

SEIU/Teamsters GCIU Hardship Leave Donation Form

University of Oregon – Human Resources
677 East 12th Ave., Ste. 400 – 5210 University of Oregon
Eugene OR 97403-5210
541-346-3159 – fax: 541-346-2548

Employee Information

Employee Name: _____ UO ID: _____

Phone: _____ Email Address: _____

Employee Donation Information

I have read and understand Article 40, Section 8 of the Classified OPEU/SEIU and Oregon's Public Universities Collective Bargaining Agreement or Article 24, Section 5 of the Teamsters Local Union #206 Labor Agreement for which I am donating. I voluntarily agree to irrevocably donate accrued vacation leave or compensatory time for use by an eligible university bargaining unit employee as sick leave.

(Unclassified employees are not eligible to donate accrued vacation to represented employees.)

I understand the following:

- If the recipient listed below passes away or otherwise fails to exhaust donated leave for the purpose for which it was donated, the unused leave will be pooled for use by future eligible university bargaining unit employees who qualify for hardship donations.
- Donations shall be credited at the recipient's current regular hourly rate of pay.
- My donation is irrevocable.

Name of Recipient: _____

*I understand that my donation may go to eligible recipients other than the recipient listed here and that my donation is irrevocable.

Department: _____

Number of Hours to be donated (must be in two-hour blocks):

Vacation Hours: _____ Compensatory Hours: _____

Signature of Donor: _____ Date: _____

Please read carefully and sign. Submit **only once** to Human Resources in one of the following ways:

scan/email to HRLeaves@uoregon.edu; fax to 541.346.2548; send through campus mail.

SEIU local 503, OPEU – Article 40; Section 8. Hardship Leave

These provisions shall apply for the purpose of allowing employees represented by SEIU Local 503 at each university to irrevocably donate accrued vacation leave or compensatory time for use by eligible SEIU Local 503 represented university employees as sick leave. If a hardship donation recipient dies or otherwise fails to exhaust donated leave for the purpose for which it was donated, the unused leave will be pooled for use by future recipients. 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 fifteen (15) calendar days following donee's projected exhausting of the accumulated leave. Donated leave may be used intermittently. Accumulated leave includes but is not limited to sick, vacation, personal, and compensatory leave accruals.
- (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) Employees receiving Workers' Compensation, or short or long-term term disability, will not be considered eligible to receive donations under this Agreement. Employees on parental leave that does not qualify under FMLA, will not be eligible to receive donations under this Agreement.

Article 47, Section 14(c), Vacation Leave 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.

Teamsters Local Union #206 - Article 24, 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 vacation 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.