the rights of bargaining unit members serving in the U.S. Armed Services, the applicable state or federal law takes precedent.

Bargaining unit members requiring military leave not related to annual training should contact the OHR for specific application of protected leave and benefits available.