

1 **ARTICLE 29**

2 **PAID AND UNPAID ABSENCES**

3

4 This article addresses short and long term absences due to personal illness, injury, medical appointment
5 or procedure, ~~or~~ other disabling medical condition, [or exposure to inappropriate behavior as defined in](#)
6 [other relevant Articles of this Agreement](#); the illness, injury, medical appointment or procedure, or other
7 disabling condition of a child, spouse/partner, or parent; or bereavement. This article also applies to the
8 birth or adoption of a new child, and to both parents if both parents are GEs.

9

10 **Section 1. Notification**

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12 Except as provided for in Sections 6, 7, and 8, it is the GE's responsibility to complete the duties assigned
13 to them in a given term. If it is impossible to report for work to complete assigned duties or meet a class
14 as scheduled, the GE should notify their supervisor or other designated department faculty/staff
15 member (e.g., department head) as early as possible and before the first assigned duty on the day to be
16 missed.

17

18 **Section 2. Missed Class**

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20 In the case that the GE will miss a class, the department may ask that the GE to attempt to find a
21 substitute. The designated department faculty/staff member will also try to find a substitute.

22 Whenever possible, the GE or their designee will provide the department faculty/staff member with
23 information about the class to be covered (e.g., where they left off in the previous class). In cases where
24 the absence is taken pursuant to Section 8, [or exposure to inappropriate behavior as outlined in](#)
25 [Appendix D](#), the department will ultimately be responsible for finding a substitute. If no substitute is
26 found, the department may elect to cancel the class.

27

28 **Section 3. Missed Duties**

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

32

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

36

37 **Section 4. Departmental Policy**

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

42

43 **Section 5. Coverage for Absent GEs**

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

51

52 Any GE who substitutes for another GE [who is on sick leave](#) will either receive:

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

58

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

60

61 **Section 6. Graduate School Consultation**

62

63 If a GE misses or is going to miss more than five days in a term, the GE or their designee must contact
64 the Graduate School. The Graduate School will coordinate with the GE and employing unit on any
65 adjustment due to the GE's absence. Prior to adjusting a GE's FTE, the following factors will be
66 considered: (1) the duration of the absence, (2) the timing of the absence; (3) the GE's assignment; (4)

67 the ability of the GE to perform assigned duties; (5) whether or not it is feasible to adjust the assignment
68 of duties within the current term; (6) in the case of an absence pursuant to Section 7, whether or not it
69 is feasible to adjust the assignment of duties over the course of the GE's full appointment period; and (7)
70 the absence's impact on academic progress. Where feasible and taking into consideration the
71 aforementioned factors, adjustments to FTE will be applied equitably across all employing units. If there
72 is no adjustment of FTE under this section, the Graduate School will assist the employing unit and the GE
73 in determining duty and workload allocation.

74

75 **Section 7. Family and Medical Leave**

76

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

80

81 a) Eligibility

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

84

85 b) Provision

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

93

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

100

101 c) Notice Requirement

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

107

108 d) Benefits Retention

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

113

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

117

118 e) Job Protection

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

124

125 f) Academic Leave of Absence

126 If a GE takes an academic leave of absence after the normal filing date for declaring on leave status, the
127 GE shall contact the Graduate School for assistance in obtaining a complete withdrawal for the term. A
128 GE who takes an academic leave of absence will lose their tuition waiver. A GE who takes an academic
129 leave of absence can maintain health benefits by paying COBRA premiums.

130

131 **Section 8. Paid Sick Days**

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

134 a) Eligibility

135 GEs shall be eligible to use sick leave immediately upon accrual during any term in which a GE has an
136 appointment.

137

138 b) Work week

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

141

142 c) Accrual

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

148

149 d) Bank, Compensation

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

154

155 e) Restoration

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

159

160 f) Exhaustion

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

162

163 g) Use

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

172

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

175 Sick leave may be taken in the event that the GE Sick leave may be taken in the event that the GE [is](#)
176 [exposed to inappropriate behavior](#), seeks legal services, law enforcement services, or medical treatment
177 relating to domestic violence, harassment, sexual assault, or stalking for themselves or a minor child.

178 seeks legal services, law enforcement services, or medical treatment relating to domestic violence,
179 harassment, sexual assault, or stalking for themselves or a minor child. In these cases, victim services
180 and home relocations may also be covered by sick leave.

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

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

184 1. a scheduled work day shall be defined as a day containing scheduled work commitments
185 including, but not limited to, lectures, recitations, labs, office hours, and staff meetings;

186 2. for purposes of grading, a GE will use paid sick leave if a grading deadline is, or will be,
187 missed; and

188 3. a paid sick day is a scheduled work day in which accrued paid time was utilized, and
189 work hours were not completed at an alternate time.

190

191 h) Requests and Scheduled Leave

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

201

202 i) Abuse and Discipline

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

206

207 j) Sick Leave and Family and Medical Leave

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

211