

1 UNIVERSITY OF OREGON COUNTERPROPOSAL (7/15/2024)  
2 UNITED ACADEMICS COUNTERPROPOSAL (7/2/2024)  
3 UNIVERSITY OF OREGON COUNTERPROPOSAL (5/2/2024)  
4 UNITED ACADEMICS PROPOSAL (3/14/2024)  
5

6 **Document Key**

7 UA new | ~~UA deletion~~ | UO new | ~~UO deletion~~ | Accepted | Deleted | Status Quo | Restored  
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9 **ARTICLE 32. LEAVES**

10  
11 **Leave Policies on Website**

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

16 **Sick Leave**

17  
18 **Section 2.** All bargaining unit faculty members appointed at 1.0 FTE will be credited with  
19 eight hours of sick leave for each full month of employment, or two hours for each full week  
20 of employment less than one month. Bargaining unit faculty employed at less than 1.0 FTE  
21 will be credited with a pro rata amount.  
22

23 Sick leave is not earned or used during sabbatical leave, fellowship leave, career development  
24 leave, or leave without pay. Sick leave credit shall be earned during sick leave with pay and  
25 during other periods of paid leave. There is no limit on the amount of sick leave that may be  
26 accrued.  
27

28 **Section 3.** Bargaining unit faculty members who have earned sick leave credits must use and  
29 must record the use of sick leave for any period of absence during the faculty member's regular  
30 work hours on a day that the university is open during the term of the employee's appointment, if  
31 the absence is due to the employee's illness, injury, pregnancy-related illness or other conditions,  
32 medical or dental care, exposure to contagious disease, or attendance upon members of the  
33 employee's immediate family (employee's parent(s), spouse or domestic partner, spouse or  
34 domestic partner's parent(s), children, stepchildren, sibling(s), grandparent(s), children-in-law,  
35 ~~or~~ another member of the immediate household, **or any other member deemed eligible pursuant**  
36 **to Federal or State law**) where the employee's presence is required because of illness; or for any  
37 period of absence that is due to a death in the immediate family of the bargaining unit faculty  
38 member or in the immediate family of the bargaining unit faculty member's spouse or domestic  
39 partner. **The University will provide each bargaining unit faculty members with clear**  
40 **instructions on how to record ~~report~~ sick leave use.**  
41

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

48 ~~instructional duties takes partial or intermittent sick leave, the reduction in FTE shall correspond~~  
49 ~~to teaching duties only, unless the faculty member requests that the reduction occur in service~~  
50 ~~assignments.~~

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

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

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

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

72  
73 When the administration is notified by The Standard (or other equivalent plan provider) that a  
74 bargaining unit faculty member's claim has been approved for Paid Leave Oregon and benefits  
75 have been calculated, the faculty member will be informed within 10 days of their ability to use  
76 eligible accrued leave hours to make up the difference between their Paid Leave Oregon benefit  
77 amount and their regular salary amount. Bargaining faculty members shall have a maximum  
78 ~~minimum~~ of 5 ~~10~~ days to respond to such notice. ~~In the event that a faculty member is unable to~~  
79 ~~respond, the default option shall be to utilize eligible accrued leave hours to make up the~~  
80 ~~difference between their Paid Leave Oregon benefit amount and their regular salary amount.~~

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

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

89  
90 **Section 6. Sick Leave Advance for Employee's Own Health Condition.** Bargaining unit  
91 faculty members who earn paid sick leave are also eligible for salary continuance for up to 90  
92 calendar days of absence due to ~~the employee's own injury or illness for qualifying reasons~~  
93 ~~under the Oregon Sick Time Law (ORS 653.601 et seq.)~~ through a combination of accrued sick

94 leave (Section 2 & 3); and advanced sick leave under this Section, ~~and leave from the Donated~~  
95 ~~Sick Leave Pool~~. Each faculty member employed at 1.0 FTE is entitled to receive a sick-leave-  
96 with-pay advance as needed to provide the difference between sick leave earned as of the onset  
97 of the illness or injury ~~qualifying reason~~ and 520 hours; faculty employed at less than 1.0 FTE  
98 are eligible to receive a sick-leave-with-pay advance proportional to FTE to provide the  
99 difference between sick leave earned as of the onset of the illness or injury ~~qualifying reason~~  
100 and a prorated of 520 hours. As sick leave is earned, the amount shall replace any sick leave  
101 advanced until all advanced time is replaced with earned time. No more than a 520-hour sick  
102 leave advance is available during a seven-year period that begins with the first sick leave  
103 advance. More than one sick leave advance is possible as long as the total advance does not  
104 exceed 520 hours during a seven-year period.

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

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

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

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

124  
125 **Parental Leave**

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

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

- 134  
135 a. **Option 1: Paid Leave Oregon:** Bargaining unit faculty members may take parental  
136 leave under Paid Leave Oregon concurrent with the Family Medical Leave Act (FMLA)  
137 upon birth, adoption, or foster placement for up to 12 to 14 weeks subject to the  
138 allowances of Section 4.

139

140 b. **Option 2: Other Parental Leave:** ~~For leaves not taken under Paid Leave Oregon,~~  
141 Bargaining unit faculty members in the Tenure Related and Career Related  
142 classifications **that are not eligible for Option 1** may take leave under FMLA ~~or OFLA~~  
143 with pay, in the following manner:

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

161

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

164

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

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

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

188  
189 **Vacation Leave**

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

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

203  
204 Eligible bargaining unit faculty members with a 12-month, 1.0 FTE appointment accrue  
205 15 hours of vacation leave per month; eligible bargaining unit faculty members on a 0.50 FTE or  
206 more 12-month contract accrue vacation in proportion to their FTE.

207  
208 **Section 14.** No employee may accrue in excess of 260 hours, and any accrued vacation leave  
209 in excess of this cap will be forfeited.

210  
211 **Section 15.** If an eligible bargaining unit faculty member transfers to the University of Oregon  
212 from another unclassified position at an Oregon public university and remains eligible for  
213 vacation accrual, they shall transfer all accrued vacation leave to the new position at the  
214 university, unless the break in service exceeds 30 ~~180~~ days.

215  
216 **Section 16.** The accrual of vacation leave is reduced on a pro-rata basis for a period of leave  
217 without pay, sabbatical leave, and educational leave. Vacation leave is accrued during other  
218 periods of paid leave.

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

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

231

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

235  
 236 **Section 20.** In the case that an instructional bargaining unit faculty member remains on leave  
 237 for an entire term or more, the following table shall be used to calculate the number of classes  
 238 taught upon return to work:  
 239

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

240  
 241  
 242 **Holidays and Paid Leave During Breaks**

243  
 244 **Section 21.** Bargaining unit faculty members earn the following paid holidays and cannot be  
 245 required to work on these holidays, except as necessary to maintain or operate critical facilities  
 246 or operations. If a bargaining unit faculty member is required to work on a holiday for that  
 247 reason, they may take an equivalent amount of time off with pay at a later date, as approved by  
 248 the bargaining unit faculty member’s supervisor:  
 249

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

260  
261 **Section 22.** Bargaining unit faculty ~~member members~~ in instructional categories who do not  
262 earn vacation will be considered to be on paid leave during the week between Christmas and  
263 New Year’s Day, and during the week of Spring Break. If, for any reason, they are required to  
264 work on campus during one of these paid leaves, that work will be compensated as overload.

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

272  
273 **Leave Without Pay**

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

288  
289 **Compliance with Laws**

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

294  
295 **Inclement Weather Policy**

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