

1 UNIVERSITY OF OREGON COUNTERPROPOSAL (5/2/2024)
2 UNITED ACADEMICS PROPOSAL (3/14/2024)
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4 Document Key

5 UA new | ~~UA deletion~~ | UO new | ~~UO deletion~~ | Accepted | Deleted | Status Quo | Restored
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7 ARTICLE 32. LEAVES
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9 Leave Policies on Website

10
11 Section 1. The University will maintain all of the leave policies applicable to bargaining unit
12 faculty members on the Human Resources website and in the Faculty Handbook.
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14 Sick Leave

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16 Section 2. All bargaining unit faculty members appointed at 1.0 FTE will be credited with
17 eight hours of sick leave for each full month of employment, or two hours for each full week
18 of employment less than one month. Bargaining unit faculty employed at less than 1.0 FTE
19 will be credited with a pro rata amount.
20

21 Sick leave is not earned or used during sabbatical leave, fellowship leave, career development
22 leave, or leave without pay. Sick leave credit shall be earned during sick leave with pay and
23 during other periods of paid leave. There is no limit on the amount of sick leave that may be
24 accrued.
25

26 Section 3. Bargaining unit faculty members who have earned sick leave credits must use and
27 must record the use of sick leave for any period of absence during the faculty member's regular
28 work hours on a day that the university is open during the term of the employee's appointment, if
29 the absence is due to the employee's illness, injury, pregnancy-related illness or other conditions,
30 medical or dental care, exposure to contagious disease, or attendance upon members of the
31 employee's immediate family (employee's parent(s), spouse or domestic partner, spouse or
32 domestic partner's parent(s), children, stepchildren, sibling(s), grandparent(s), children-in-law,
33 ~~or~~ another member of the immediate household, **or any other member deemed eligible pursuant**
34 **to Federal or State law**) where the employee's presence is required because of illness; or for any
35 period of absence that is due to a death in the immediate family of the bargaining unit faculty
36 member or in the immediate family of the bargaining unit faculty member's spouse or domestic
37 partner. **The University will provide each bargaining unit faculty members with clear**
38 **instructions on how to record ~~report~~ sick leave use.**
39

40 The University may require a **physician's** certificate **from a health care provider** to support the
41 sick leave claim for any absence in excess of 15 consecutive days or for recurring sick leave
42 use. The University may require a **physician's health care provider's** certificate before allowing
43 the bargaining unit faculty member to return to work to certify that the return would not be
44 detrimental to the bargaining unit faculty member or to others. Transfer of sick leave for use by
45 another university employee is not permitted. ~~When a bargaining unit faculty member with~~
46 ~~instructional duties takes partial or intermittent sick leave, the reduction in FTE shall correspond~~
47 ~~to teaching duties only, unless the faculty member requests that the reduction occur in service~~

48 assignments.

49

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

53

54 **Section 4. Paid Leave Oregon.** The University will comply with all applicable laws and
55 regulations associated with Paid Leave Oregon, including ensuring access of all eligible
56 bargaining unit members to the benefits of Paid Leave Oregon via the equivalent plan.

57

58 Bargaining unit faculty members who utilize the Paid Leave Oregon program but do not receive
59 100% of their regular salary, may, if the employee chooses, use appropriately qualifying paid
60 sick time, vacation leave, or any other paid leave available. Bargaining unit faculty members
61 shall determine the order in which they will use the appropriate leave options for topping off up
62 to 100% of their regular salary,

63

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

70

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

79

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

83

84 **Section 5. Disability Insurance.** Bargaining unit faculty members employed at 0.50 FTE or
85 greater are eligible for salary continuance under the Short-Term and Long-Term Disability
86 Insurance policies made available through the University.

87

88 **Section 6. Sick Leave Advance.** Bargaining unit faculty members who earn paid sick leave
89 are also eligible for salary continuance for up to 90 calendar days of absence due to illness ~~for~~
90 ~~qualifying reasons under the Oregon Sick Time Law (ORS 653.601 et seq.)~~ through a
91 combination of accrued sick leave, and advanced sick leave, ~~and leave from the Donated Sick~~
92 ~~Leave Pool.~~ Each faculty member employed at 1.0 FTE is entitled to receive a sick-leave-with-
93 pay advance as needed to provide the difference between sick leave earned as of the onset of

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

102
103 Bargaining unit faculty members cannot receive an advance that extends beyond the end date
104 of their current ~~contract or~~ appointment except upon written approval of the Office of the
105 Provost.

106
107 Qualifying events for sick leave advance are limited to the employee's own health condition or
108 Parental Leave as described in Section 9 of this Article.

109
110 **Section 7.** A bargaining unit faculty member is entitled to transfer to the University of Oregon
111 with all unused sick leave earned with any Oregon public university, provided the break in
112 service prior to transfer does not exceed one ~~month year~~. A bargaining unit faculty member who
113 leaves employment with the university, and then is rehired before the end of the fiscal year of
114 the last day of employment, is entitled to reinstate the previous unused, accrued sick leave. A
115 bargaining unit faculty member who terminates employment is not entitled to compensation for
116 unused sick leave including in the calculation of retirement benefits under PERS.

117
118 **Section 8.** Bargaining unit faculty employed at 0.50 FTE or greater to teach summer session
119 or to work on summer wage appointments are eligible to accrue and to use sick leave during
120 the period of such appointment as provided in this Agreement.

121
122 **Parental Leave**

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124 ~~Section 9. The University will provide bargaining unit faculty members with parental leave
125 consistent with the provisions of unpaid leave upon the birth or adoption of a child as provided
126 by the Family Medical Leave Act (FMLA), and the Oregon Family Leave Act (OFLA), and
127 paid leave as provided by Paid Leave Oregon.~~

128
129 **Section 9. Paid Parental Leave Options:** Bargaining unit faculty members may elect one of
130 the following options for parental leave upon the birth or adoption of a child:

- 131
132 a. **Option 1: Paid Leave Oregon:** Bargaining unit faculty members may take parental
133 leave under Paid Leave Oregon concurrent with FMLA upon birth, adoption, or foster
134 placement for up to 12 to 14 weeks subject to the allowances of Section 4.
- 135
136 b. **Option 2: Other Parental Leave:** ~~For leaves not taken under Paid Leave Oregon,~~
137 ~~b~~Bargaining unit faculty members in the Tenure Related and Career Related
138 classifications that are not eligible for Option 1 may take leave under FMLA ~~or OFLA~~
139 with pay, in the following manner:

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- i. **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 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.

- ii. **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.

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

Section 10. Additional Parental Leave Allowances: Bargaining unit faculty members in the Tenure Related and Career Related classification who are eligible for leave consistent with Section 9 above may also elect the following:

- a. ~~e.~~ **The third 6 weeks for those mothers who give birth.** Bargaining unit faculty members in the Tenure Related and Career Related classification who give birth and qualify pursuant to Section 9 ~~the OFLA~~ may take up to an additional 6 weeks of parental leave. The faculty member may use any remaining paid leave under Paid Leave Oregon or accrued sick leave during this time. Based on the timing of the birth, this paid leave may extend into a second term.

- b. ~~Section 10. Modified Duties Term.~~ A bargaining unit faculty member in a Tenure Related or Career Related classification who is eligible for leave under Section 9 ~~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 will follow Section 20 and ~~do 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

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

191
192 **Section 13.** Eligible bargaining unit faculty members accrue vacation on a monthly basis,
193 beginning the first of the month following date of hire or on the first of the month if an
194 employee is hired the first working day of the month. Vacation accrues on the last day of the
195 month and is available for use the first day of the next month, subject to the restrictions in
196 Section 14 of this Article. Faculty members who have a 9-month appointment and are
197 subsequently appointed to a 12-month contract shall receive credit for the previous 9-month
198 appointment on a pro-rata basis.

199
200 Eligible bargaining unit faculty members with a 12-month, 1.0 FTE appointment accrue
201 15 hours of vacation leave per month; eligible bargaining unit faculty members on a 0.50 FTE or
202 more 12-month contract accrue vacation in proportion to their FTE.

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

206
207 **Section 15.** If an eligible bargaining unit faculty member transfers to the University of Oregon
208 from another unclassified position at an Oregon public university and remains eligible for
209 vacation accrual, they shall transfer all accrued vacation leave to the new position at the
210 university, unless the break in service exceeds 30 days.

211
212 **Section 16.** The accrual of vacation leave is reduced on a pro-rata basis for a period of leave
213 without pay, sabbatical leave, and educational leave. Vacation leave is accrued during other
214 periods of paid leave.

215
216 **Section 17.** Bargaining unit faculty members are not entitled to payment for unused vacation
217 except upon non-renewal, retirement, termination of employment, or upon transfer within the
218 university to another position if the faculty member is not eligible for vacation benefits in the
219 new position. The maximum number of hours that can be paid upon retirement, termination, or
220 transfer is 180 ~~260~~ hours.

221
222 **Section 18.** Vacations are scheduled with the approval of the bargaining unit faculty member's
223 supervisor and should be planned cooperatively. Supervisors must be reasonable in allowing the
224 use of vacation leave and may not unreasonably deny vacation requests where the result would
225 be forfeiture of accrued vacation. For purposes of calculation, one normal work day is the
226 equivalent of eight hours of vacation leave for a full-time employee.

227
228 **Section 19.** Bargaining unit faculty members must accurately record all vacation hours used.
229 The transfer of vacation time for use by any ~~an~~ other employee of the university is not
230 permitted.

231

232 **Section 20.** In the case that an instructional bargaining unit faculty member remains on leave
 233 for an entire term or more, the following table shall be used to calculate the number of classes
 234 taught upon return to work:
 235

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

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 238 **Holidays and Paid Leave During Breaks**

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

- 245
- 246 ● New Year’s Day
- 247 ● Martin Luther King, Jr.’s Birthday
- 248 ● Memorial Day
- 249 ● Juneteenth
- 250 ● Independence Day
- 251 ● Labor Day
- 252 ● Veterans Day
- 253 ● Thanksgiving
- 254 ● Day after Thanksgiving
- 255 ● Christmas Day
- 256

257 **Section 22.** Bargaining unit faculty ~~member~~ members in instructional categories who do not
 258 earn vacation will be considered to be on paid leave during the week between Christmas and
 259 New Year’s Day, and during the week of Spring Break. If, for any reason, they are required to

260 work on campus during one of these paid leaves, that work will be compensated as overload.

261
262 ~~Section 23. Employees shall be eligible for 10 days paid bereavement leave per occurrence.~~
263 ~~Paid bereavement leave shall run concurrently with OFLA when applicable. The University~~
264 ~~shall notify the employee when OFLA is running concurrently with bereavement leave. If~~
265 ~~additional bereavement time is needed, an employee shall be allowed to use accrued leave, or~~
266 ~~leave without pay, at the option of the employee. Information regarding bereavement will be~~
267 ~~easily accessible on the HR website.~~

268 269 **Leave Without Pay**

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271 **Section 23.** A bargaining unit faculty member may petition the Office of the Provost to be
272 granted leave without pay. The granting of leave without pay is ~~in~~ at the discretion of the Office
273 of the Provost ~~and shall not be unreasonably denied~~. If granted, leave without pay may not
274 exceed two consecutive academic or fiscal years, depending on the appointment. ~~Those granted~~
275 ~~leave without pay for an academic or fiscal year must indicate their intent to return to the~~
276 ~~university in writing by March 15 of the approved leave year. Those who fail to indicate an~~
277 ~~intent to return and those who indicate they do not intend to return are considered to have~~
278 ~~voluntarily resigned from employment at the University. Nothing in this Section shall prohibit~~
279 ~~the University from reinstating a bargaining unit faculty member to their position. There is no~~
280 ~~mandatory return to service obligation when a bargaining unit faculty member takes an external~~
281 ~~fellowship or is on leave without pay. Faculty members on external fellowship leave will not be~~
282 ~~considered on leave without pay for purposes of payroll, OPE, or the calculation of sabbatical~~
283 ~~eligibility.~~

284 285 **Compliance with Laws**

286
287 **Section 24.** The University will comply with applicable state and federal laws, including the
288 ADA, the OFLA, **Paid Leave Oregon**, and the FMLA, regarding leaves and the accommodation
289 of disabilities.

290 291 **Inclement Weather Policy**

292
293 **Section 25.** To bring clarity to the implementation of the University's inclement weather policy
294 at the department or unit level, all faculty members who are required to report during inclement
295 weather shall be notified of such requirement, at a minimum, at the beginning of each academic
296 year.