

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 or
5 procedure, or other disabling medical condition; the illness, injury, medical appointment or procedure, or
6 other disabling condition of a child, spouse/partner, or parent; ~~or bereavement;~~ or as an intervention for
7 exposure to inappropriate behavior as detailed in Article 25, Section 5. This article also applies to the
8 birth or adoption of a new child, and to both parents if both parents are GEs.

9 **Section 1. Notification**

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

14 **Section 2. Missed Class**

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

17 Whenever possible, the GE or their designee will provide the department faculty/staff member with
18 information about the class to be covered (e.g., where they left off in the previous class). In cases where
19 the absence is taken pursuant to Section 8, including when such leave is used as an intervention to
20 exposure to inappropriate behavior as detailed in Article 25, Section 5, ~~or exposure to inappropriate~~
21 ~~behavior as outlined in Appendix D;~~ the department will ultimately be responsible for finding a substitute.
22 If no substitute is found, the department may elect to cancel the class.

23 **Section 3. Missed Duties**

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

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

29
30 **Section 4. Departmental Policy**

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

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

35 When coverage is necessary, the employing unit will notify the Graduate School and the Graduate School
36 will advise the employing unit regarding coverage for an absent GE. If a GE is assigned to cover the
37 responsibilities of an absent GE and those duties exceed the replacement GE's current FTE workload
38 allowance, the covering GE's FTE will be adjusted accordingly at the rates below. Except in addressing

39 coverage needs resulting from absences pursuant to Section 7, no adjustments will be made that would
40 cause a GE's appointment to exceed .49 FTE per term.

41 Any GE who is assigned to cover the responsibilities of an absent GE with more than 24 hours notice
42 shall have their FTE adjusted in proportion to the amount of time used for the substitution.

43 Any GE who substitutes for 1) another GE who is on sick leave and 2) with notice of less than 24 hours
44 will either receive:

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

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

50 **Section 6. Graduate School Consultation**

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

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

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

66 a) Eligibility

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

69 b) Provision

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

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

83 c) Notice Requirement

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

89 d) Benefits Retention

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

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

97 e) Job Protection

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

103 f) Academic Leave of Absence

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

108 **Section 8. Paid Sick Days**

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

111 a) Eligibility

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

114 b) Work week

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

117 c) Accrual

118 GEs accrue ~~three (3) two (2)~~ work days of paid sick leave for every term of paid GE work. ~~At the time of~~
119 ~~their first appointment as a GE, each GE shall also accrue two (2) additional sick days available for use on~~
120 ~~the first working day of the term. During their first appointment in any school year, each GE shall also~~
121 ~~accrue one (1) additional sick day. There shall be no waiting period before sick leave begins to accrue.~~
122 [note: acceptance of no front-loading of sick days contingent on no sick day usage as part of Paid Parental
123 Leave LoA] Actual time worked and any time on approved paid leave shall determine the pro rata accrual
124 of sick leave credits each month. All accumulated paid sick days can be utilized during any term of
125 employment.

126 d) Bank, Compensation

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

131 e) Restoration

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

135 f) Exhaustion

136 A GE who exhausts their sick leave may ~~use request~~ unpaid leave for absences.

137 g) Use

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

146

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

149 Sick leave may be taken in the event that the GE is exposed to inappropriate behavior described in Article
150 25, Section 5, seeks legal services, law enforcement services, or medical treatment relating to domestic
151 violence, harassment, sexual assault, or stalking for themselves or a minor child.

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

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

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

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

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

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

164 **Regardless of actual time missed by a GE on a work day, sick leave will be taken in full-day increments.**

165 h) Requests and Scheduled Leave

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

175 i) Abuse and Discipline

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

179 j) Sick Leave and Family and Medical Leave

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