

ARTICLE [x]. LEAVES

Section 1. General.

Oregon Tech will maintain all of the leave policies applicable to bargaining unit faculty members on the Office Human Resources website and in the Faculty Handbook.

Section 2. Sick Leave With Pay

All bargaining unit faculty 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 month and be able to use them as provided by OAR 580-21-040.

Members employed .5 FTE or more will be credited a prorated amount. For the purposes of this article, OAR 101-010-0005(8) outlines the rules for domestic partners.

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.

Section 3. Family Medical Leaves

Oregon Tech shall abide by State and Federal statutes 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, the Employer shall designate leave under the law that is most advantageous to the employee. During the leave of absence, the faculty member must use accrued paid sick leave and, at the faculty member's option, may retain a minimum balance of 40 hours of sick leave before taking unpaid leave. The Employer shall maintain benefits and access to the Employee Assistance Program (EAP) during the leave.

Upon termination of the leave, the faculty member shall be restored to the 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.

Section 6. Vacation Accrual.

Eligible faculty members with a twelve month, 1.0 FTE appointment accrue 15 hours of vacation per month. No faculty member may accrue in excess of 260 hours. The maximum number of hours that can be paid upon termination is 180 hours.

During forced closures, faculty with a 12 month, 1.0 FTE contract shall have the option of taking vacation or working from on- or off-campus work sites. If faculty opt to work during a forced closure, a mutually agreeable work plan will be submitted in a timely fashion to the Department Chair.

43 **Section 7. Other Paid Leaves of Absence.**

44 A. Jury Duty

45 When jury duty service interferes with the work assignment of a bargaining unit faculty member, he
46 or she shall be entitled to leave with pay for the time away from work required by jury service and
47 may keep any monies paid by the court for the service. Upon receipt of a summons to jury duty, a
48 bargaining unit faculty member will inform his or her immediate supervisor of the date(s) for which
49 the bargaining unit faculty member has been summoned to jury duty and will provide the supervisor
50 with a copy of the summons.

51 B. Paid Military leave, if:

- 52 1. The period does not exceed 15 calendar days or 11 workdays in any calendar year.
- 53 2. The bargaining unit member is a member of the National Guard or a reserve unit of the
54 armed forces.

55 **Section 8. Unpaid Leaves of Absence.**

56 At the discretion of the Oregon Tech’s President, leaves of absence without pay may be granted to
57 any bargaining unit member for the following reasons:

- 58 ● the desire to pursue or complete advanced training,
59 ● travel, or
60 ● appointment to a position elsewhere for a limited time, where such appointment serves the
61 best interests of OIT as well as those of the individual.

62 A military leave of absence shall be granted to any bargaining unit faculty member for the duration
63 of service with the U.S. Armed Forces. Upon honorable discharge, an employee has 90 days in
64 which to apply for reinstatement, and must report to work within a six (6) month period specified in
65 state and federal law.

66 The Employer shall comply with all Federal and State laws regarding rights and privileges granted to
67 bargaining unit faculty members serving in the US Armed Forces, National Guard and reserves. In
68 the event of a conflict in the laws regarding the rights of bargaining unit faculty members serving in
69 the US Armed Services, the conflict shall be resolved in favor of the employee. The applicable state
70 or federal law takes precedent.