

1 UNIVERSITY COUNTERPROPOSAL

2 6-4-13

3
4 ARTICLE 24
5 LEAVES
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7 Leave Policies on Website
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9 Section 1. The University will maintain all of the leave policies applicable to bargaining
10 unit faculty members on the Human Resources website.
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12 Sick Leave
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14 Section 2. Bargaining unit members appointed at 1.0 FTE will be credited with eight
15 hours of sick leave for each full month of employment, or two hours for each full week of
16 employment less than one month. Faculty employed at .5 FTE or greater will be credited
17 with a pro rata amount. Bargaining unit faculty members appointed at less than .5 FTE
18 are not eligible to earn sick leave. Sick leave is not earned or used during sabbatical
19 leave, fellowship leave, career development leave, or leave without pay. Sick leave credit
20 shall be earned during sick leave with pay and during other periods of paid leave. There
21 is no limit on the amount of sick leave that may be accrued.
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23 Section 3. Bargaining unit faculty members who have earned sick leave credits must use
24 and must record the use of sick leave for any period of absence during the faculty
25 member's regular work hours on a day that the University is open during the term of the
26 employee's appointment if the absence is due to the employee's illness, injury, pregnancy
27 or other conditions, medical or dental care, exposure to contagious disease, or attendance
28 upon members of the employee's immediate family (employee's parent(s), spouse or
29 partner, children, brother, sister, grandmother, grandfather, son-in-law, daughter-in-law,
30 or another member of the immediate household) where the employee's presence is
31 required because of illness; or for any period of absence that is due to a death in the
32 immediate family of the bargaining unit faculty member or in the immediate family of the
33 bargaining unit faculty member's spouse or partner.
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35 The University may require a physician's certificate to support the sick leave claim for
36 any absence in excess of 15 consecutive days or for recurring sick leave use. The
37 University may require a physician's certificate before allowing the bargaining unit
38 faculty member to return to work to certify that the return would not be detrimental to the
39 bargaining unit faculty member or to others. Transfer of sick leave for use by another
40 University employee is not permitted.
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Section 4. Bargaining unit faculty members are eligible for salary continuance under the Short-Term and Long-Term Disability Insurance policies made available through the University.

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

Section 6. Bargaining unit faculty employed at .50 FTE or greater to teach summer session or to work on summer wage appointments are eligible to accrue and to use sick leave during the period of such appointment.

Parental Leave

Section 7. The University will provide bargaining unit faculty members with leave upon the birth or adoption of a child as provided by the Family Medical Leave Act (FMLA) and the Oregon Family Leave Act (OFLA). A bargaining unit faculty member who takes parental leave under FMLA or OFLA may take the first six work weeks of such leave with pay. The bargaining unit faculty member must first use any available short term disability insurance benefits, and 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 and paid leave, the University will provide the faculty member with the necessary amount of paid leave to allow the faculty member to receive a total of six weeks of paid parental leave. If both parents are employees of the University, only one parent is entitled to this additional paid leave. Faculty may use accrued sick leave for his or her remaining six work 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 last six work weeks pursuant to Section 21 below. Based on the timing of the birth or adoption, this paid leave may extend into a second term or semester.

Section 8. In addition to the family leave described above, an eligible faculty member has the option, within six months after the birth or adoption of a child, to take up to one academic 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 does not mean that the faculty member will be required to carry more than a normal load before or after the leave.

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2 **Section 9.** To be eligible for family leave and modified duties as described this Article,
3 bargaining unit faculty members must be in the Career NTTF or Tenure-Track and
4 Tenured Professor classification. Use of these benefits shall not adversely affect the
5 bargaining unit faculty member's standing or salary in any manner.
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7 **Section 10.** Bargaining unit faculty members in the Tenure-Track and Tenured Professor
8 classification who experience pregnancy, childbirth, or the adoption of a child shall have
9 the option of an additional probationary year before a tenure or promotional review.
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11 **Vacation Leave**

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13 **Section 11.** Vacation means absence from work permitting rest and recreation for a
14 specified period of time during which regular compensation continues. Bargaining unit
15 faculty members gain vacation privileges when employed at .50 FTE or more on a 12-
16 month appointment.
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18 **Section 12.** Eligible bargaining unit faculty members accrue vacation on a monthly basis,
19 beginning the first of the month following date of hire or on the first of the month if an
20 employee is hired the first working day of the month. Vacation accrues on the last day of
21 the month and is available for use the first day of the next month, subject to the
22 restrictions in Section 14 of this Article. Faculty members who have a 9-month
23 appointment and are subsequently appointed to a 12-month contract shall receive credit
24 for the previous 9-month appointment on a pro-rata basis.
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26 Eligible bargaining unit faculty members with a 12-month, 1.0 FTE appointment accrue
27 15 hours of vacation per month; eligible bargaining unit faculty members on a .50 FTE or
28 more 12-month contract accrue vacation in proportion to their FTE.
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30 **Section 13.** No employee may accrue in excess of 260 hours, and any accrued vacation
31 leave in excess of this cap will be forfeited.
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33 **Section 14.** If an eligible bargaining unit faculty member transfers to the University from
34 another unclassified position at an Oregon public university and remains eligible for
35 vacation accrual, he or she shall transfer all accrued vacation leave to the new position at
36 the University, unless the break in service exceeds 30 days.
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38 **Section 15.** The accrual of vacation leave is reduced on a pro-rata basis for a period of
39 leave without pay, sabbatical leave and educational leave. Vacation leave is accrued
40 during other periods of paid leave.
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42 **Section 16.** Bargaining unit faculty members are not entitled to payment for unused
43 vacation leave except upon termination of employment or upon transfer within the

1 University to another position if the faculty member is not eligible for vacation benefits
2 in the new position. The maximum number of hours that can be paid upon termination or
3 transfer is 180 hours.

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5 **Section 17.** Vacation leaves are scheduled with the approval of the bargaining unit
6 faculty member's supervisor and should be planned cooperatively. Supervisors may not
7 unreasonably deny vacation requests where the result would be forfeiture of accrued
8 vacation. For purposes of calculation, one normal work day is the equivalent of eight
9 hours of vacation leave for a full-time employee.

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11 **Section 18.** Bargaining unit faculty members must accurately record all vacation hours
12 used. The transfer of vacation time for use by any another employee of the University is
13 not permitted.

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

18 19 **Leave Without Pay**

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21 **Section 20.** A bargaining unit faculty member may petition the Provost or designee to be
22 granted leave without pay. The granting of leave without pay is in the discretion of the
23 Provost or designee. If granted, leave without pay may not exceed two academic or fiscal
24 years, depending on the appointment.

25 26 **Salary Continuance**

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28 **Section 21:** Bargaining unit faculty members are eligible for salary continuance for up to
29 90 calendar days of absence due to illness through a combination of accrued sick leave
30 and advance of sick leave. Each faculty member employed at .50 FTE or greater is
31 entitled to receive a sick-leave-with-pay advance as needed to provide the difference
32 between sick leave earned as of the onset of the illness or injury and 520 hours; faculty
33 employed at less than .50 FTE are eligible to receive a sick-leave-with-pay advance
34 proportional to FTE to provide the difference between sick leave earned as of the onset of
35 the illness or injury and a prorated 90 calendar days. As sick leave is earned, the amount
36 shall replace any sick leave advanced until all advanced time is replaced with earned
37 time. More than one sick leave advance is possible as long as the total advance does not
38 exceed 90 calendar days. Bargaining unit faculty on fixed term appointment cannot
39 receive an advance that extends beyond the end date of the fixed term appointment except
40 upon written approval of the Provost or designee.

41 42 **Compliance with Laws**

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