

Black text – original

Orange text – OTAAUP suggested additions

~~Orange strikethrough – OTAAUP suggested deletions~~

Blue text – OT suggestions

Highlighted green – language accepted by both parties

Article 20XX: 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~~ **Leaves-related** 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.

(A). General Process. 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.**

Bargaining unit members employed at less than 1.0 FTE shall be credited with forty (40) hours of sick days at the start of each academic year.

Sick leave shall be used in compliance with ~~Oregon Tech sick leave policies and procedures~~ **the most recently adopted OARs and other State of Oregon 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\(5\)](#)).

(B). Paid Leave Oregon. Oregon Tech will comply with all applicable laws and regulations associated with Paid Leave Oregon, including ensuring access of all bargaining unit members to the benefits of Paid Leave Oregon or the equivalent plan. Oregon Tech shall maintain updated ~~information policy links~~ **information** on the HR website or TechWeb related to Paid Leave Oregon.

Bargaining unit members who utilize the Paid Leave Oregon or equivalent plan but do not receive 100% of their regular salary may, if the employee chooses, may use appropriately qualifying paid available, accrued sick time or vacation leave, or any other paid leave available. Bargaining unit members shall determine the order in which they use the appropriate leave options. If the member does not specify the order of use, sick leave will be used first.

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Given a conflict between this Agreement and Paid Leave Oregon laws, the university will follow Paid Leave Oregon laws.

~~To the extent required by the Paid Leave Oregon law, applicable provisions of the CBA, or state laws regulating employee benefits, bargaining unit members accessing the Paid Leave Oregon program who use eligible accrued leave hours in addition to make up the difference between their Paid Leave Oregon benefit and their regular salary amounts will continue to have their non-Paid Leave Oregon leave (i.e. accrued vacation and sick time) gross wages accrue all benefits to which they are eligible~~

Section 3. Family Medical Leaves. Oregon Tech will abide by applicable state and federal laws or guidance concerning family/medical leave, providing job and benefits-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 shall be designated under the applicable law (s) ~~that is most advantageous to the bargaining unit member.~~ ~~At the bargaining unit member's discretion, during the a leave of absence, they may 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 protected 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~~ bargaining unit member used during the leave of absence.

Section 4. Vacation Accrual. Eligible ~~faculty~~ bargaining unit 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 . Eligible bargaining unit members appointed at 1.0 FTE accrue 15 hours of vacation time per month; employees on appointments between .50 - .99 FTE will accrue vacation time in proportion to their FTE. The accrual of vacation leave is reduced on a pro-rata basis for any period of leave without pay, sabbatical leave, educational leave, and donated or borrowed leave. Vacation leave is accrued during other periods of paid leave. Vacation leave does not accrue during hourly or additional work contracts, or periods not covered by annual contract.

The maximum number of hours that can be paid upon termination of employment is one hundred and eighty (180) hours. ~~Eligible employees on a .50 FTE or more contract accrue vacation in proportion to their actual FTE.~~

Reporting Leave ~~vacation days shall be implemented for ease of access (e.g. link on HR website, through TechEmployeeWeb, or using similar technology) and communicated with ample time to bargaining unit members, at least once a year, preferably at the start of the academic year. Department chairs or appropriate administrative supervisors should approve or not approve vacation requests within 7 calendar days of the request being made.~~

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Section 5. Reporting Leave. Accrued leaves (sick and vacation) shall be reported using the current payroll timekeeping system on a monthly basis. Department chairs or another appropriate administrative supervisor shall approve or deny sick or vacation leave using the current payroll timekeeping system.

~~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 65. 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 and the payroll office with a copy of the summons, if requested.

Section 76. 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);

~~0. travel;~~

0. 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,
0. 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 87. 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.~~

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~~Section 8. Promotion-Related Career Development Paid Leave. For faculty to meet policy requirements related to obtaining advanced degrees such as a Master's or PhD, they should receive 4 credits of instructional workload units per term, which can be used as course release, for the equivalent of one course that they take towards their degree requirements. For a bargaining unit member taking more than one course, other forms of release time may be considered. ##~~

~~Section 9. Inclement Weather and other Campuswide closures. All bargaining unit members who are required to report during campuswide closures shall be notified of such requirement, at a minimum, at the beginning of each academic year. When the University announces a campus closure, they such will also announce whether classes are cancelled or moved to an online modality. If it will determine if lost instructional time needs to be made up for meeting accreditation standards. classes are cancelled, is required to close and if requested by the Provost, once safe to do so, If requested, bargaining unit members shall develop a customized plan to address the lost instructional time and share this plan with their Chairs and Dean or the University Librarian, as appropriate, for approval. once safe to do so and receive the approval of the Dean to insure that the plan meets accreditation standards.~~