

ARTICLE 28

Paid and Unpaid Absences

This article addresses short and long term absences due to personal illness, injury, medical appointment or procedure, or other disabling medical condition; the illness, injury, medical appointment or procedure, or other disabling condition of a child, spouse/partner, or parent; or bereavement. This article also applies to the birth or adoption of a new child, and to both parents if both parents are GTFs.

Section 1. Notification

Except as provided for in Sections 6, 7, and 9, it is the GTF's responsibility to complete the duties assigned to them in a given term. If it is impossible to report for work to complete assigned duties or meet a class as scheduled, the GTF should notify their supervisor or other designated department faculty/staff member (e.g., department head) as early as possible and before the first assigned duty on the day to be missed.

Section 2. Missed Class

In the case that the GTF will miss a class, the department may ask that the GTF to attempt to find a substitute. The designated department faculty/staff member will also try to find a substitute. Whenever possible, the GTF or their designee will provide the department faculty/staff member with information about the class to be covered (e.g., where they left off in the previous class). In cases where the absence is taken pursuant to Section 9, the department will ultimately be responsible for finding a substitute.

If no substitute is found, the department may elect to cancel the class.

Section 3. Missed Duties

If a GTF's workload allocation is adjusted due to the use of paid sick leave, a GTF may call for a review by the department/unit head or designee.

Except as provided for in Sections 6 and 7, for duties missed not related to a class meeting, the designated department faculty/staff member or supervisor will work with the GTF to determine when and how the work will be made up.

Section 4. Departmental Policy

Departments/employing units are required to have a GTF absence procedure documented in the GDRS. It may also be cited in the GTF/graduate student handbook, or on its website. The designated department faculty/staff member will be clearly identified in the documented procedure.

Section 5. Covering for Absent GTFs

When coverage is necessary, the employing unit will notify the Graduate School and the Graduate School will advise the employing unit regarding coverage for an absent GTF. If a GTF is assigned to cover the responsibilities of an absent GTF and those duties exceed the replacement GTF's current FTE workload allowance, the covering GTF's FTE will be adjusted accordingly at the rates below. Except in addressing coverage needs resulting from absences pursuant to Section 7, no adjustments will be made that would cause a GTF's appointment to exceed .49 FTE per term.

Any GTF who substitutes for another GTF who is on sick leave will either receive:

- 1) hourly compensation at the overtime rate of 1.5 times the substitute's current GTF pay rate
- 2) or will account for the hours within their regular work assignment if work as a substitute is specified in the workload allocation form, a relevant and specific job description in the department GDRS, or documented list of individual work duties for that GTF.

In no instance shall a GTF be required to pay for a substitute.

Section 6. Graduate School Consultation

If a GTF misses or is going to miss more than five days in a term, the GTF or their designee must contact the Graduate School. The Graduate School will coordinate with the GTF and employing unit on any adjustment due to the GTF's absence. Prior to adjusting a GTF's FTE, the following factors will be considered: (1) the duration of the absence, (2) the timing of the absence; (3) the GTF's assignment; (4) the ability of the GTF to perform assigned duties; (5) whether or not it is feasible to adjust the assignment of duties within the current term; (6) in the case of an absence pursuant to Section 7, whether or not it is feasible to adjust the assignment of duties over the course of the GTF's full appointment period; and (7) the absence's impact on academic progress. Where feasible and taking into consideration the aforementioned factors, adjustments to FTE will be applied equitably across all employing units. If there is no adjustment of FTE under this section, the Graduate School will assist the employing unit and the GTF in determining duty and workload allocation.

Section 7. Family and Medical Leave

When a GTF will be absent for a period of greater than five (5) consecutive working days (one week), they may be entitled to the Family and Medical Leave as described in this section. At the request of a GTF, Unpaid Parental Leave can be utilized before paid sick days.

a) Eligibility

Any GTF who has been an employee of the University, as a GTF, for at least one term preceding the term in which the leave is requested is eligible for leave according to the terms set forth in this section.

b) Provision

The GTF shall be entitled to a total of twelve (12) work weeks of unpaid leave during any twelve-month period for one or more of the following reasons: (1) the birth of a child and in order to care for such child; (2) placement of child with GTF for adoption or foster care; (3) the care of a spouse (or equivalent in accordance with Oregon state law), child, or parent of the GTF if a serious health condition exists; (4) a serious health condition of the GTF which makes the GTF unable to perform their duties. In cases where such leave is five (5) weeks or longer in a single term, such leave may be taken in conjunction with an academic leave of absence.

After exhausting sick leave (or before exhausting sick leave in the case of parental leave), a GTF who takes leave for one of these reasons has the right to shift duties and workload in a manner that allows the GTF to take at least two weeks off (including sick leave) over the course of the GTF's full appointment period. If a GTF exercises this right, duty and workload allocation will be determined under Section 6 of this Article. The foregoing two sentences do not affect a GTF's right under Section 6 to request additional adjustments to their duties and/or workload.

c) Notice Requirement

The GTF shall provide their employer with written notice not less than thirty (30) days prior to the date of requested leave, if practicable. In the case of an emergency or unforeseen circumstance, the GTF must give a verbal notice to their employer within twenty-four (24) hours of taking leave. In the case of a serious health condition, the University may request medical verification from a healthcare provider and the GTF must provide such verification within fifteen (15) days of the request.

d) Benefits Retention

GTFs appointed at .27 FTE or less shall retain their tuition waiver and the University shall continue to pay health care premiums during the duration of the GTF's leave if the GTF remains enrolled and has or will have performed works representing a minimum of .14 FTE during the term in which family and medical leave is taken. Salary will be adjusted to reflect changes in FTE.

All other GTFs will retain their tuition waiver and health care benefits if they have or will perform work representing a minimum of .16 FTE during the term in which family and medical leave is taken. Salary will be adjusted to reflect changes in FTE.

e) Job Protection

Upon returning to work after taking leave under these provisions, a GTF is entitled to be restored to the position of employment held by the GTF when the leave commenced, or an alternative position if the position held no longer exists. This provision will not be applicable in the case where the GTF returns in a term under which they did not have an appointment or an expectation of such appointment with the University.

f) Academic Leave of Absence

If a GTF takes an academic leave of absence after the normal filing date for declaring on leave status, the GTF shall contact the Graduate School for assistance in obtaining a complete withdrawal for the term. A GTF who takes an academic leave of absence will lose their tuition

waiver. A GTF who takes an academic leave of absence can maintain health benefits by paying COBRA premiums.

Section 8. Graduate Student Assistance Fund

a) On January 1, 2015 a "Graduate Student Assistance Fund" (the "Fund") will be established for the purpose of assisting graduate students, including GTFs, facing financial hardship relating to a Qualifying Event. The UO will place an amount equal to \$50 per admitted and enrolled UO master's and doctoral student (the "Annual Amount") into the Fund to be used for awards to eligible UO graduate students between January 1, 2015 and September 14, 2015 and annually thereafter, beginning on September 15, 2015. On September 15, 2015 and each September 15th thereafter, UO will replenish the Fund with the Annual Amount and will carry-forward amounts remaining in the Fund from the previous year up to one third of the previous year's Annual Amount (this process shall be referred to as the "Annual Accounting"). For purposes of determining the Annual Amount on any September 15th, the number of admitted and enrolled master's and doctoral students will be the number that were enrolled as cited in the Fall Fourth Week Data Report from the previous Fall.

b) For purposes of this section, a Qualifying Event is defined as follows: (1) the birth, adoption or foster care placement of a child; (2) pregnancy disability or prenatal care; or (3) to care for a spouse (or equivalent under Oregon law), child, or parent who is experiencing a serious medical condition or the student's own serious health condition.

c) The GTFF shall appoint two representatives to the Fund Committee.

d) Grievances under Article 13 related to the Graduate Student Assistance Fund are limited to those disputes over the process used to review the application and may be filed directly at Step 3. All other Fund disputes, including substantive determinations, shall be resolved through the Fund's appeal procedures.

Section 9. Paid Sick Days

The parties agree that this section implements SB 454 effective January 1, 2016 and provides a benefit equal to or better than that required by the law.

a) Eligibility

GTFs shall be eligible to use sick leave immediately upon accrual during any term in which a GTF has an appointment.

b) Work week

Unless specified otherwise, a GTF's work week is assumed to be made up of five consecutive days (Monday through Friday) with equal hours per day reflective of their assigned FTE.

c) Accrual

GTFs accrue two (2) work days of paid sick leave for every term of paid GTF work. During their first appointment in any school year, each GTF shall also accrue one (1) additional sick day. There shall be no waiting period before sick leave begins to accrue. Actual time worked and any time on approved paid leave shall determine the pro rata accrual of sick leave credits each month. All accumulated paid sick days can be utilized during any term of employment.

d) Bank, Compensation

GTFs can accrue a maximum of ten (10) work days of sick leave. There is no compensation for unused sick leave at any time during or after employment and hours do not transfer to non-GTF positions or other institutions. When a GTF uses sick leave they will be compensated at their current rate of pay. GTFs cannot donate sick leave to other employees, and leave cannot be donated to GTFs.

e) Restoration

GTFs who were previously employed by the University as a GTF in good academic standing and/or on an approved leave from the graduate school within the past 730 days and return to a GTF position shall have previously accrued and unused sick leave credits restored.

f) Exhaustion

A GTF who exhausts their sick leave may use unpaid leave for absences.

g) Use

GTFs who have earned sick leave credits must use and must record the use of sick leave for any period of absence during the member's regular work hours if the absence is due to the employee's illness, injury, pregnancy-related illness or other conditions, medical or dental care, exposure to contagious disease, or attendance upon members of the employee's immediate family (employee's parent(s), spouse or domestic partner, spouse or domestic partner's parent(s), children, brother, sister, grandmother, grandfather, son-in-law, daughter-in-law, or another member of the immediate household) where the employee's presence is required because of illness; or for any period of absence that is due to a death in the immediate family of the GTF or in the immediate family of the GTF's spouse or domestic partner.

Sick leave may be taken in the event that a lawful public health authority declares an emergency relating to the GTF's employment, their self-care, or the care of a family member.

Sick leave may be taken in the event that the GTF seeks legal services, law enforcement services, or medical treatment relating to domestic violence, harassment, sexual assault, or stalking for themselves or a minor child. In these cases, victim services and home relocations may also be covered by sick leave.

A GTF shall record sick leave use within a reasonable time of sick leave usage. There shall be no discipline for inadvertent failures to record hours, though the employer may request the record be updated.

For the purpose of eligibility and utilization of sick days available,

1. a scheduled work day shall be defined as a day containing scheduled work commitments including, but not limited to, lectures, recitations, labs, office hours, and staff meetings;
2. for purposes of grading, a GTF will use paid sick leave if a grading deadline is, or will be, missed; and
3. a paid sick day is a scheduled work day in which accrued paid time was utilized, and work hours were not completed at an alternate time.

h) Requests and Scheduled Leave

The University must provide a GTF with their accrued paid sick leave upon request when used pursuant to this section. In the event that the leave is not foreseeable, the GTF must follow the absence procedures set forth by the department in the GDRS and provide an estimated amount of time that leave is expected. In the event a GTF is unable to fulfill employment duties, services or obligations for reasons covered under this article, the GTF will notify the appropriate immediate supervisor (or department or unit designee) as promptly as possible so that arrangements for the absence can be made by the University. In addition, an affected GTF will make reasonable efforts to assist in arrangements for another to meet their employment obligations. In no case will the GTF be required to pay for such coverage. It is the responsibility of the University to find a temporary replacement.

i) Abuse and Discipline

Sick leave taken for reasons outside of the scope of this article may result in discipline up to and including termination. The University may only initiate a disciplinary process when the University has an articulable basis for doing so with observable evidence.

j) Sick Leave and Family and Medical Leave

GTFs who qualify for Family and Medical Leave pursuant to Section 7 shall use all accrued sick leave prior to entering unpaid status, except in the cases of parental leave. Days of paid sick leave count towards the 12 weeks of unpaid leave of Family and Medical Leave, except in the cases of parental leave.