

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.~~

Leave Website

Section 1. The Administration, through the Office of Human Resources, will maintain a website that lists all leaves for which bargaining unit faculty are eligible.

This website will also allow bargaining unit faculty to track their individual current leave allotment, enroll in/contribute to the Faculty Leave Bank, and apply for leave.

Faculty Leave Bank

Section 2. The Faculty Leave Bank (Bank) shall be maintained for the benefit of faculty who have chosen, pursuant to these policies and procedures, to be members of the Bank.

Section 3. Effective one month from the effective date of his or her date of initial appointment, a faculty member shall automatically become a member of the Bank and one (1) day of his or her sick leave shall be assigned to the Bank. Faculty may choose not to participate in the Bank by completing a form for this purpose, which shall be made available on the Human Resources website. Faculty may also choose to donate additional days of accrued leave to the Bank at any time by completing a form for this purpose, which shall be made available on the Human Resources website. Bargaining unit members who have previously chosen not to participate in the Bank may become members of the Bank at any time by donating one or more days of accrued leave and completing a form for this purpose, which shall be made available on the Human Resources website.

Section 4. The Administration and the Union shall each provide two (2) members for a Faculty Leave Bank Committee (FLBC), which shall be responsible for managing the campus Faculty Leave Bank and carrying out the responsibilities mandated in this Article during the term of this Agreement; its decisions shall be final and binding and shall not be subject to Article 22. The Committee may also recommend changes in Bank procedures, which shall, upon acceptance by the Administration and the Union, become part of this Agreement.

Section 5. After the exhaustion of accrued leave, any member of the Bank shall be entitled to use the Bank for any authorized sick leave purpose, effective upon notice to the Office of Human Resources.

The granting of such sick leave shall be subject to the same criteria as sick leave days and shall be consistent with university policy. A member is entitled to ninety (90) days of sick leave from the Bank unless a majority of the Faculty Leave Bank Committee (see Section 4) votes to deny the request or to authorize a lesser amount. The member shall receive days from the Bank until the Faculty Leave Bank Committee makes such a decision. The number of days authorized by the Committee - if less than ninety (90) - or the ninety (90) day limit may be extended if a majority of the Faculty Leave Bank Committee, acting on a request from the member, votes to extend. If the member's request for extension is denied, the individual is not entitled to use the Faculty Leave Bank for the same purpose until the

1 member returns to work for one full term.

2
3 **Section 6.** A member of the Faculty Leave Bank drawing upon the Bank who is also entitled
4 to accumulate sick leave in accordance with this Article shall continue to do so except that
5 the amount of such sick leave shall accrue in its full amount to the Faculty Leave Bank and
6 not to the member.

7
8 **Section 7.** A department head/chair or the Faculty Leave Bank Committee may request at
9 any time that any member who is drawing sick leave from the Faculty Leave Bank
10 Committee submit a physician's statement certifying the medical ground(s) for sick leave.
11 Any such member who thereafter fails or declines to submit such a letter shall not be
12 entitled to draw sick leave from the Bank for so long as he/she fails to submit the requested
13 certification.

14
15 **Section 8.** A member of the Bank who receives workers' compensation may not draw upon
16 the Bank to supplement such compensation.

17
18 **Section 9.** Whenever the accumulation of leave days in the Bank shall fall below one
19 hundred (100) days, the Office of Human Resources shall notify the Bank members.

20
21
22 **Sick Leave**

23
24 **Section 2.** All bargaining unit faculty members appointed at 1.0 FTE will be credited
25 with eight hours of sick leave for each full month of employment, or two hours for
26 each full week of employment less than one month. Bargaining unit faculty employed
27 at .5 FTE or greater will be credited with a pro rata amount.

28
29 Sick leave is not earned or used during sabbatical leave, fellowship leave, career
30 development leave, or leave without pay. Sick leave credit shall be earned during sick
31 leave with pay and during other periods of paid leave. There is no limit on the amount
32 of sick leave that may be accrued.

33
34 **Section 3.** Bargaining unit faculty members employed at less than .5 FTE do not earn
35 sick leave. Bargaining unit faculty members employed at less than .5 FTE who need
36 to miss work due to a legitimate illness will not be required to pay for a substitute. If
37 the bargaining unit faculty member's absence does not qualify as FMLA or OFLA
38 leave, the bargaining unit faculty member's pay will not be reduced because of the
39 absence. If the absence qualifies as FMLA or OFLA leave, those statutes and
40 regulations will apply in lieu of this provision.

41
42 **Section 4.** Bargaining unit faculty members who have earned sick leave credits must
43 use and must record the use of sick leave for any period of absence during the faculty
44 member's regular work hours on a day that the university is open during the term of the
45 employee's appointment, if the absence is due to the employee's illness, injury,
46 pregnancy or other conditions, medical or dental care, exposure to contagious disease,
47 or attendance upon members of the employee's immediate family (employee's

1 parent(s), spouse or domestic partner, spouse or domestic partner’s parent(s), children,
 2 brother, sister, grandmother, grandfather, son-in-law, daughter-in-law, or another
 3 member of the immediate household) where the employee's presence is required
 4 because of illness; or for any period of absence that is due to a death in the immediate
 5 family of the bargaining unit faculty member or in the immediate family of the
 6 bargaining unit faculty member’s spouse or domestic partner.
 7

8 The University may require a physician's certificate to support the sick leave claim for
 9 any absence in excess of 15 consecutive days or for recurring sick leave use. The
 10 University may require a physician's certificate before allowing the bargaining unit
 11 faculty member to return to work to certify that the return would not be detrimental to
 12 the bargaining unit faculty member or to others. Transfer of sick leave for use by
 13 another university employee is not permitted.
 14

15 **Section 5.** Bargaining unit faculty members employed at .50 FTE or greater are eligible
 16 for salary continuance under the Short-Term and Long-Term Disability Insurance
 17 policies made available through the University. Bargaining unit faculty members who
 18 earn paid sick leave are also eligible for salary continuance for up to 90 calendar days
 19 of absence due to illness through a combination of accrued sick leave and advanced
 20 sick leave. Each faculty member employed at 1.0 FTE is entitled to receive a sick-
 21 leave-with- pay advance as needed to provide the difference between sick leave earned
 22 as of the onset of the illness or injury and 520 hours; faculty employed at less than 1.0
 23 FTE are eligible to receive a sick-leave-with-pay advance proportional to FTE to
 24 provide the difference between sick leave earned as of the onset of the illness or injury
 25 and a prorate of 520 hours. As sick leave is earned, the amount shall replace any sick
 26 leave advanced until all advanced time is replaced with earned time. No more than a
 27 520-hour sick leave advance is available during a seven-year period that begins with
 28 the first sick leave advance.
 29

30 More than one sick leave advance is possible as long as the total advance does not
 31 exceed 520 hours during a seven-year period. Bargaining unit faculty members cannot
 32 receive an advance that extends beyond the end date of their current contract or
 33 appointment except upon written approval of the Provost or designee.
 34

35 **Section 6.** A bargaining unit faculty member is entitled to transfer to the University of
 36 Oregon with all unused sick leave earned with any Oregon public university, provided
 37 the break in service prior to transfer does not exceed one month. A bargaining unit
 38 faculty member who leaves employment with the university, and then is rehired before
 39 the end of the fiscal year of the last day of employment, is entitled to reinstate the
 40 previous unused, accrued sick leave. A bargaining unit faculty member who terminates
 41 employment is not entitled to compensation for unused sick leave including in the
 42 calculation of retirement benefits under PERS.
 43

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

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29
30
31
32
33
34
35
36
37
38
39
40
41
42
43
44
45
46

Parental Leave

Section 8. The University will provide bargaining unit faculty members with 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). A bargaining unit faculty member who takes parental leave under FMLA or OFLA may take the first six work weeks of such leave with pay, in the following manner: 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. If both parents are employees of the University, both parents are entitled to this additional paid leave. Bargaining unit faculty members may use accrued sick leave for his or her 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 last 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.

Section 9. A faculty member 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 10.** To be eligible for the paid family leave benefit described in Section 7 and modified duties described in Section 8, bargaining unit faculty members must be in a Career NTTF or the Tenure Track or Tenured Professor classifications. Use of these benefits shall not adversely affect the bargaining unit faculty member's standing or salary in any manner.~~

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

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 .50 FTE or more on a 12-

1 month appointment.

2

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

10

11 Eligible bargaining unit faculty members with a 12-month, 1.0 FTE appointment accrue
12 15 hours of vacation per month; eligible bargaining unit faculty members on a .50 FTE
13 or more 12-month contract accrue vacation in proportion to their FTE.

14

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

17

18 **Section 15.** If an eligible bargaining unit faculty member transfers to the University of
19 Oregon from another unclassified position at an Oregon public university and remains
20 eligible for vacation accrual, he or she shall transfer all accrued vacation leave to the
21 new position at the university, unless the break in service exceeds 30 days.

22

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

26

27 **Section 17.** Bargaining unit faculty members are not entitled to payment for unused
28 vacation leave except upon termination of employment or upon transfer within the
29 university to another position if the faculty member is not eligible for vacation benefits
30 in the new position. The maximum number of hours that can be paid upon termination
31 or transfer is 180 hours.

32

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

39

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

43

44 **Holidays and Paid Leave During Breaks**

45

46 **Section 20.** Bargaining unit faculty members earn the following paid holidays and

1 cannot be required to work on these holidays, except as necessary to maintain or
2 operate critical facilities or operations. If a bargaining unit faculty member is required
3 to work on a holiday for that reason, he or she may take an equivalent amount of time
4 off with pay at a later date, as approved by the bargaining unit faculty member's
5 supervisor:

- 6
- 7 • New Year's Day
- 8 • Martin Luther King, Jr.'s Birthday
- 9 • Memorial Day
- 10 • Independence Day
- 11 • Labor Day
- 12 • Thanksgiving
- 13 • Day after Thanksgiving
- 14 • Christmas Day
- 15

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

21

22 **Leave Without Pay**

23

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

28

29 **Compliance with Laws**

30

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

34

35 **Inclement Weather Policy**

36

37 **Section 24.** Each School, College, or equivalent unit that employs bargaining unit
38 faculty will develop an inclement weather policy, specifying which faculty are
39 required to report to work when inclement weather results in:

- 40
- 41 a. no canceled classes, but a safety advisory from the University.
- 42
- 43 b. canceled classes.
- 44
- 45 c. a closed campus.