

ARTICLE 40 - SICK LEAVE

Section 1. Sick Leave with Pay. Sick leave with pay for employees shall be determined in the following manner:

(A) Eligibility for Sick Leave with Pay. Employees shall be eligible for sick leave with pay immediately upon accrual.

(B) Determination of Service for Sick Leave with Pay. Actual time worked and all leave with pay, except for educational leave, shall be included in determining the pro rata accrual of sick leave credits each month.

(C) Accrual Rate of Sick Leave with Pay Credits. Full time employees shall accrue eight (8) hours of sick leave with pay credits for each full month they are in pay status. Employees who are in pay status for less than a full month shall accrue sick leave with pay on a prorated basis. A temporary

employee appointed to a regular position in this bargaining unit, in the same university without a break in service of more than fifteen (15) calendar days shall accrue sick leave credits from the initial date of appointment to the temporary position.

Section 2. Utilization of Sick Leave with Pay. Employees who have earned sick leave credits shall be eligible for sick leave for any period of absence from employment which is due to the employee's illness, bodily injury, disability resulting from pregnancy, necessity for medical or dental care, attendance at an employee assistance program, exposure to contagious disease, attendance upon members of the employee's immediate family (employee's parent, wife, husband, domestic partner, children, brother, sister, grandmother, grandfather, grandchild, son-in-law, daughter-in-law or another member of the immediate household) where the employee's presence is required because of illness or death in the immediate family of the employee or the employee's spouse or domestic partner. The employee has the duty to insure that he/she makes other arrangements, within a reasonable period of time, for the attendance upon children or other persons in the employee's care. Certification of an attending physician or practitioner may be required by the university to support the employee's claim for sick leave if the employee is absent in excess of seven (7) days, or if the university has evidence that the employee is abusing sick leave privileges. The university may also require such certificate from an employee to determine whether the employee should be allowed to return to work where the university has reason to believe that the employee's return to work would be a health hazard to either the employee or to others. In cases of pregnancy, the university may require a certificate from the attending physician to determine if the employee should be allowed to work.

Section 3. Sick Leave Exhausted

(A) After earned sick leave has been exhausted, the university shall grant sick leave without pay for any job-incurred injury or illness for a period which shall terminate upon demand by the employee for reinstatement accompanied by a certificate issued by the duly licensed attending physician that the employee is physically and/or mentally able to perform the duties of the position.

(B) After earned sick leave has been exhausted, the university may grant sick leave without pay for any non-job-incurred injury or illness of a continuous and extended nature to any employee upon request for a period up to one (1) year. Extensions of sick leave without pay for a non-job-incurred injury or illness beyond one (1) year may be approved by the university.

(C) The university or the administrator may require that the employee submit a certificate from the attending physician or practitioner in verification of a disability, or its continuance resulting from a job-incurred or non-job-incurred injury or illness. Any cost associated with the supplying of a certificate concerning a job-incurred injury or illness that is not covered by Workers' Compensation benefits shall be borne by the employing university. Any cost associated with the supplying of a certificate concerning a non-job-incurred injury or illness shall be borne by the employee. In the event of a failure or refusal to supply such a certificate, or if the certificate does not clearly show sufficient disability to preclude that employee from the performance of duties, such sick leave may be canceled and the employee's service terminated.

(D) After all earned sick leave has been exhausted an employee may request, in cases of illness, to use other paid leave. The Employer may grant such requests and may require that the employee provide verification from an attending physician of such illness. Such requests shall not be unreasonably denied.

Section 4. Restoration of Sick Leave Credit. Employees who have been separated from OUS service and return to a position in the bargaining unit within two (2) years shall have unused sick leave credits accrued during previous employment restored.

Section 5. Transfer of Accruals. An employee shall have all of his/her accrued sick leave credits transferred when the employee is transferred to a different university.

Section 6. Workers' Compensation Payment. Sick leave resulting from a condition incurred on the job and also covered by Workers' Compensation, shall if elected to be used by the employee, be used to

equal the difference between the Workers' Compensation for lost time and the employee's regular salary rate. In such instances, prorated charges will be made against accrued sick leave. Should an employee who has exhausted earned sick leave elect to use accrued leave during a period in which Workers' Compensation is being received, the salary paid for such period shall be equal to the difference between the Workers' Compensation for lost time and the employee's regular salary rate. In such instances, prorated charges will be made against accrued leave.

Section 7. Assumption of Sick Leave. Whenever a university assumes control over the functions of a local government agency within the State of Oregon, such university may assume the unused sick leave that was accrued by an employee of the local government agency during employment therewith, provided the employee accepts an appointment, without a break in service, to that university. Should the monthly sick leave accrual rate of the local government agency be greater than that of the university, the maximum amount of sick leave assumable by the university shall be computed on the basis of the following formula:

Monthly Accrual Rate of University

$$\text{Monthly Accrual Rate of Local Agency} \times \text{Sick Leave Balance of Local Agency} \\ = \text{Maximum Sick Leave Assumable}$$

Should the monthly sick leave accrual rate of the local government agency be less than that of the university, the maximum amount of sick leave assumable by the university shall be the amount of unused sick leave accrued during employment with the local government agency.

Section 8. Hardship Leave. These provisions shall apply for the purpose of allowing employees within the bargaining unit at each university to irrevocably donate accrued vacation leave or compensatory time for use by eligible university bargaining unit recipients as sick leave. For purposes of this agreement, hardship leave donations will be administered under the following stipulations and the terms of this Agreement shall be strictly enforced with no exceptions.

- (A) The recipient and donor must be regular employees of the university/ college.
- (B) The Employer shall not assume any tax liabilities that would otherwise accrue to the employee.
- (C) Use of donated leave shall be consistent with those provisions found under Section 2 of this Article.
- (D) Applications for hardship leave shall be in writing and sent to the university's Human Resource Unit and accompanied by the treating physician's written statement certifying that the illness or injury will continue for at least thirty (30) days following donee's projected exhausting of the accumulated leave. Donated leave may be used intermittently.
- (E) Donations shall be credited at the recipient's current regular hourly rate of pay. Donations shall be used to reimburse the university for such costs as are incurred for insurance contributions pursuant to Article 24 - Insurance unless health insurance payments are mandated under the Family Medical Leave Act (FMLA).
- (F) Accumulated leave includes but is not limited to sick, vacation, personal, and compensatory leave accruals.
- (G) Employees otherwise eligible for or receiving Workers' Compensation, or on parental leave will not be considered eligible to receive donations under this agreement.

Section 9. Family Medical Leave Act (FMLA)

The parties acknowledge applicability of the federal Family Medical Leave Act (FMLA) to employees represented by the Union. The parties further agree to the following provision in the administration of the FMLA.

- (1) Employees may use sick leave or other forms of paid leave to which they are entitled under the collective bargaining agreement in conjunction with the FMLA.
- (2) The "FMLA year" is considered to be a twelve (12) month period rolling backward for each employee.
- (3) To be eligible for leave, an employee must have worked for the Employer for at least twelve (12) months and worked 1,250 hours during the 12-month period preceding the commencement of the leave.
- (4) During the period of FMLA leave, the employer's insurance contribution toward the health plan will continue at the level and under the conditions coverage would have been provided if the employee had continued to be employed continuously during the leave.
- (5) The Employer's determination of FMLA eligibility may require medical certification that the leave is needed due to an FMLA-qualifying condition of the employee or that of a member of the family. At the agency's expense, a second opinion may be requested.
- (6) A parent shall be granted a leave of absence up to twelve (12) weeks to care for a new baby under OFLA. Such leave can be less than twelve (12) weeks, if so requested by the employee, or at the discretion of management more than twelve (12) weeks, depending on the needs of the university. During the period of parental leave, the employee is entitled to use accrued vacation leave, compensatory time, leave without pay, or consistent with BOLI regulations, sick leave.