

1 UNIVERSITY COUNTERPROPOSAL

2 7-23-13

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.
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12 Sick Leave
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14 Section 2. All bargaining unit faculty at 1.0-5.0 FTE and above will be credited with
15 eight (8) hours of sick leave for each full month of employment, or two (2) hours for each
16 full week of employment less than one month. Bargaining unit faculty employed at .5
17 FTE or greater will be credited with a pro rata amount.
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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.
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24 Section 3. Bargaining unit faculty members who have earned sick leave credits must use
25 and must record the use of sick leave for any period of absence during the faculty
26 member's regular work hours on a day that the University is open during the term of the
27 employee's appointment, if the absence is due to the employee's illness, injury, pregnancy
28 or other conditions, medical or dental care, exposure to contagious disease, or attendance
29 upon members of the employee's immediate family (employee's parent(s), spouse or
30 domestic partner, spouse or domestic partner's parent(s), children, brother, sister,
31 grandmother, grandfather, son-in-law, daughter-in-law, or another member of the
32 immediate household) where the employee's presence is required because of illness; or
33 for any period of absence that is due to a death in the immediate family of the bargaining
34 unit faculty member or in the immediate family of the bargaining unit faculty member's
35 spouse or domestic partner.
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37 The University Administration may require a physician's certificate to support the sick
38 leave claim for any absence in excess of 15 consecutive days or for recurring sick leave
39 use. The University Administration may require a physician's certificate before allowing
40 the bargaining unit faculty member return to work to certify that the return would not be
41 detrimental to the bargaining unit faculty member or to others. Transfer of sick leave for
42 use by another university employee is not permitted.

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

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

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

30 **Parental Leave**

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32 **Section 7.** The University will provide bargaining unit faculty members with leave upon
33 the birth or adoption of a child as provided by the Family Medical Leave Act (FMLA)
34 and the Oregon Family Leave Act (OFLA). A bargaining unit faculty member who takes
35 parental leave under FMLA or OFLA may take the first six work weeks of such leave
36 with pay, in the following manner: As part of the first six weeks of leave, —The
37 bargaining unit faculty member must first use any available short term disability
38 insurance benefits, all accrued vacation leave and all but 80 hours of sick leave. If the
39 bargaining unit faculty member does not have sufficient accrued disability insurance
40 benefits and paid leave to cover six weeks with full pay, the University will provide the

1 faculty member with the necessary amount of paid parental leave to allow the faculty
2 member to receive a total of six weeks paid parental leave. If both parents are employees
3 of the University, only one parent is entitled to this additional paid leave. When both
4 parents are eligible bargaining unit faculty members, both parents are eligible to receive
5 paid parental leave. Faculty may use accrued sick leave for his or her remaining six
6 weeks of parental leave (for a total of 12 work weeks of leave). In the event that the
7 faculty member does not have sufficient accrued sick leave, employees may borrow
8 advanced sick leave for the remainder of the last six work weeks pursuant to Section 21
9 below. Based on the timing of the birth or adoption, this paid leave may extend into a
10 second term.

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

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21 **Section 9.** To be eligible for the paid family leave benefit described in Section 7 and
22 modified duties as described in Section 8 ~~this Article~~, bargaining unit faculty members
23 must be in at the Career NTTF or the Tenure-Track or Tenured Professor classifications.
24 ~~When both parents are eligible bargaining unit faculty members, both parents are eligible~~
25 ~~to receive family leave and modified duty status as described in this policy.~~ Use of these
26 benefits shall not adversely affect the bargaining unit faculty member's standing or salary
27 in any manner.

28
29 **Section 10.** Bargaining unit faculty members in the Tenure-Track and Tenured Professor
30 classification who experience pregnancy, childbirth, or the adoption of a child and/or
31 utilize parental leave shall have the option of an additional probationary year before a
32 tenure or promotional review.

33 34 **Vacation Leave**

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

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41 **Section 12.** Eligible bargaining unit faculty members accrue vacation on a monthly basis,
42 beginning the first of the month following date of hire or on the first of the month if an
43 employee is hired the first working day of the month. Vacation accrues on the last day of

1 the month and is available for use the first day of the next month, subject to the
2 restrictions in Section 14 of this Article. Faculty members who have a 9-month
3 appointment and are subsequently appointed to a 12-month contract shall receive credit
4 for the previous 9-month appointment on a pro-rata basis.

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6 Eligible bargaining unit faculty members with a 12-month, 1.0 FTE appointment accrue
7 15 hours of vacation per month; eligible bargaining unit faculty members on a .50 FTE or
8 more 12-month contract accrue vacation in proportion to their FTE.

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

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

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

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

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28 **Section 17.** Vacation leaves are scheduled with the approval of the bargaining unit
29 faculty member's supervisor and should be planned cooperatively. Supervisors must be
30 reasonable in allowing the use of vacation leave and may not unreasonably deny vacation
31 requests where the result would be forfeiture of accrued vacation. For purposes of
32 calculation, one normal work day is the equivalent of eight hours of vacation leave for a
33 full-time employee.

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

38 39 **Holidays and Paid Leave During Breaks**

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41 **Section 19.** Bargaining unit faculty members earn the following paid holidays and
42 cannot be required to work on these holidays, except as necessary to maintain or operate
43 critical facilities or operations. If a bargaining unit faculty member is required to work

1 on a holiday for that reason, he or she may take an equivalent amount of time off with
2 pay at a later date, as approved by the bargaining unit faculty member's supervisor:

3 New Year's Day

4 Martin Luther King, Jr.'s Birthday

5 Memorial Day

6 Independence Day

7 Labor Day

8 Thanksgiving

9 Day after Thanksgiving

10 Christmas Day

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

15 **Leave Without Pay**

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

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25 ~~**Section 22.** Bargaining unit faculty members are eligible for salary continuance for up to~~
26 ~~ninety (90) calendar working days of absence due to illness through a combination of~~
27 ~~accrued sick leave and advance of sick leave. Each faculty member employed at 1.50~~
28 ~~FTE or greater is entitled to receive a sick leave with pay advance as needed to provide~~
29 ~~the difference between sick leave earned as of the onset of the illness or injury and 90~~
30 ~~calendar working days; faculty employed at less than 1.0.50 FTE are eligible to receive a~~
31 ~~sick leave with pay advance proportional to FTE to provide the difference between sick~~
32 ~~leave earned as of the onset of the illness or injury and a prorata of 90 calendar working~~
33 ~~days. As sick leave is earned, the amount shall replace any sick leave advanced until all~~
34 ~~advanced time is replaced with earned time. More than one sick leave advance is possible~~
35 ~~as long as the total advance does not exceed 90 calendar working days. Bargaining unit~~
36 ~~faculty on fixed term appointment cannot receive an advance that extends beyond the end~~
37 ~~date of the fixed term appointment except upon written approval of the Provost or~~
38 ~~designee.~~

39 **Compliance with Laws**

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

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

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4 **Section 25.** The Union and the University Administration agree to form a Joint
5 Committee charged with exploring the feasibility of establishing a Faculty Leave Bank.

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7 a. **Composition.** The Joint Committee shall be made up of three members appointed
8 by the Union and three members appointed by the Provost or designee.

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10 b.a. **Mission.** The Joint Committee shall meet at least four times during the 2014-
11 15 academic year. The committee will study Faculty Leave Banks at other college
12 or Universities, explore the technical aspects of creating a Faculty Leave Bank
13 system, and attempt to cost out the creation of a Faculty Leave Bank at the
14 University of Oregon.