

1 UNITED ACADEMICS PROPOSAL

2
3 ARTICLE 32. LEAVES

4
5 Leave Policies on Website

6
7 Section 1. The University will maintain all of the leave policies applicable to bargaining unit
8 faculty members on the Human Resources website and in the Faculty Handbook.

9
10 Sick Leave

11
12 Section 2. All bargaining unit faculty members appointed at 1.0 FTE will be credited with
13 eight hours of sick leave for each full month of employment, or two hours for each full week
14 of employment less than one month. Bargaining unit faculty employed at less than 1.0 FTE
15 will be credited with a pro rata amount.

16
17 Sick leave is not earned or used during sabbatical leave, fellowship leave, career development
18 leave, or leave without pay. Sick leave credit shall be earned during sick leave with pay and
19 during other periods of paid leave. There is no limit on the amount of sick leave that may be
20 accrued.

21
22 Section 3. Bargaining unit faculty members who have earned sick leave credits must use and
23 must record the use of sick leave for any period of absence during the faculty member’s regular
24 work hours on a day that the university is open during the term of the employee’s appointment, if
25 the absence is due to the employee’s illness, injury, pregnancy-related illness or other conditions,
26 medical or dental care, exposure to contagious disease, or attendance upon members of the
27 employee’s immediate family (employee’s parent(s), spouse or domestic partner, spouse or
28 domestic partner’s parent(s), children, sibling brother, sister, grandparent grandmother,
29 grandfather, child-in-law son-in-law, daughter-in-law, or another member of the immediate
30 household) where the employee’s presence is required because of illness; or for any period of
31 absence that is due to a death in the immediate family of the bargaining unit faculty member or
32 in the immediate family of the bargaining unit faculty member’s spouse or domestic partner.

33
34 The University may require a physician's certificate to support the sick leave claim for any
35 absence in excess of 15 consecutive days or for recurring sick leave use. The University may
36 require a physician's certificate before allowing the bargaining unit faculty member to return to
37 work to certify that the return would not be detrimental to the bargaining unit faculty member or
38 to others. ~~Transfer of sick leave for use by another university employee is not permitted.~~

39
40 Section 4. Disability Insurance. Bargaining unit faculty members employed at 0.50 FTE or
41 greater are eligible for salary continuance under the Short-Term and Long-Term Disability
42 Insurance policies made available through the University.

43
44 Section 5. Sick Leave Advance. Bargaining unit faculty members who earn paid sick leave
45 are also eligible for salary continuance for up to 90 calendar days of absence due to illness
46 through a combination of accrued sick leave, ~~and~~ advanced sick leave, and leave from the

1 **Donated Sick Leave Pool (DSLPL).** Each faculty member employed at 1.0 FTE is entitled to
2 receive a sick-leave-with- pay advance as needed to provide the difference between sick leave
3 earned as of the onset of the illness or injury and 520 hours; faculty employed at less than 1.0
4 FTE are eligible to receive a sick-leave-with-pay advance proportional to FTE to provide the
5 difference between sick leave earned as of the onset of the illness or injury and a prorate of 520
6 hours. As sick leave is earned, the amount shall replace any sick leave advanced until all
7 advanced time is replaced with earned time. No more than a 520-hour sick leave advance is
8 available during a seven-year period that begins with the first sick leave advance. More than one
9 sick leave advance is possible as long as the total advance does not exceed 520 hours during a
10 seven-year period.

11
12 Bargaining unit faculty members cannot receive an advance that extends beyond the end date
13 of their current contract or appointment except upon written approval of the Provost or
14 designee.

15
16 Qualifying events for sick leave advance are limited to the employee’s own health condition or
17 Parental Leave as described in Section 9 18 of this Article.

18
19 **Section 6.** A bargaining unit faculty member is entitled to transfer to the University of Oregon
20 with all unused sick leave earned with any Oregon public university, provided the break in
21 service prior to transfer does not exceed one month. A bargaining unit faculty member who
22 leaves employment with the university, and then is rehired before the end of the fiscal year of the
23 last day of employment, is entitled to reinstate the previous unused, accrued sick leave. A
24 bargaining unit faculty member who terminates employment is not entitled to compensation for
25 unused sick leave including in the calculation of retirement benefits under PERS.

26
27 **Section 7.** Bargaining unit faculty employed at .50 FTE or greater to teach summer session or
28 to work on summer wage appointments are eligible to accrue and to use sick leave during the
29 period of such appointment as provided in this Agreement.

30
31 **Donated Sick Leave Pool**

32
33 **Section 8.** The University and the Union will partner to maintain a Donated Sick Leave Pool
34 (DSLPL) for bargaining unit faculty members. Bargaining unit faculty members who participate in
35 the DSLPL may withdraw sick leave from the DSLPL as provided in Section 12 of this Article.

36
37 **Section 9.** All current bargaining unit members will be automatically enrolled in the DSLPL on
38 November 1, 2022, and on November 1 of each subsequent year.

39
40 New bargaining unit members will be provided information regarding the DSLPL at the time of
41 hire, in conjunction with other employee benefits information.

42
43 New hires will be able to draw from the pool from the time of hire. No contribution will be
44 necessary until the November 1 following their hire, unless the bargaining unit faculty member
45 draws from the pool prior to that date.

1 **Section 10.** Bargaining unit members who do not wish to remain enrolled in the DSLP may opt
2 out between October 1 and October 31, 2022, and then during the open enrollment period in each
3 subsequent year, which shall also occur between October 1 and October 31. A participating
4 member who does not affirmatively opt out of the DSLP during the annual open enrollment
5 period will be automatically renewed as a participant in the DSLP and will be subject to
6 assessments and special calls as provided below.

7
8 **Section 11.** Upon enrolling in the DSLP, a bargaining unit faculty member irrevocably pledges
9 up to 7 sick leave hours of the member's accrued sick leave for contribution to the DSLP,
10 regardless of the member's FTE, plus any annual assessments described below, if required. The
11 annual irrevocable pledge is subject to annual review and may be revised as per Section 13
12 below. If the bargaining unit faculty member does not have the requisite hours at the time of
13 enrollment, the enrollment will be held open and will be implemented as soon as the bargaining
14 unit faculty member has sufficient sick leave to enroll.

15
16 Bargaining unit faculty members shall receive acknowledgement of each donation made to the
17 DSLP and each allocation received from the DSLP within 20 working days of the donation or
18 allocation.

19
20 **Section 12.** A bargaining unit faculty member who participates in the DSLP may withdraw and
21 use sick leave from the DSLP as follows:

22
23 a. The member must have exhausted all of their own accrued sick leave.

24
25 b. The DSLP may be used to provide the member with paid time off during any leave that
26 qualifies under FMLA, OFLA, the Americans with Disabilities Act (ADA), or the
27 standards governing use of sick time as per Section 3 and Section 18 of this Article.

28
29 c. A bargaining unit faculty member must request use of leave from the DSLP on a form
30 to be prepared and provided by the University and the Union. The form will be available
31 on relevant UO Human Resources and Union webpages and will include instructions for
32 submission to the appropriate Human Resources officer. Requests that comply with the
33 provisions of this Article and for which sufficient DSLP hours are available shall be
34 approved.

35
36 d. The use of leave from the DSLP may be for a period of up to 40 working days at the
37 member's regular FTE. The maximum amount of leave from the DSLP that may be used
38 for a single event is 40 working days at the member's regular FTE. Should a member
39 require more than the maximum amount, the request may be considered by the DSLP
40 committee referenced in Section 15.

41
42 e. Leave from the DSLP may be used intermittently.

43
44 f. Leave from the DSLP is to be used prior to, and not concurrently with, any short-term
45 or long-term disability insurance that may be available to the bargaining unit faculty
46 member. Leave from the DSLP may be used concurrently with compensation from the

1 University's workers compensation insurance as long as compensation does not exceed
2 the employee's regular salary.

3
4 g. Leave from the DSLP may be used prior to or after, but not concurrently with, any
5 unearned sick leave advance that may be available to the member under Section 5 of this
6 Article.

7
8 h. Any denial of a request for sick leave from the DSLP must be in writing and include
9 the reason for the denial. Denials may be appealed through the grievance process as
10 outlined in Article 22.

11
12 **Section 13.** Sick time will be withdrawn from a participating bargaining unit faculty member's
13 accrued sick leave and charged to their department or unit as follows:

14
15 a. Sick leave will be withdrawn from a participating bargaining unit faculty member's
16 accrued sick leave and charged to their department or unit at the donating member's
17 hourly rate of pay, plus OPE on the dates or within the windows noted herein. These
18 funds will accrue to the DSLP to be used when needed.

19
20 b. DSLP funds must not be used for any other purpose than those allowed in Section 3 of
21 this Article.

22
23 c. Any balance of unused DSLP funds at the end of each fiscal year will roll over to the
24 subsequent year's DSLP.

25
26 **Section 14.** Should the DSLP require additional donations beyond those provided above, the
27 following will apply:

28
29 a. The DSLP can impose an assessment of up to 6 additional hours per year to
30 participating bargaining unit faculty members. The decision to impose an assessment
31 shall be made by the DSLP Committee (defined below). The minimum assessment shall
32 be 2 hours.

33
34 b. Should additional donations be required after the maximum assessments have been
35 received, the DSLP Committee will issue a special call for additional donated sick leave
36 on a voluntary basis. The special call window will be open for a period of 30 days unless
37 the University and the Union agree to a different amount of time. The special call will be
38 for 7 hours of additional donated sick leave unless the University and the Union agree to
39 make a call for a different number of hours.

40
41 c. If the special call does not replenish the pool sufficiently to meet the need, the DSLP
42 Committee will advise the University and the Union of the shortfall. The University and
43 the Union agree they will convene a meeting within 10 working days of such notice to
44 determine what additional options may be available to meet the needs of bargaining unit
45 faculty members. During this time, bargaining unit faculty members will be advised of
46 any and all programs they qualify for in order to get a complete paycheck on payday. It

1 should be noted that even after all efforts are exhausted, bargaining unit members faculty
2 may not receive a full paycheck.
3

4 **Section 15.** The University and the Union shall convene the DSLP committee to review the
5 operation of the DSLP. The Union and the University shall each appoint 2-3 members to the
6 committee. The committee will meet quarterly. At the quarterly meeting prior to the annual open
7 enrollment period, the committee will review prior year's performance and determine if the open
8 enrollment period donation amount in Section 11 above shall change to a higher or lower
9 amount.
10

11 **Section 16.** The University will provide to the committee on a quarterly basis; at least one week
12 prior to the DSLP committee meeting, the information in the list below. The information will be
13 provided at once in the same document:
14

15 a. Number of hours (and their monetized value) donated in the current quarter and in the
16 year to date.
17

18 b. Number of participating bargaining unit faculty members in the current quarter.
19

20 c. Number of hours (and their monetized value) paid out by the pool quarterly and in the
21 year to date.
22

23 d. Number of DSLP sick leave recipients in the current quarter.
24

25 e. List of all recipients (with no personal information), the amount of sick time they
26 requested, received, and any additional time that has been approved but not yet paid out.
27

28 f. DSLP balance (in monetized value).
29

30 g. Projected DSLP balance after approved disbursement requests are paid out (and the
31 timing of those future requests) based on the knowledge available at the time.
32

33 h. In order to protect bargaining unit faculty members' privacy and health information,
34 the names of members using the DSLP will not be provided.
35
36

37 **Parental Leave**

38
39 **Section 8 17.** The University will provide bargaining unit faculty members with unpaid leave
40 upon the birth or adoption of a child as provided by the Family Medical Leave Act (FMLA) and
41 the Oregon Family Leave Act (OFLA).
42

43 **Section 9 18.** ~~Tenure-track and Career NTTF b~~ Bargaining unit faculty members in the **Tenure**
44 **Related and Career Related** classifications or the category of **Postdoctoral Scholar** may take
45 leave under FMLA or OFLA with pay, in the following manner:
46

1 a. **The first 6 weeks.** As part of the first six weeks of leave, the bargaining unit faculty
2 member must use any available Short-Term Disability Insurance benefits, all accrued
3 vacation leave and all but 80 hours of accrued sick leave. If the bargaining unit faculty
4 member does not have sufficient accrued disability insurance benefits and accrued paid
5 leave to cover six weeks with full pay, the University will provide the faculty member
6 with the necessary amount of paid parental leave to allow the faculty member to receive
7 a total of six weeks paid parental leave.
8

9 b. **The second 6 weeks.** Bargaining unit faculty members may use accrued sick leave for
10 their remaining six weeks of parental leave (for a total of 12 work weeks of leave). In the
11 event that the faculty member does not have sufficient accrued sick leave, employees
12 may borrow advanced sick leave for the remainder of the second six work weeks
13 pursuant to Section 7 above. Based on the timing of the birth or adoption, this paid leave
14 may extend into a second term.
15

16 c. **The third 6 weeks for mothers who give birth.** Bargaining unit faculty members who
17 give birth and qualify pursuant to the OFLA may take up to an additional 6 weeks of
18 parental leave. The faculty member may use accrued sick leave during this time. Based
19 on the timing of the birth, this paid leave may extend into a second term.

20 If both parents are employees of the University, both parents are entitled to parental leave
21 as described in (a) and (b) above.
22

23 **Section 10 19.** A Tenure-track or ~~Related~~ or Career ~~Related~~ ~~NTTF~~ bargaining unit faculty
24 member who is eligible for leave under the FMLA or OFLA also has the option, within six
25 months after the birth or adoption of a child, to take up to one term of modified duties at full pay
26 status. Modified duties status provides full or partial release from classroom and classroom-
27 related teaching responsibilities at full pay following birth or adoption, without using accrued or
28 advanced sick leave. Any release from or reduction of teaching responsibilities does not mean
29 that the faculty member will be required to carry more than a normal load before or after the
30 leave.
31

32 **Section 11 20.** Bargaining unit faculty members in the Tenure-Track and Tenured ~~Related~~
33 classification who experience pregnancy, childbirth, or the adoption of a child and/or utilize
34 parental leave shall have the option of an additional probationary year before a tenure or
35 promotional review.
36

37 If a bargaining unit faculty member decides to stop the tenure review clock before the mid-term
38 review required in Article 20, Sections 7-11, the mid-term review will also be delayed.
39

40 **Paid Family and Medical Leave Insurance**

41

42 **Section 21.** The parties agree to meet and negotiate over the implementation of HB 2005, the
43 2019 Oregon Paid Family and Medical Leave Act (PFMLI), when the Bureau of Labor and
44 Industries (BOLI) promulgates administrative rules about the statute that apply to the University.
45 The University will provide the Union with notice of promulgation of the rules when received,
46 and bargaining will commence within 30 days of such notice.

1
2 **Vacation Leave**

3
4 **Section 12 22.** Vacation means absence from work permitting rest and recreation for a specified
5 period of time during which regular compensation continues. Bargaining unit faculty members
6 gain vacation privileges when employed at 0.50 FTE or more on a 12- month appointment.
7

8 **Section 13 23.** Eligible bargaining unit faculty members accrue vacation on a monthly basis,
9 beginning the first of the month following date of hire or on the first of the month if an employee
10 is hired the first working day of the month. Vacation accrues on the last day of the month and is
11 available for use the first day of the next month, subject to the restrictions in Section 14 of this
12 Article. Faculty members who have a 9-month appointment and are subsequently appointed to a
13 12-month contract shall receive credit for the previous 9-month appointment on a pro-rata basis.
14

15 Eligible bargaining unit faculty members with a 12-month, 1.0 FTE appointment accrue 15 hours
16 of vacation per month; eligible bargaining unit faculty members on a 0.50 FTE or more
17 12-month contract accrue vacation in proportion to their FTE.
18

19 **Section 14 24.** No employee may accrue in excess of 260 hours, and any accrued vacation leave
20 in excess of this cap will be forfeited.
21

22 **Section 15 25.** If an eligible bargaining unit faculty member transfers to the University of
23 Oregon
24 from another unclassified position at an Oregon public university and remains eligible for
25 vacation accrual, they shall transfer all accrued vacation leave to the new position at the
26 university, unless the break in service exceeds 30 days.
27

28 **Section 16 26.** The accrual of vacation leave is reduced on a pro-rata basis for a period of leave
29 without pay, sabbatical leave and educational leave. Vacation leave is accrued during other
30 periods of paid leave.
31

32 **Section 17 27.** Bargaining unit faculty members are not entitled to payment for unused vacation
33 leave except upon non-renewal, termination of employment, or upon transfer within the
34 university to another position if the faculty member is not eligible for vacation benefits in the
35 new position. The maximum number of hours that can be paid upon termination or transfer is
36 180 hours.
37

38 **Section 18 28.** Vacation leaves are scheduled with the approval of the bargaining unit faculty
39 member's supervisor and should be planned cooperatively. Supervisors must be reasonable in
40 allowing the use of vacation leave and may not unreasonably deny vacation requests where the
41 result would be forfeiture of accrued vacation. For purposes of calculation, one normal work day
42 is the equivalent of eight hours of vacation leave for a full-time employee.
43

44 **Section 19 29.** Bargaining unit faculty members must accurately record all vacation hours used.
45 The transfer of vacation time for use by any another employee of the university is not permitted.
46

1 **Holidays and Paid Leave During Breaks**
2

3 **Section 20 30.** Bargaining unit faculty members earn the following paid holidays and cannot be
4 required to work on these holidays, except as necessary to maintain or operate critical facilities
5 or operations. If a bargaining unit faculty member is required to work on a holiday for that
6 reason, they may take an equivalent amount of time off with pay at a later date, as approved by
7 the bargaining unit faculty member’s supervisor:
8

- 9 • New Year’s Day
- 10 • Martin Luther King, Jr.’s Birthday
- 11 • Memorial Day
- 12 • Independence Day
- 13 • Labor Day
- 14 • Thanksgiving
- 15 • Day after Thanksgiving
- 16 • Christmas Day
17

18 **Section 21 31.** Bargaining unit officers of instruction who do not earn vacation will be
19 considered to be on paid leave during the week between Christmas and New Year’s Day, and
20 during the week of Spring Break. If, for any reason, an Officer of Instruction is required to work
21 on campus during one of these paid leaves, that work will be compensated as overload.
22

23 **Leave Without Pay**
24

25 **Section 22 32.** A bargaining unit faculty member may petition the Provost or designee to be
26 granted leave without pay. The granting of leave without pay is in the discretion of the Provost
27 or designee. If granted, leave without pay may not exceed two consecutive academic or fiscal
28 years, depending on the appointment.
29

30 **Compliance with Laws**
31

32 **Section 23 33.** The University will comply with applicable state and federal laws, including the
33 ADA and the FMLA, regarding leaves and the accommodation of disabilities.
34

35 **Inclement Weather Policy**
36

37 **Section 24 34.** To bring clarity to the implementation of the University’s inclement weather
38 policy at the department or unit level, all faculty members who are required to report during
39 inclement weather shall be notified of such requirement, at a minimum, at the beginning of each
40 academic year.