

UNITED ACADEMICS PROPOSAL (3/14/2024)

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ARTICLE 32. LEAVES

Leave Policies on Website

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

Sick Leave

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

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

Section 3. Bargaining unit faculty members who have earned sick leave credits must use and must record the use of sick leave for any period of absence during the faculty member's regular work hours on a day that the university is open during the term of the employee's appointment, if the absence is due to the employee's illness, injury, pregnancy-related illness or other conditions, medical or dental care, exposure to contagious disease, or attendance upon members of the employee's immediate family (employee's parent(s), spouse or domestic partner, spouse or domestic partner's parent(s), children, stepchildren, sibling(s), grandparent(s), children-in-law, or another member of the immediate household) where the employee's presence is required because of illness; or for any period of absence that is due to a death in the immediate family of the bargaining unit faculty member or in the immediate family of the bargaining unit faculty member's spouse or domestic partner. **The University will provide each bargaining unit faculty member with clear instructions on how to report sick leave.**

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

When a bargaining unit faculty member with instructional duties takes partial or intermittent sick leave, the reduction in FTE shall correspond to teaching duties only, unless the faculty member requests that the reduction occur in service assignments.

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Section 4. Donated Sick Leave Pool (DSLP). The University and the Union will partner to design and implement a Donated Sick Leave Pool (DSLP) for bargaining unit faculty members by September 1, 2025.

Section 5. Paid Leave Oregon. The University will comply with all applicable laws and regulations associated with Paid Leave Oregon, including ensuring access of all bargaining unit members to the benefits of Paid Leave Oregon via the equivalent plan.

Bargaining unit faculty members who utilize the Paid Leave Oregon program but do not receive 100% of their regular salary, may, if the employee chooses, use appropriately qualifying paid sick time, vacation leave, or any other paid leave available. Bargaining unit faculty members shall determine the order in which they will use the appropriate leave options.

To the extent required by the Paid Leave Oregon law, applicable provisions of the CBA, or state laws regulating employee benefits, bargaining unit members accessing the Paid Leave Oregon program who use eligible accrued leave hours to make up the difference between their Paid Leave Oregon benefit amount and their regular salary amount will continue to have their non-Paid Leave Oregon leave (i.e., accrued vacation and sick) gross wages accrue all benefits to which they are eligible.

When the administration is notified by The Standard (or other equivalent plan provider) that a bargaining unit faculty member has been approved for Paid Leave Oregon benefits, the faculty member will be informed within 10 days of their ability to use eligible accrued leave hours to make up the difference between their Paid Leave Oregon benefit amount and their regular salary amount. Bargaining faculty members shall have a minimum of 10 days to respond to such notice. In the event that a faculty member is unable to respond, the default option shall be to utilize eligible accrued leave hours to make up the difference between their Paid Leave Oregon benefit amount and their regular salary amount.

In cases of emergency leave, bargaining faculty members shall be allowed to retroactively apply accrued leave to make up the difference between their Paid Leave Oregon benefit amount and their regular salary amount.

Section 4 6. Disability Insurance. Bargaining unit faculty members employed at 0.50 FTE or greater are eligible for salary continuance under the Short-Term and Long-Term Disability Insurance policies made available through the University.

Section 5 7. Sick Leave Advance. Bargaining unit faculty members who earn paid sick leave are also eligible for salary continuance for up to 90 calendar days of absence ~~due to illness for~~ qualifying reasons under the Oregon Sick Time Law (ORS 653.601 et seq.) through a combination of accrued sick leave, ~~and~~ advanced sick leave, and leave from the Donated Sick Leave Pool. Each faculty member employed at 1.0 FTE is entitled to receive a sick-leave-with-pay advance as needed to provide the difference between sick leave earned as of the onset of

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the ~~illness-or-injury~~ qualifying reason and 520 hours; faculty employed at less than 1.0 FTE are eligible to receive a sick-leave-with-pay advance proportional to FTE to provide the difference between sick leave earned as of the onset of the ~~illness-or-injury~~ qualifying reason and a prorated 520 hours. As sick leave is earned, the amount shall replace any sick leave advanced until all advanced time is replaced with earned time. No more than a 520-hour sick leave advance is available during a seven-year period that begins with the first sick leave advance. More than one sick leave advance is possible as long as the total advance does not exceed 520 hours during a seven-year period.

Bargaining unit faculty members cannot receive an advance that extends beyond the end date of their current ~~contract-or~~ appointment except upon written approval of the Office of the Provost.

~~Qualifying events for sick leave advance are limited to the employee's own health condition or Parental Leave as described in Section 9 of this Article.~~

Section 6 8. A bargaining unit faculty member is entitled to transfer to the University of Oregon with all unused sick leave earned with any Oregon public university, provided the break in service prior to transfer does not exceed one ~~month~~ year. A bargaining unit faculty member who leaves employment with the university, and then is rehired before the end of the fiscal year of the last day of employment, is entitled to reinstate the previous unused, accrued sick leave. A bargaining unit faculty member who terminates employment is not entitled to compensation for unused sick leave including in the calculation of retirement benefits under PERS.

Section 7 9. Bargaining unit faculty employed at 0.50 FTE or greater to teach summer session or to work on summer wage appointments are eligible to accrue and to use sick leave during the period of such appointment as provided in this Agreement.

Parental Leave

Section 8 10. The University will provide bargaining unit faculty members with ~~parental leave consistent with the provisions of unpaid leave upon the birth or adoption of a child as provided by~~ the Family Medical Leave Act (FMLA), ~~and~~ the Oregon Family Leave Act (OFLA), and Paid Leave Oregon.

Section 9 11. ~~For leaves not taken under Paid Leave Oregon,~~ ~~B~~bargaining unit faculty members in the Tenure Related and Career Related classifications may take leave under FMLA or OFLA with pay, in the following manner:

- a. **The first 6 weeks.** As part of the first six weeks of leave, the bargaining unit faculty member must use any available Short-Term Disability Insurance benefits, all accrued vacation leave and all but 80 hours of accrued sick leave. If the bargaining unit faculty member does not have sufficient accrued disability insurance benefits and accrued paid

UNITED ACADEMICS PROPOSAL (3/14/2024)

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leave to cover six weeks with full pay, the University will provide the faculty member with the necessary amount of paid parental leave to allow the faculty member to receive a total of six weeks paid parental leave.

- b. **The second 6 weeks.** Bargaining unit faculty members may use accrued sick leave for their remaining six weeks of parental leave (for a total of 12 work weeks of leave). In the event that the faculty member does not have sufficient accrued sick leave, employees may borrow advanced sick leave for the remainder of the second six work weeks pursuant to Section 5 above. Based on the timing of the birth or adoption, this paid leave may extend into a second term.
- c. **The third 6 weeks for mothers who give birth.** Bargaining unit faculty members who give birth and qualify pursuant to the OFLA may take up to an additional 6 weeks of parental leave. The faculty member may use accrued sick leave during this time. Based on the timing of the birth, this paid leave may extend into a second term.

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

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

Section 11. The review clock stoppage for bargaining unit faculty members in the Tenure Related classifications shall follow Article 20, Section 7.

Vacation Leave

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

Section 13. Eligible bargaining unit faculty members accrue vacation on a monthly basis, beginning the first of the month following date of hire or on the first of the month if an employee is hired the first working day of the month. Vacation accrues on the last day of the month and is available for use the first day of the next month, subject to the restrictions in Section 14 of this Article. Faculty members who have a 9-month appointment and are

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subsequently appointed to a 12-month contract shall receive credit for the previous 9-month appointment on a pro-rata basis.

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

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

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

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

Section 17. Bargaining unit faculty members are not entitled to payment for unused vacation except upon non-renewal, retirement, termination of employment, or upon transfer within the university to another position if the faculty member is not eligible for vacation benefits in the new position. The maximum number of hours that can be paid upon retirement, termination, or transfer is ~~180~~ 260 hours.

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

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

Section 20. In the case that a faculty member remains on leave for an entire term or more, the following table shall be used to calculate the number of classes taught upon return to work:

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Base Course Load	Remaining Course Load	
	One-Term Leave	Two-Term Leave
12	8	4
11	7	3
10	6	3
9	6	3
8	5	2
7	4	2
6	4	2
5	3	1
4	2	1
3	2	1
2	1	0
1	0	0

Holidays and Paid Leave During Breaks

Section 20 21. Bargaining unit faculty members earn the following paid holidays and cannot be required to work on these holidays, except as necessary to maintain or operate critical facilities or operations. If a bargaining unit faculty member is required to work on a holiday for that reason, they may take an equivalent amount of time off with pay at a later date, as approved by the bargaining unit faculty member’s supervisor:

- New Year’s Day
- Martin Luther King, Jr.’s Birthday
- Memorial Day
- Juneteenth
- Independence Day
- Labor Day
- Veterans Day
- Thanksgiving
- Day after Thanksgiving
- Christmas Day

Section 21 22. Bargaining unit faculty ~~member members~~ in instructional categories who do not earn vacation will be considered to be on paid leave during the week between Christmas and New Year’s Day, and during the week of Spring Break. If, for any reason, they are required to work on campus during one of these paid leaves, that work will be compensated as overload.

Section 23. Employees shall be eligible for 10 days paid bereavement leave per occurrence. Paid bereavement leave shall run concurrently with OFLA when applicable. The University

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shall notify the employee when OFLA is running concurrently with bereavement leave. If additional bereavement time is needed, an employee shall be allowed to use accrued leave, or leave without pay, at the option of the employee. Information regarding bereavement will be easily accessible on the HR website.

Leave Without Pay

Section ~~22~~ 24. A bargaining unit faculty member may petition the Office of the Provost to be granted leave without pay. The granting of leave without pay is ~~in~~ at the discretion of the Office of the Provost and shall not be unreasonably denied. If granted, leave without pay may not exceed two consecutive academic or fiscal years, depending on the appointment. There is no mandatory return-to-service obligation when a bargaining unit faculty member takes an external fellowship or is on leave without pay. Faculty members on external fellowship leave will not be considered on leave without pay for purposes of payroll, OPE, or the calculation of sabbatical eligibility.

Compliance with Laws

Section ~~23~~ 25. The University will comply with applicable state and federal laws, including the ADA, the OFLA, Paid Leave Oregon, and the FMLA, regarding leaves and the accommodation of disabilities.

Inclement Weather Policy

Section ~~24~~ 26. To bring clarity to the implementation of the University's inclement weather policy at the department or unit level, all faculty members who are required to report during inclement weather shall be notified of such requirement, at a minimum, at the beginning of each academic year.