

1 UNITED ACADEMICS PROPOSAL

2 8-29-13

3  
4 ARTICLE 24  
5 LEAVES  
6

7 Leave Policies on Website  
8

9 Section 1. The University Administration will maintain all of the leave policies  
10 applicable to bargaining unit faculty members on the Human Resources website.  
11

12 Sick Leave  
13

14 Section 2. All bargaining unit faculty at 1.0 FTE will be credited with eight (8) hours of  
15 sick leave for each full month of employment, or two (2) hours for each full week of  
16 employment less than one month. Bargaining unit faculty employed at .5 FTE or greater  
17 will be credited with a pro rata amount.  
18

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

24 Section x. Bargaining unit faculty members employed at less than .5 FTE do not earn  
25 sick time. Bargaining unit faculty members employed at less than .5FTE who need to  
26 miss work due to illness will not be required to pay for a substitute nor will the  
27 bargaining unit faculty member have their pay docked for missing work for a legitimate  
28 illness. Bargaining unit faculty members employed at less than .5FTE will cooperate with  
29 their departments to make up for work missed due to illness, if practical.  
30

31 Section 3. Bargaining unit faculty members who have earned sick leave credits must use  
32 and must record the use of sick leave for any period of absence during the faculty  
33 member's regular work hours on a day that the university is open during the term of the  
34 employee's appointment, if the absence is due to the employee's illness, injury, pregnancy  
35 or other conditions, medical or dental care, exposure to contagious disease, or attendance  
36 upon members of the employee's immediate family (employee's parent(s), spouse or  
37 domestic partner, spouse or domestic partner's parent(s), children, brother, sister,  
38 grandmother, grandfather, son-in-law, daughter-in-law, or another member of the  
39 immediate household) where the employee's presence is required because of illness; or  
40 for any period of absence that is due to a death in the immediate family of the bargaining  
41 unit faculty member or in the immediate family of the bargaining unit faculty member's  
42 spouse or domestic partner.

1  
2 The University Administration may require a physician's certificate to support the sick  
3 leave claim for any absence in excess of 15 consecutive days or for recurring sick leave  
4 use. The University Administration may require a physician's certificate before allowing  
5 the bargaining unit faculty member return to work to certify that the return would not be  
6 detrimental to the bargaining unit faculty member or to others. Transfer of sick leave for  
7 use by another university employee is not permitted.  
8

9 **Section 4.** Bargaining unit faculty members employed at .5 FTE or greater are eligible for  
10 salary continuance under the Short-Term and Long-Term Disability Insurance policies  
11 made available through the university. Bargaining unit faculty members who earn paid  
12 sick leave are also eligible for salary continuance for up to 90 calendar days of absence  
13 due to illness through a combination of accrued sick leave and advanced sick leave. Each  
14 faculty member employed at 1.0 FTE is entitled to receive a sick-leave-with-pay advance  
15 as needed to provide the difference between sick leave earned as of the onset of the  
16 illness or injury and 520 hours; faculty employed at less than 1.0 FTE are eligible to  
17 receive a sick-leave-with-pay advance proportional to FTE to provide the difference  
18 between sick leave earned as of the onset of the illness or injury and a prorated 520  
19 hours. As sick leave is earned, the amount shall replace any sick leave advanced until all  
20 advanced time is replaced with earned time. No more than a 520-hour sick leave advance  
21 is available during a seven-year period that begins with the first sick leave advance.  
22 More than one sick leave advance is possible as long as the total advance does not exceed  
23 520 hours during a seven-year period. Bargaining unit faculty members cannot receive an  
24 advance that extends beyond the end date of their current contract or appointment except  
25 upon written approval of the Provost or designee.

26 **Section 5.** A bargaining unit faculty member is entitled to transfer to the university with  
27 all unused sick leave earned with any Oregon public university, provided the break in  
28 service prior to transfer does not exceed one month. A bargaining unit faculty member  
29 who leaves employment with the university, and then is rehired before the end of the  
30 fiscal year of the last day of employment, is entitled to reinstate the previous unused,  
31 accrued sick leave. A bargaining unit faculty member who terminates employment is not  
32 entitled to compensation for unused sick leave including in the calculation of retirement  
33 benefits under PERS.

34 **Section 6.** Bargaining unit faculty employed at .5 FTE or greater to teach summer session  
35 or to work on summer wage appointments are eligible to accrue and to use sick leave  
36 during the period of such appointment as provided in this Agreement.

#### 37 **Parental Leave**

38

39 **Section 7.** The University Administration will provide bargaining unit faculty members  
40 with leave upon the birth or adoption of a child as provided by the Family Medical Leave

1 Act (FMLA) and the Oregon Family Leave Act (OFLA). A bargaining unit faculty  
2 member who takes parental leave under FMLA or OFLA may take the first six work  
3 weeks of such leave with pay, in the following manner: As part of the first six weeks of  
4 leave, the bargaining unit faculty member must use any available short term disability  
5 insurance benefits, all accrued vacation leave and all but 80 hours of sick leave. If the  
6 bargaining unit faculty member does not have sufficient accrued disability insurance  
7 benefits and paid leave to cover six weeks with full pay, the University Administration  
8 will provide the faculty member with the necessary amount of paid parental leave to  
9 allow the faculty member to receive a total of six weeks paid parental leave. If both  
10 parents are employees of the University Administration, ~~only one parent is~~ both parents  
11 are entitled to this additional paid leave. Faculty may use accrued sick leave for his or  
12 her remaining six weeks of parental leave (for a total of 12 work weeks of leave). In the  
13 event that the faculty member does not have sufficient accrued sick leave, employees  
14 may borrow advanced sick leave for the remainder of the last six work weeks pursuant to  
15 Section 21 below. Based on the timing of the birth or adoption, this paid leave may  
16 extend into a second term.

17  
18 **Section 8.** A faculty member who is eligible for leave under the FMLA or OFLA also has  
19 the option, within six months after the birth or adoption of a child, to take up to one term  
20 of modified duties at full pay status. Modified duties status provides full or partial release  
21 from classroom and classroom-related teaching responsibilities at full pay following birth  
22 or adoption, without using accrued or advanced sick leave. Any release from or reduction  
23 of teaching responsibilities does not mean that the faculty member will be required to  
24 carry more than a normal load before or after the leave.

25  
26 **Section 9.** To be eligible for the paid family leave benefit described in Section 7 and  
27 modified duties described in Section 8, bargaining unit faculty members must be in a  
28 Career NTTF or the Tenure-Track or Tenured Professor classifications. Use of these  
29 benefits shall not adversely affect the bargaining unit faculty member's standing or salary  
30 in any manner.

31  
32 **Section 10.** Bargaining unit faculty members in the Tenure-Track and Tenured Professor  
33 classification who experience pregnancy, childbirth, or the adoption of a child and/or  
34 utilize parental leave shall have the option of an additional probationary year before a  
35 tenure or promotional review.

### 36 **Vacation Leave**

37  
38  
39 **Section 11.** Vacation means absence from work permitting rest and recreation for a  
40 specified period of time during which regular compensation continues. Bargaining unit  
41 faculty members gain vacation privileges when employed at .50 FTE or more on a 12-  
42 month appointment.

**Section 12.** 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 per month; eligible bargaining unit faculty members on a .50 FTE or more 12-month contract accrue vacation in proportion to their FTE.

**Section 13.** No employee may accrue in excess of 260 hours, and any accrued vacation leave in excess of this cap will be forfeited.

**Section 14.** If an eligible bargaining unit faculty member transfers to the university from another unclassified position at an Oregon public university and remains eligible for vacation accrual, he or she shall transfer all accrued vacation leave to the new position at the university, unless the break in service exceeds 30 days.

**Section 15.** 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 16.** Bargaining unit faculty members are not entitled to payment for unused vacation leave except upon 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 termination or transfer is 180 hours.

**Section 17.** Vacation leaves 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 18.** 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 permitted.

## **Holidays and Paid Leave During Breaks**

1 **Section 19.** Bargaining unit faculty members earn the following paid holidays and  
2 cannot be required to work on these holidays, except as necessary to maintain or operate  
3 critical facilities or operations. If a bargaining unit faculty member is required to work  
4 on a holiday for that reason, he or she may take an equivalent amount of time off with  
5 pay at a later date, as approved by the bargaining unit faculty member's supervisor:  
6

7 New Year's Day  
8 Martin Luther King, Jr.'s Birthday  
9 Memorial Day  
10 Independence Day  
11 Labor Day  
12 Thanksgiving  
13 Day after Thanksgiving  
14 Christmas Day  
15

16 **Section 20.** Bargaining unit ~~officers of instruction~~ faculty members who do not earn  
17 vacation will be considered to be on paid leave during the week between Christmas and  
18 New Year's Day, and during the week of Spring Break.  
19

#### 20 **Leave Without Pay**

21

22 **Section 21.** A bargaining unit faculty member may petition the Provost or designee to be  
23 granted leave without pay. The granting of leave without pay is in the discretion of the  
24 Provost or designee. If granted, leave without pay may not exceed two academic or fiscal  
25 years, depending on the appointment.  
26

#### 27 **Compliance with Laws**

28

29 **Section 22.** The University Administration will comply with applicable state and federal  
30 laws, including the ADA and the FMLA, regarding leaves and the accommodation of  
31 disabilities.