

1 UNITED ACADEMICS COUNTERPROPOSAL (10/17/2024)
2 UNIVERSITY OF OREGON COUNTERPROPOSAL (7/15/2024)
3 UNITED ACADEMICS COUNTERPROPOSAL (7/2/2024)
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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

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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.
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16 Sick Leave

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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 first be
49 applied to teaching duties, 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 unit 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 unit faculty members shall be allowed to retroactively
83 apply accrued leave to make up the difference between their Paid Leave Oregon benefit amount
84 and 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 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 **Parental Leave**

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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.

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

- 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~~ 6 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 classifications 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.

185
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**

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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~~ 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

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 242 **Holidays and Paid Leave During Breaks**
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 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

- 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

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**

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275 **Section 23 24.** 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 in response to a University inquiry sent to their UO email address, ~~and those~~
282 ~~who~~ or who indicate they do not intend to return, are considered to have voluntarily resigned
283 from employment at the University. Nothing in this Section shall prohibit the University from
284 reinstating a bargaining unit faculty member to their position. ~~There is no~~ shall be no mandatory
285 return-to-service obligation when a bargaining unit faculty member takes an external fellowship
286 or is on leave without pay. ~~Faculty members on external fellowship leave will not be considered~~
287 ~~on leave without pay for purposes of payroll, OPE, or the calculation of sabbatical eligibility.~~
288 Faculty members on external fellowships will continue to be treated as regular faculty for
289 purposes of payroll (when applicable), benefits, and the calculation of sabbatical eligibility.

290
291 **Compliance with Laws**

292
293 **Section 24 25.** The University will comply with applicable state and federal laws, including the
294 ADA, the OFLA, Paid Leave Oregon, and the FMLA, regarding leaves and the accommodation
295 of disabilities.

296
297 **Inclement Weather Policy**

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