

1 **UNITED ACADEMICS COUNTERPROPOSAL (12/05/2024)**  
2 **UNIVERSITY OF OREGON COUNTERPROPOSAL (10/31/2024)**  
3 UNITED ACADEMICS COUNTERPROPOSAL (10/17/2024)  
4 UNIVERSITY OF OREGON COUNTERPROPOSAL (7/15/2024)  
5 UNITED ACADEMICS COUNTERPROPOSAL (7/2/2024)  
6 UNIVERSITY OF OREGON COUNTERPROPOSAL (5/2/2024)  
7 UNITED ACADEMICS PROPOSAL (3/14/2024)  
8

9 **Document Key**

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

13  
14 **Leave Policies on Website**

15  
16 **Section 1.** The University will maintain all of the leave policies applicable to bargaining unit  
17 faculty members on the Human Resources website and in the Faculty Handbook.  
18

19 **Sick Leave**

20  
21 **Section 2.** All bargaining unit faculty members appointed at 1.0 FTE will be credited with  
22 eight hours of sick leave for each full month of employment, or two hours for each full week  
23 of employment less than one month. Bargaining unit faculty employed at less than 1.0 FTE  
24 will be credited with a pro rata amount.  
25

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

31 **Section 3.** Bargaining unit faculty members who have earned sick leave credits must use and  
32 must record the use of sick leave for any period of absence during the faculty member's regular  
33 work hours on a day that the university is open during the term of the employee's appointment, if  
34 the absence is due to the employee's illness, injury, pregnancy-related illness or other conditions,  
35 medical or dental care, exposure to contagious disease, or attendance upon members of the  
36 employee's immediate family (employee's parent(s), spouse or domestic partner, spouse or  
37 domestic partner's parent(s), children, stepchildren, sibling(s), grandparent(s), children-in-law,  
38 ~~or~~ another member of the immediate household, **or any other member deemed eligible pursuant**  
39 **to Federal or State law**) where the employee's presence is required because of illness; or for any  
40 period of absence that is due to a death in the immediate family of the bargaining unit faculty  
41 member or in the immediate family of the bargaining unit faculty member's spouse or domestic  
42 partner. **The University will provide each bargaining unit faculty members with clear**  
43 **instructions on how to record report-sick leave use.**  
44

45 The University may require a ~~physician's~~ certificate **from a health care provider** to support the  
46 sick leave claim for any absence in excess of 15 consecutive days or for recurring sick leave

47 use. The University may require a ~~physician's health care provider's~~ certificate before allowing  
48 the bargaining unit faculty member to return to work to certify that the return would not be  
49 detrimental to the bargaining unit faculty member or to others. Transfer of sick leave for use by  
50 another university employee is not permitted. ~~When a bargaining unit faculty member with~~  
51 ~~instructional duties takes partial or intermittent sick leave, the reduction in FTE shall first be~~  
52 ~~applied to teaching duties, unless the faculty member requests that the reduction occur in service~~  
53 ~~assignments.~~

54

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

57

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

62

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

67

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

74

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

83

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

87

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

92

93 **Section 6. Sick Leave Advance for Employee's Own Health Condition.** Bargaining unit  
94 faculty members who earn paid sick leave are also eligible for salary continuance for up to 90  
95 calendar days of absence ~~due to the employee's own injury or illness for qualifying reasons~~  
96 ~~under the Oregon Sick Time Law (ORS 653.601 et seq.)~~ through a combination of accrued sick  
97 leave (Section 2 & 3), and advanced sick leave ~~under this Section, and leave from the Donated~~  
98 ~~Sick Leave Pool.~~ Each faculty member employed at 1.0 FTE is entitled to receive a sick-leave-  
99 with-pay advance as needed to provide the difference between sick leave earned as of the onset  
100 of the ~~illness or injury~~ qualifying event reason and 520 hours; faculty employed at less than 1.0  
101 FTE are eligible to receive a sick-leave-with-pay advance proportional to FTE to provide the  
102 difference between sick leave earned as of the onset of the ~~illness or injury~~ qualifying event  
103 reason and a prorate of 520 hours. As sick leave is earned, the amount shall replace any sick  
104 leave advanced until all advanced time is replaced with earned time. No more than a 520-hour  
105 sick leave advance is available during a seven-year period that begins with the first sick leave  
106 advance. More than one sick leave advance is possible as long as the total advance does not  
107 exceed 520 hours during a seven-year period.

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

112  
113 ~~Qualifying events for sick leave advance are limited to the employee's own health condition or~~  
114 ~~Parental Leave as described in Section 9 of this Article.~~

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

124  
125 **Section 8.** Bargaining unit faculty employed at 0.50 FTE or greater to teach summer session  
126 or to work on summer wage appointments are eligible to accrue and to use sick leave during  
127 the period of such appointment as provided in this Agreement.

128  
129 **Parental Leave**

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

135  
136 **Section 9. Paid Parental Leave Options:** Bargaining unit faculty members may elect one of  
137 the following options for parental leave upon the birth or adoption of a child:

138

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

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

148  
149 i. **The first 6 weeks.** As part of the first six weeks of leave, the bargaining unit  
150 faculty member must use any available Short-Term Disability Insurance benefits,  
151 all accrued vacation leave and all but 80 hours of accrued sick leave. If the  
152 bargaining unit faculty member does not have sufficient accrued disability  
153 insurance benefits and accrued paid leave to cover six weeks with full pay, the  
154 University will provide the faculty member with the necessary amount of paid  
155 parental leave to allow the faculty member to receive a total of six weeks paid  
156 parental leave.

157  
158 ii. **The second 6 weeks.** Bargaining unit faculty members may use accrued sick  
159 leave for their remaining six weeks of parental leave (for a total of 12 work  
160 weeks of leave). In the event that the faculty member does not have sufficient  
161 accrued sick leave, employees may borrow advanced sick leave for the  
162 remainder of the second six work weeks pursuant to Section ~~5~~ 6 above. Based on  
163 the timing of the birth or adoption, this paid leave may extend into a second  
164 term.

165  
166 If both parents are employees of the University, both parents are entitled to parental  
167 leave as described in ~~(a-i.)~~ and ~~(b-ii.)~~ above.

168  
169 **Section 10. Additional Parental Leave Allowances:** Bargaining unit faculty members in the  
170 Tenure Related and Career Related classification who are eligible for leave consistent with  
171 Section 9 above may also elect the following:

172  
173 a. ~~e-~~ **The third 6 weeks for those mothers who give birth.** Bargaining unit faculty  
174 members ~~in the Tenure Related and Career Related classifications~~ who give birth and  
175 qualify pursuant to Section 9 ~~the OFLA~~ may take up to an additional 6 weeks of parental  
176 leave. The faculty member may use ~~any remaining paid leave under Paid Leave Oregon~~  
177 ~~or~~ accrued sick leave during this time. Based on the timing of the birth, this paid leave  
178 may extend into a second term.

179  
180 b. **Section 10. Modified Duties Term.** A bargaining unit faculty member in a Tenure  
181 Related or Career Related classification who is eligible for leave under Section 9 ~~the~~  
182 ~~FMLA or OFLA~~ also has the option, within six months after the birth or adoption of a  
183 child, to take up to one term of modified duties at full pay status. Modified duties status  
184 provides full or partial release from classroom and classroom-related teaching

185 responsibilities at full pay following birth or adoption, without using accrued or  
186 advanced sick leave. Any release from or reduction of teaching responsibilities will  
187 follow Section 20 and ~~does~~ does not mean that the faculty member will be required to  
188 carry more than a normal load before or after the leave.

189  
190 **Section 11.** The review clock stoppage for bargaining unit faculty members in the Tenure  
191 Related classifications shall follow Article 20, Section 7.

## 192 **Vacation Leave**

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

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

207  
208 Eligible bargaining unit faculty members with a 12-month, 1.0 FTE appointment accrue  
209 15 hours of vacation leave per month; eligible bargaining unit faculty members on a 0.50 FTE or  
210 more 12-month contract accrue vacation in proportion to their FTE.

211  
212 **Section 14.** No employee may accrue in excess of 260 hours, and any accrued vacation leave  
213 in excess of this cap will be forfeited.

214  
215 **Section 15.** If an eligible bargaining unit faculty member transfers to the University of Oregon  
216 from another unclassified position at an Oregon public university and remains eligible for  
217 vacation accrual, they shall transfer all accrued vacation leave to the new position at the  
218 university, unless the break in service exceeds ~~30-180~~ 100 days.

219  
220 **Section 16.** The accrual of vacation leave is reduced on a pro-rata basis for a period of leave  
221 without pay, sabbatical leave, and educational leave. Vacation leave is accrued during other  
222 periods of paid leave.

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

229  
230 **Section 18.** Vacations are scheduled with the approval of the bargaining unit faculty member's

231 supervisor and should be planned cooperatively. Supervisors must be reasonable in allowing the  
 232 use of vacation leave and may not unreasonably deny vacation requests where the result would  
 233 be forfeiture of accrued vacation. For purposes of calculation, one normal work day is the  
 234 equivalent of eight hours of vacation leave for a full-time employee.

235  
 236 **Section 19.** Bargaining unit faculty members must accurately record all vacation hours used.  
 237 The transfer of vacation time for use by any another employee of the university is not  
 238 permitted.

239  
 240 **Section 20.** In the case that an instructional bargaining unit faculty member remains on leave  
 241 for an entire term or more, the following table shall be used to calculate the number of classes  
 242 taught upon return to work:  
 243

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

244  
 245  
 246 **Holidays and Paid Leave During Breaks**  
 247

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

- 253  
 254  
 255  
 256  
 257  
 258  
 259  
 260
- New Year’s Day
  - Martin Luther King, Jr.’s Birthday
  - Memorial Day
  - Juneteenth
  - Independence Day
  - Labor Day
  - Veterans Day

- 261 • Thanksgiving
- 262 • Day after Thanksgiving
- 263 • Christmas Day

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

269  
270 **Section 23.** Employees shall be eligible for ~~10~~ 5 days paid bereavement leave per occurrence.  
271 Paid bereavement leave shall run concurrently with the Oregon Family Leave Act (OFLA)  
272 when applicable. The University shall notify the employee when OFLA is running concurrently  
273 with bereavement leave. If additional bereavement time is needed, an employee shall be  
274 allowed to use accrued leave or leave without pay, at the option of the employee. Information  
275 regarding bereavement will be easily accessible on the HR website.

276  
277 **Leave Without Pay**

278  
279 **Section 23 24.** A bargaining unit faculty member may petition the Office of the Provost to be  
280 granted leave without pay. The granting of leave without pay is ~~in~~ at the discretion of the Office  
281 of the Provost ~~and shall not be unreasonably denied~~. If granted, leave without pay may not  
282 exceed two consecutive academic or fiscal years, depending on the appointment. ~~Those granted~~  
283 ~~leave without pay for an academic or fiscal year must indicate their intent to return to the~~  
284 ~~University by email in writing by March 15 of the approved leave year. Those who fail to~~  
285 ~~indicate an intent to return by this date in response to a University inquiry sent to their UO~~  
286 ~~email address, and those who or who indicate they do not intend to return prior to this date, are~~  
287 ~~considered to have voluntarily resigned from employment at the University. Nothing in this~~  
288 ~~Section shall prohibit the University from reinstating a bargaining unit faculty member to their~~  
289 ~~position. There is no shall be no mandatory return-to-service obligation when a bargaining unit~~  
290 ~~faculty member takes an external fellowship or is on leave without pay. Faculty members on~~  
291 ~~external fellowship leave will not be considered on leave without pay for purposes of payroll,~~  
292 ~~OPE, or the calculation of sabbatical eligibility. Faculty members on external fellowships will~~  
293 ~~continue to be treated as regular faculty for purposes of payroll (when applicable), benefits, and~~  
294 ~~the calculation of sabbatical eligibility.~~

295  
296 **Compliance with Laws**

297  
298 **Section 24 25.** The University will comply with applicable state and federal laws, including the  
299 ADA, the OFLA, ~~Paid Leave Oregon~~, and the FMLA, regarding leaves and the accommodation  
300 of disabilities.

301  
302 **Inclement Weather Policy**

303  
304 **Section 25 26.** To bring clarity to the implementation of the University’s inclement weather  
305 policy at the department or unit level, all faculty members who are required to report during  
306 inclement weather shall be notified of such requirement, at a minimum, at the beginning of each

307 academic year.