Article XX: Leaves

Section 1. General. Oregon Tech shall comply with applicable state and federal laws or guidance regarding leaves. 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; bargaining unit members employed .5 FTE or more will be credited a prorated amount.

Sick leave shall be used in compliance with Oregon Tech sick leave policies and procedures.

Sick leave is not earned or used during sabbatical leave, professional leave, career development leave, or leave without pay. Sick leave may not be used when a bargaining unit member is on administrative leave without pay or when suspended 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 may be eligible for an advancement on their unearned sick leave pursuant to Oregon Tech policy (former OAR 580-021-0040(5)).

Section 3. Family Medical Leaves. Oregon Tech will abide by applicable state and federal laws or guidance 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 unit member. During the leave of absence, the bargaining unit member must use accrued paid sick leave and, at the bargaining unit member's option, may retain a minimum balance of forty (40) hours of sick leave before taking unpaid leave.

Upon return to work following the leave, the bargaining unit member shall be restored to the same or equivalent available and suitable position without loss of salary level, years in rank, retirement service credits, or any other privilege 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. Vacation Accrual. Eligible faculty members with a twelve (12) month, 1.0 FTE appointment accrue fifteen (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 of employment is one hundred and eighty (180) hours.

During inclement weather or hazardous conditions where Oregon Tech designates a location fully closed, bargaining unit members with a 12-month, 1.0 FTE contract shall have the option of taking vacation in place, if applicable, or requesting permission to work remotely. If a bargaining

unit member requests to work remotely during such a closure, they must submit a written request to their College Dean or University Librarian, or their designee, and receive approval before commencing any work. The College Dean or University Librarian, or their designee, has the discretion to approve or deny any such requests, which shall not be grievable.

Section 5. Jury Duty. When jury duty service interferes with the work assignment of a bargaining unit member, they 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 member will inform the immediate supervisor of the date(s) for which the bargaining unit member has been summoned to jury duty and will provide the supervisor with a copy of the summons, if requested.

Section 6. Unpaid Leaves of Absence.

(A). At the sole discretion of the Provost, or designee, leaves of absence without pay may be granted, subject to subsection (B), below, to any bargaining unit member for the following reasons:

1.) the desire to pursue or complete advanced training (i.e., career development leave);

2.) travel;

3.) appointment to a position elsewhere for a limited time, where such appointment serves the best interests of Oregon Tech as well as those of the individual (i.e., professional leave); or,

4.) for other reasons which shall be consistent with Oregon Tech policies, procedures, or practices now in effect or hereinafter adopted.

(B). The Provost, or designee, and bargaining unit member shall have a written agreement prior to commencing the leave that addresses the bargaining unit member's return to employment terms such as salary, years in rank, benefits, and other rights and privileges.

Section 7. Military Leave. Oregon Tech shall comply with all applicable state and federal laws or guidance regarding rights and privileges granted to bargaining unit members related to military or uniformed service. Bargaining unit members requiring military leave not related to annual training should contact the Office of Human Resources for specific application of protected leave and benefits available. In the event of a conflict in the laws regarding the rights and privileges granted to bargaining unit members related to military or uniformed service, the conflict shall be resolved in favor of the bargaining unit member.