

Application for Hardship Leave Form

The request for hardship leave donations must be in writing and accompanied by the treating physician's written statement certifying that the illness or injury will continue for at least thirty (30) days following the donee's projected exhausting of all accumulated leave.

Article 47, Section 14 (c) . . . Employees who retain such vacation leave will not be eligible for hardship leave under Article 40 – Sick Leave, Section 8 until they have exhausted such vacation leave along with all other accumulated leave.

This application contains three sections, each of which must be completed by the applicant, payroll clerk and attending physician. A copy of Article 40 - Sick Leave, Section 8 of the SEIU local 503, OPEU contract and Article 24, Section 5 of the GCIU contract are attached.

Once completed, this application must be submitted to Human Resources.

Section I, EMPLOYEE REQUEST:

I _____, am applying for hardship leave donations in accordance with the provisions of Article 40, Section 8 of the SEIU local 503, OPEU contract or Article 24, section 5 of the GCIU labor agreement as stated below.

In accordance with the SEIU local 503, OPEU contract, Article 40, Section 8 and GCIU contract, Article 24, section 5, I understand that it is my responsibility to obtain projected ending dates along with the attending physician's statement certifying the illness or injury will continue for at least thirty (30) days following my projected exhaustion date of accumulated leave:

I project that my accumulated leave will be exhausted on: (date) _____

(Applicant's signature) _____ (date) _____

Section II, DEPARTMENT PAYROLL FACILITATOR

I certify that the employee leave balances are as follows:

Sick Leave: (hours) _____ (date exhausted) _____

Vacation: (hours) _____ (date exhausted) _____

CompTime: (hours) _____ (date exhausted) _____

Personal Leave: (hours) _____ (date exhausted) _____

(Payroll Facilitator's signature) _____ (date) _____

Section III, DOCTOR'S CERTIFICATION:

If this leave is covered under FMLA/OFLA, certification by a physician may have already been submitted.

1. Employee Name: _____

2. Family Member/Patient's Name: _____

3. Date patient/employee condition commenced: _____

4. Probable duration of patient/employee incapacity: _____

A. I certify that the employee will be needed to care for

(Family Member name) _____

from: (date) _____ to: (date) _____

B. I certify that _____ will be totally incapacitated

from: (date) _____ to: (date) _____

C. I certify that: _____ will be partially incapacitated

from: (date) _____ to: (date) _____

(Physician's Name) _____

(Physician's signature) _____ (date) _____

Submit the completed application to:

Laurie Mills

Human Resources

463 Oregon Hall

5210 University of Oregon

Eugene OR 97403-5210

Telephone: (541) 346-2950

Fax: (541) 346-2548

Article 40, Section 8 of the SEIU local 503, OPEU agreement:

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.

Article 47, Section 14(c) of the SEIU local 503, OPEU agreement:

. . . Employees who retain such vacation leave will not be eligible for hardship leave under Article 40 – Sick Leave, Section 8 unless and until they have exhausted such vacation leave along with all other accumulated leave.

Article 24, Section 5 of GCIU agreement:

Section 5 Hardship Leave. Each Institution will allow employees within the bargaining unit to make irrevocable donations of accumulated vacation leave or compensatory time for use by eligible bargaining unit recipients in that Institution as sick leave. Hardship leave donations will be administered under the following stipulations and shall be strictly enforced with no exceptions.

(a) The recipient and donor must be regular employees of the Institution.

(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 the other Sections of this Article.

(d) Applications for hardship leave shall be in writing and sent to the Institution's Human Resource Department 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) Accumulated leave includes but is not limited to sick, vacation, personal, and compensatory leave accruals.

(f) Donations shall be credited at the recipient's current regular hourly rate of pay.

Donations shall be used to reimburse the Institution for such costs as are incurred for insurance contributions pursuant to Article 8 for which the recipient is eligible to receive as a result of his/her use

of donated hardship leave.

(g) Employees otherwise eligible for or receiving disability benefits, workers' compensation, or on parental leaves will not be considered eligible to receive donations under this agreement.