

1 UNIVERSITY COUNTERPROPOSAL

2  
3 4-24-13

4  
5 ARTICLE 24  
6 LEAVES

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8 Leave Policies on Website

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

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14 Sick Leave

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16 Section 2. Full time (1.0 FTE) bargaining unit faculty members will be credited with  
17 eight hours of sick leave for each full month of employment, or two hours for each full  
18 week of employment less than one month. Faculty employed at .50 FTE or greater will be  
19 credited a with a pro rata amount. Bargaining unit faculty members employed at less than  
20 .50 FTE are not eligible to earn sick leave,

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

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27 Section 3. Bargaining unit faculty members who have earned sick leave credits must use  
28 and must record with the dean, director or designee the use of sick leave for any period of  
29 absence between 8 am and 5 pm on a day that the University is open during the term of  
30 the employee's appointment if the absence is due to the employee's illness, injury,  
31 disability resulting from pregnancy or other conditions, medical or dental care, exposure  
32 to contagious disease, or attendance upon members of the employee's immediate family  
33 (employee's parent(s), spouse or domestic partner, children, brother, sister, grandmother,  
34 grandfather, son-in-law, daughter-in-law, or another member of the immediate  
35 household) where the employee's presence is required because of illness; or for any  
36 period of absence that is due to a death in the immediate family of the bargaining unit  
37 faculty member or in the immediate family of the bargaining unit faculty member's  
38 spouse or domestic partner. The University may require a physician's certificate to  
39 support the sick leave claim for any absence in excess of 15 consecutive days or for  
40 recurring sick leave use. The University may require a physician's certificate before  
41 allowing the employee return to work to certify that the return would not be detrimental

1 to the academic staff member or to others. Transfer of sick leave for use by another  
2 University employee is not permitted.

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

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

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

#### 17 **Parental Leave**

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

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

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36 **Section 10.** To be eligible for family leave and modified duties as described this Article,  
37 bargaining unit faculty members must be in the classifications of Instructor, Lecturer,  
38 Librarian, Research Associate, Research Professor, or Tenure-Track Professor. When  
39 both parents are eligible faculty members, both parents are eligible to receive family

1 leave and modified duties status as described in this policy. Use of these benefits shall  
2 not adversely affect the faculty member's standing or salary in any manner.

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4 **Section 11.** Faculty members in the Tenure Track classification who experience  
5 pregnancy, childbirth, or the adoption of a child shall have the option of an additional  
6 probationary year before a tenure or promotional review.

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8 **Vacation Leave**

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

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

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23 Eligible bargaining unit faculty members with a 12-month, 1.0 FTE appointment accrue  
24 15 hours of vacation per month; eligible bargaining unit faculty members on a .50 FTE or  
25 more 12-month contract accrue vacation in proportion to their FTE.

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

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

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

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40 **Section 18.** Bargaining unit faculty members are not entitled to payment for unused  
41 vacation leave except upon termination of employment or upon transfer within the  
42 University to another position if the faculty member is not eligible for vacation benefits

1 in the new position. The maximum number of hours that can be paid upon termination or  
2 transfer is 180 hours.

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4 **Section 19.** Vacation leaves are scheduled with the approval of the bargaining unit  
5 faculty member's supervisor and should be planned cooperatively. Supervisors may not  
6 unreasonably deny vacation requests where the result would be forfeiture of vacation. For  
7 purposes of calculation, one normal work day is the equivalent of eight hours of vacation  
8 leave for a full-time employee.

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

### 13 14 **Holidays and Paid Leave During Breaks**

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16 **Section 21.** Full time bargaining unit faculty members earn the following paid holidays.  
17 Part time bargaining unit faculty members will earn the following holidays if they are  
18 regularly scheduled to work on the holiday:

19 New Year's Day  
20 Martin Luther King, Jr.'s Birthday  
21 Memorial Day  
22 Independence Day (12-month faculty only)  
23 Labor Day (12-month faculty only)  
24 Thanksgiving  
25 Day after Thanksgiving  
26 Christmas Day

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

### 31 32 **Leave Without Pay**

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34 **Section 23.** A bargaining unit faculty member may petition the Provost or designee to be  
35 granted leave without pay. The granting of leave without pay is in the discretion of the  
36 Provost or designee. If granted, leave without pay may not exceed two academic or fiscal  
37 years, depending on the employee's appointment.

### 38 39 **Compliance with Laws**

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