



UNITED ACADEMICS PROPOSAL

ARTICLE 24 LEAVES

Leave Policies on Website

Section 1. The University Administration will maintain all of the leave policies applicable to bargaining unit faculty members on the Human Resources website.

Sick Leave

Section 2. ~~Full time (1.0 FTE) bargaining unit faculty members will be credited with eight hours of sick leave for each full month of employment, or two hours for each full week of employment less than one month. Faculty employed at .50 FTE or greater will be credited a with a pro rata amount. Bargaining unit faculty members employed at less than .50 FTE are not eligible to earn sick leave;~~

All bargaining unit faculty at .50 FTE and above will be credited with eight (8) hours of sick leave for each full month of employment, or two (2) hours for each full week of employment less than one month. Bargaining unit faculty employed at less than .50 FTE will be credited with a pro rata amount.

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

Section 3. Bargaining unit faculty members who have earned sick leave credits must use and must record with the dean, director or designee the use of sick leave for any period of absence between 8 am and 5 pm on a day that the University is open during the term of the employee's appointment if the absence is due to the employee's illness, injury, ~~disability resulting from~~ pregnancy or other conditions, medical or dental care, exposure to contagious disease, or attendance upon members of the employee's immediate family (employee's parent(s), spouse or ~~domestic~~ partner, spouse or partner's parent(s), children, brother, sister, grandmother, grandfather, son-in-law, daughter-in-law, or another member of the immediate household) where the employee's presence is required because of illness; or for any period of absence that is due to a death in the immediate family of the bargaining unit faculty member or in the immediate family of the bargaining unit faculty member's spouse or ~~domestic~~ partner.

The University Administration may require a physician's certificate to support the sick leave claim for any absence in excess of 15 consecutive days or for recurring sick leave

1 use. The University Administration may require a physician's certificate before allowing
2 the employee bargaining unit faculty member return to work to certify that the return
3 would not be detrimental to the academic staff bargaining unit faculty member or to
4 others. Transfer of sick leave for use by another University employee is not permitted.

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6 **Section 5.** Bargaining unit faculty are eligible for salary continuance under the Short-
7 Term and Long-Term Disability Insurance policies made available through the University
8 Administration.

9 **Section 6.** A bargaining unit faculty member is entitled to transfer to the University with
10 any all unused sick leave earned with any Oregon public university, provided the break in
11 service upon transfer does not exceed one month. A faculty member who leaves
12 employment with the University, and then is rehired before the end of the fiscal year of
13 the last day of employment, is entitled to reinstate the previous unused, accrued sick
14 leave. A bargaining unit faculty member who terminates employment is not entitled to
15 compensation for unused sick leave including in the calculation of retirement benefits
16 under PERS.

17 **Section 7.** Bargaining unit faculty employed at .50 FTE or more to teach summer session
18 or to work on summer wage appointments are eligible to accrue and to use sick leave
19 during the period of such appointment.

20 **Parental Leave**

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22 **Section 8.** ~~The University will provide bargaining unit faculty members with leave upon~~
23 ~~the birth or adoption of a child as provided by the Family and Medical Leave Act~~
24 ~~(FMLA) and the Oregon Family Leave Act (OFLA). Upon the birth or adoption of a~~
25 ~~child, a bargaining unit faculty member who takes FMLA or OFLA parental leave will be~~
26 ~~granted six work weeks of paid leave to be used as part of his or her FMLA or OFLA~~
27 ~~leave. The bargaining unit faculty member must first use all accrued sick and vacation~~
28 ~~leave. If the bargaining unit faculty member does not have a six work weeks of accrued~~
29 ~~paid leave, the faculty member will be granted the necessary amount of paid parental~~
30 ~~leave so that in total he or she will receive six work weeks of paid leave. If both parents~~
31 ~~are employees of the University, only one parent is entitled to this additional paid leave.~~

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33 **Section 9.** ~~In addition to the family leave described above, an eligible faculty member has~~
34 ~~the option, within six months of the birth or adoption of a child, to elect to take up to one~~
35 ~~academic term of modified duties at the faculty member's then existing salary. Modified~~
36 ~~duty status provides full or partial release from classroom and classroom-related teaching~~
37 ~~responsibilities following birth or adoption, without using accrued sick leave.~~

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39 Upon request of the faculty member, following the birth or adoption of a child, faculty
40 will be granted a six (6) weeks full-salary paid leave. Faculty may also use accrued sick

1 leave up to a maximum of an additional twelve (12) weeks. In the event that the faculty
2 member does not have sufficient accrued sick leave, advanced sick leave may be
3 borrowed for the remainder of the first twelve weeks. Based on the timing of the birth or
4 adoption, this paid leave may extend into a second term or semester, in which case this
5 paid leave extends into the term or semester designated for modified duties.
6

7 **Section 9.** In addition to the paid family leave described above, an eligible faculty
8 member has the option to take up to one term of modified duties at full pay status.
9 Modified duties status provides full or partial release from classroom and classroom-
10 related teaching responsibilities at full pay following birth or adoption, without using
11 accrued or advanced sick leave. This constitutes an extension of the existing leave
12 policies regarding birth or adoption. Any release from or reduction of teaching
13 responsibilities does not mean that the faculty member will be required to carry more
14 than a normal load before or after the leave.
15

16 **Section 10.** To be eligible for family leave and modified duties as described this Article,
17 bargaining unit faculty members must be in the Career NTTF ~~classifications of Instructor,~~
18 ~~Lecturer, Librarian, Research Associate, Research Professor,~~ or Tenure-Track Professor
19 classifications. When both parents are eligible bargaining unit faculty members, both
20 parents are eligible to receive family leave and modified duties status as described in this
21 policy. Use of these benefits shall not adversely affect the bargaining unit faculty
22 member's standing or salary in any manner.
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24 **Section 11.** Bargaining unit ~~Faculty members in the TenureTrack classification~~ who
25 experience pregnancy, childbirth, or the adoption of a child shall have the option of an
26 additional probationary year before a tenure or promotional review.
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28 **Vacation Leave**

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30 **Section 12.** Vacation means absence from work permitting rest and recreation for a
31 specified period of time during which regular compensation continues. Bargaining unit
32 faculty members gain vacation privileges when employed at .50 FTE or more on a 12-
33 month appointment.
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35 **Section 13.** Eligible bargaining unit faculty members accrue vacation on a monthly basis,
36 beginning the first of the month following date of hire or on the first of the month if an
37 employee is hired the first working day of the month. Vacation accrues on the last day of
38 the month and is available for use the first day of the next month, subject to the
39 restrictions in Section 14 of this Article. Faculty members who have a 9-month
40 appointment and are subsequently appointed to a 12-month contract shall receive credit
41 for the previous 9-month appointment on a pro-rata basis.
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1 Eligible bargaining unit faculty members with a 12-month, 1.0 FTE appointment accrue
2 15 hours of vacation per month; eligible bargaining unit faculty members on a .50 FTE or
3 more 12-month contract accrue vacation in proportion to their FTE.

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

7
8 **Section 15.** If an eligible bargaining unit faculty member transfers to the University from
9 another unclassified position at an Oregon public university and remains eligible for
10 vacation accrual, he or she shall transfer all accrued vacation leave to the new position at
11 the University, unless the break in service exceeds 30 days.

12
13 **Section 17.** The accrual of vacation leave is reduced on a pro-rata basis for a period of
14 leave without pay, sabbatical leave and educational leave. Vacation leave is accrued
15 during other periods of paid leave.

16
17 **Section 18.** Bargaining unit faculty members are not entitled to payment for unused
18 vacation leave except upon termination of employment or upon transfer within the
19 University to another position if the faculty member is not eligible for vacation benefits
20 in the new position. The maximum number of hours that can be paid upon termination or
21 transfer is 180 hours.

22
23 **Section 19.** Vacation leaves are scheduled with the approval of the bargaining unit
24 faculty member's supervisor and should be planned cooperatively. Supervisors must be
25 reasonable in allowing the use of vacation leave and may not unreasonably deny vacation
26 requests where the result would be forfeiture of accrued vacation. For purposes of
27 calculation, one normal work day is the equivalent of eight hours of vacation leave for a
28 full-time employee.

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30 **Section 20.** Bargaining unit faculty members must accurately record all vacation hours
31 used. The transfer of vacation time for use by any another employee of the University is
32 not permitted.

33 **Holidays and Paid Leave During Breaks**

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36 **Section 21.** ~~Full-time~~ ~~b~~Bargaining unit faculty members who are employed at .50 FTE or
37 greater earn the following paid holidays. ~~Part-time~~ ~~b~~Bargaining unit faculty members
38 who are employed at less than .50 FTE will earn the following holidays if they are
39 regularly scheduled to work on the holiday:

40 New Year's Day
41 Martin Luther King, Jr.'s Birthday
42 Memorial Day
43 Independence Day (~~12-month-faculty-only~~)

1 Labor Day (~~12-month faculty only~~)

2 Thanksgiving

3 Day after Thanksgiving

4 Christmas Day

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6 **Section 22.** Bargaining unit faculty members who do not earn vacation will be
7 considered to be on paid leave during the week between Christmas and New Year's Day,
8 and during the week of Spring Break.

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10 **Leave Without Pay**

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12 **Section 23.** A bargaining unit faculty member may petition the Provost or designee to be
13 granted leave without pay. ~~The granting of leave without pay is in the discretion of the~~
14 ~~Provost or designee. If granted, leave without pay may not exceed two academic or fiscal~~
15 ~~years, depending on the employee's appointment. for up to one (1) year after exhausting~~
16 ~~all accrued sick leave with pay. The bargaining unit faculty member must submit a~~
17 ~~written request for leave and shall be required to submit a physician's certificate, when~~
18 ~~appropriate. Extensions beyond one year may be granted on a year-by-year basis.~~

19
20 Bargaining unit faculty are eligible for salary continuance for up to ninety (90) calendar
21 days of absence due to illness through a combination of accrued sick leave and advance
22 sick leave. Each faculty member employed at .50 FTE or greater is entitled to receive a
23 sick-leave-with-pay advance as needed to provide the difference between sick leave
24 earned as of the onset of the illness or injury and 520 hours; faculty employed at less than
25 .50 FTE are eligible to receive a sick-leave-with-pay advance proportional to FTE to
26 provide the difference between sick leave earned as of the onset of the illness or injury
27 and a prorate of 520 hours. As sick leave is earned, the amount shall replace any sick
28 leave advanced until all advanced time is replaced with earned time. More than one sick
29 leave advance is possible as long as the total advance does not exceed 520 hours.
30 Bargaining unit faculty on fixed term appointment cannot receive an advance that extends
31 beyond the end date of the fixed term appointment except upon written approval of the
32 Provost or designee.

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34 **Compliance with Laws**

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36 **Section 24.** The University will comply with applicable state and federal laws, including
37 the ADA; and the FMLA, regarding leaves and the accommodation of disabilities.

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39 **Joint Committee to Explore a Sick Leave Bank**

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41 **Section 25.** The Union and the University Administration agree to form a Joint
42 Committee charged with exploring the feasibility of establishing a Faculty Leave Bank.
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- 1 **a. Composition.** The Joint Committee shall be made up of three members appointed
2 by the Union and three members appointed by the Provost or designee.
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4 **b. Mission.** The Joint Committee shall meet at least three times during the 2013-14
5 academic year and three times during the 2014-15 academic year. The committee
6 will study Faculty Leave Banks at other college or Universities, explore the
7 technical aspects of creating a Faculty Leave Bank system, and attempt to cost out
8 the creation of a Faculty Leave Bank at the University of Oregon.