

1 UNITED ACADEMICS COUNTERPROPOSAL (7/2/2024)
2 UNIVERSITY OF OREGON COUNTERPROPOSAL (5/2/2024)
3 UNITED ACADEMICS PROPOSAL (3/14/2024)
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5 Document Key

6 UA new | ~~UA deletion~~ | UO new | ~~UO deletion~~ | Accepted | Deleted | Status Quo | Restored
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8 ARTICLE 32. LEAVES
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10 Leave Policies on Website

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

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17 Section 2. All bargaining unit faculty members appointed at 1.0 FTE will be credited with
18 eight hours of sick leave for each full month of employment, or two hours for each full week
19 of employment less than one month. Bargaining unit faculty employed at less than 1.0 FTE
20 will be credited with a pro rata amount.
21

22 Sick leave is not earned or used during sabbatical leave, fellowship leave, career development
23 leave, or leave without pay. Sick leave credit shall be earned during sick leave with pay and
24 during other periods of paid leave. There is no limit on the amount of sick leave that may be
25 accrued.
26

27 Section 3. Bargaining unit faculty members who have earned sick leave credits must use and
28 must record the use of sick leave for any period of absence during the faculty member's regular
29 work hours on a day that the university is open during the term of the employee's appointment, if
30 the absence is due to the employee's illness, injury, pregnancy-related illness or other conditions,
31 medical or dental care, exposure to contagious disease, or attendance upon members of the
32 employee's immediate family (employee's parent(s), spouse or domestic partner, spouse or
33 domestic partner's parent(s), children, stepchildren, sibling(s), grandparent(s), children-in-law,
34 ~~or~~ another member of the immediate household, or any other member deemed eligible pursuant
35 to Federal or State law) where the employee's presence is required because of illness; or for any
36 period of absence that is due to a death in the immediate family of the bargaining unit faculty
37 member or in the immediate family of the bargaining unit faculty member's spouse or domestic
38 partner. The University will provide each bargaining unit faculty members with clear
39 instructions on how to record ~~report~~ sick leave use.
40

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

48 to teaching duties only, unless the faculty member requests that the reduction occur in service
49 assignments.

50

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

54

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

58

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

64

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

71

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

80

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

84

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

88

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

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

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

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

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

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

122 123 **Parental Leave**

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

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

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

140 classifications ~~that are not eligible for Option 1~~ may take leave under FMLA ~~or OFLA~~
141 with pay, in the following manner:

- 142
- 143 i. **The first 6 weeks.** As part of the first six weeks of leave, the bargaining unit
144 faculty member must use any available Short-Term Disability Insurance benefits,
145 all accrued vacation leave and all but 80 hours of accrued sick leave. If the
146 bargaining unit faculty member does not have sufficient accrued disability
147 insurance benefits and accrued paid leave to cover six weeks with full pay, the
148 University will provide the faculty member with the necessary amount of paid
149 parental leave to allow the faculty member to receive a total of six weeks paid
150 parental leave.
- 151
- 152 ii. **The second 6 weeks.** Bargaining unit faculty members may use accrued sick
153 leave for their remaining six weeks of parental leave (for a total of 12 work
154 weeks of leave). In the event that the faculty member does not have sufficient
155 accrued sick leave, employees may borrow advanced sick leave for the
156 remainder of the second six work weeks pursuant to Section ~~5~~ 6 above. Based on
157 the timing of the birth or adoption, this paid leave may extend into a second
158 term.

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

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

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- 167 a. ~~e.~~ **The third 6 weeks for those mothers who give birth.** Bargaining unit faculty
168 members in the Tenure Related and Career Related classifications who give birth and
169 qualify pursuant to Section 9 ~~the OFLA~~ may take up to an additional 6 weeks of parental
170 leave. The faculty member may use any remaining paid leave under Paid Leave Oregon
171 or accrued sick leave during this time. Based on the timing of the birth, this paid leave
172 may extend into a second term.
- 173
- 174 b. **Section 10. Modified Duties Term.** A bargaining unit faculty member in a Tenure
175 Related or Career Related classification who is eligible for leave under Section 9 ~~the~~
176 ~~FMLA or OFLA~~ also has the option, within six months after the birth or adoption of a
177 child, to take up to one term of modified duties at full pay status. Modified duties status
178 provides full or partial release from classroom and classroom-related teaching
179 responsibilities at full pay following birth or adoption, without using accrued or
180 advanced sick leave. Any release from or reduction of teaching responsibilities will
181 follow Section 20 and ~~do~~ does not mean that the faculty member will be required to
182 carry more than a normal load before or after the leave.

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

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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 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~~ 180 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

232 permitted.

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

237

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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240 **Holidays and Paid Leave During Breaks**

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

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

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259 **Section 22.** Bargaining unit faculty ~~member~~ members in instructional categories who do not

260 earn vacation will be considered to be on paid leave during the week between Christmas and
261 New Year’s Day, and during the week of Spring Break. If, for any reason, they are required to
262 work on campus during one of these paid leaves, that work will be compensated as overload.

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

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271 **Leave Without Pay**

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273 **Section 23 24.** A bargaining unit faculty member may petition the Office of the Provost to be
274 granted leave without pay. The granting of leave without pay is ~~in~~ at the discretion of the Office
275 of the Provost and shall not be unreasonably denied. If granted, leave without pay may not
276 exceed two consecutive academic or fiscal years, depending on the appointment. ~~Those granted~~
277 ~~leave without pay for an academic or fiscal year must indicate their intent to return to the~~
278 ~~university in writing by March 15 of the approved leave year. Those who fail to indicate an~~
279 ~~intent to return and those who indicate they do not intend to return are considered to have~~
280 ~~voluntarily resigned from employment at the University. Nothing in this Section shall prohibit~~
281 ~~the University from reinstating a bargaining unit faculty member to their position.~~ There is no
282 mandatory return-to-service obligation when a bargaining unit faculty member takes an external
283 fellowship or is on leave without pay. Faculty members on external fellowship leave will not be
284 considered on leave without pay for purposes of payroll, OPE, or the calculation of sabbatical
285 eligibility.

286
287 **Compliance with Laws**

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289 **Section 24 25.** The University will comply with applicable state and federal laws, including the
290 ADA, the OFLA, Paid Leave Oregon, and the FMLA, regarding leaves and the accommodation
291 of disabilities.

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293 **Inclement Weather Policy**

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295 **Section 25 26.** To bring clarity to the implementation of the University’s inclement weather
296 policy at the department or unit level, all faculty members who are required to report during
297 inclement weather shall be notified of such requirement, at a minimum, at the beginning of each
298 academic year.