

1 **ARTICLE 32. LEAVES**

2 **Leave Policies on Website**

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

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6 **Sick Leave**

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8 **Section 2.** All bargaining unit faculty members appointed at 1.0 FTE will be credited with
9 eight hours of sick leave for each full month of employment, or two hours for each full week
10 of employment less than one month. Bargaining unit faculty employed at .5
11 FTE or greater will be credited with a pro rata amount.

12
13 Sick leave is not earned or used during sabbatical leave, fellowship leave, career development
14 leave, or leave without pay. Sick leave credit shall be earned during sick leave with pay and
15 during other periods of paid leave. There is no limit on the amount of sick leave that may be
16 accrued.

17
18 **Section 3.** Bargaining unit faculty members employed at less than .5 FTE do not earn sick
19 leave. Bargaining unit faculty members employed at less than .5 FTE who need to miss work
20 due to a legitimate illness will not be required to pay for a substitute. If the bargaining unit
21 faculty member's absence does not qualify as FMLA or OFLA leave, the bargaining unit
22 faculty member's pay will not be reduced because of ~~the~~ absences related to legitimate
23 illnesses lasting less than five days. If the absence qualifies as FMLA or OFLA leave, those
24 statutes and regulations will apply in lieu of this provision.

25
26 **Section 4.** Bargaining unit faculty members who have earned sick leave credits must use and
27 must record the use of sick leave for any period of absence during the faculty member's regular
28 work hours on a day that the university is open during the term of the employee's appointment,
29 if the absence is due to the employee's illness, injury, pregnancy-related illness or other
30 conditions, medical or dental care, exposure to contagious disease, or attendance upon members
31 of the employee's immediate family (employee's parent(s), spouse or domestic partner, spouse
32 or domestic partner's parent(s), children, brother, sister, grandmother, grandfather, son-in-law,
33 daughter-in-law, or another member of the immediate household) where the employee's
34 presence is required because of illness; or for any period of absence that is due to a death in the
35 immediate family of the bargaining unit faculty member or in the immediate family of the
36 bargaining unit faculty member's spouse or domestic partner.

37
38 The University may require a physician's certificate to support the sick leave claim for any
39 absence in excess of 15 consecutive days or for recurring sick leave use. The University may
40 require a physician's certificate before allowing the bargaining unit faculty member to return to
41 work to certify that the return would not be detrimental to the bargaining unit faculty member
42 or to others. Transfer of sick leave for use by another university employee is not permitted.
43

1 **Section 5. Disability Insurance.** Bargaining unit faculty members employed at .50 FTE or
2 greater are eligible for salary continuance under the Short-Term and Long-Term Disability
3 Insurance policies made available through the University.

4
5 **Section 6. Sick Leave Advance.** Bargaining unit faculty members who earn paid sick leave
6 are also eligible for salary continuance for up to 90 calendar days of absence due to illness
7 through a combination of accrued sick leave and advanced sick leave. Each faculty member
8 employed at 1.0 FTE is entitled to receive a sick-leave-with- pay advance as needed to
9 provide the difference between sick leave earned as of the onset of the illness or injury and
10 520 hours; faculty employed at less than 1.0 FTE are eligible to receive a sick-leave-with-pay
11 advance proportional to FTE to provide the difference between sick leave earned as of the
12 onset of the illness or injury and a prorate of 520 hours. As sick leave is earned, the amount
13 shall replace any sick leave advanced until all advanced time is replaced with earned time. No
14 more than a 520-hour sick leave advance is available during a seven-year period that begins
15 with the first sick leave advance. More than one sick leave advance is possible as long as the
16 total advance does not exceed 520 hours during a seven-year period.

17
18 Bargaining unit faculty members cannot receive an advance that extends beyond the end date
19 of their current contract or appointment except upon written approval of the Provost or
20 designee.

21
22 Qualifying events for sick leave advance are limited to the employee's own health condition
23 or Parental Leave as described in Section 8 of this Article.

24
25 **Section 6. 7.** A bargaining unit faculty member is entitled to transfer to the University of
26 Oregon with all unused sick leave earned with any Oregon public university, provided the
27 break in service prior to transfer does not exceed one month. A bargaining unit faculty member
28 who leaves employment with the university, and then is rehired before the end of the fiscal year
29 of the last day of employment, is entitled to reinstate the previous unused, accrued sick leave. A
30 bargaining unit faculty member who terminates employment is not entitled to compensation for
31 unused sick leave including in the calculation of retirement benefits under PERS.

32
33 **Section 7. 8.** Bargaining unit faculty employed at .50 FTE or greater to teach summer
34 session or to work on summer wage appointments are eligible to accrue and to use sick leave
35 during the period of such appointment as provided in this Agreement.

36 **Parental Leave**

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39 **Section 8. 9.** The University will provide bargaining unit faculty members with unpaid leave
40 upon the birth or adoption of a child as provided by the Family Medical Leave Act (FMLA)
41 and the Oregon Family Leave Act (OFLA).

42
43 Section 10. Tenure-track and Career NTTF bargaining unit faculty members may take leave
44 under FMLA or OFLA with pay, in the following manner:

1 (a) The first 6 weeks. ~~A bargaining unit faculty member who takes parental leave under~~
2 ~~FMLA or OFLA may take the first six work weeks of such leave with pay, in the~~
3 ~~following manner:~~ As part of the first six weeks of leave, the bargaining unit faculty
4 member must use any available short term disability insurance benefits, all accrued
5 vacation leave and all but 80 hours of accrued sick leave. If the bargaining unit
6 faculty member does not have sufficient accrued disability insurance benefits and
7 accrued paid leave to cover six weeks with full pay, the University will provide the
8 faculty member with the necessary amount of paid parental leave to allow the faculty
9 member to receive a total of six weeks paid parental leave.

10
11 (b) The second 6 weeks. Bargaining unit faculty members may use accrued sick leave
12 for his or her remaining six weeks of parental leave (for a total of 12 work weeks of
13 leave). In the event that the faculty member does not have sufficient accrued sick
14 leave, employees may borrow advanced sick leave for the remainder of the ~~last~~
15 second six work weeks pursuant to Section 5 6 above. Based on the timing of the
16 birth or adoption, this paid leave may extend into a second term.

17
18 (c) The third 6 weeks for mothers who give birth. Bargaining unit faculty members who
19 give birth and qualify pursuant to the OFLA may take an additional 6 weeks of
20 parental leave. The faculty member may use accrued sick leave during this time.
21 Based on the timing of the birth or adoption, this paid leave may extend into a
22 second term.

23
24 If both parents are employees of the University, both parents are entitled to parental leave as
25 described in Section 10 (a) and (b) above.

26
27 **Section 9, 11.** A faculty member who is eligible for leave under the FMLA or OFLA also has
28 the option, within six months after the birth or adoption of a child, to take up to one term of
29 modified duties at full pay status. Modified duties status provides full or partial release from
30 classroom and classroom-related teaching responsibilities at full pay following birth or
31 adoption, without using accrued or advanced sick leave. Any release from or reduction of
32 teaching responsibilities does not mean that the faculty member will be required to carry more
33 than a normal load before or after the leave.

34
35 ~~**Section 10, 12.** To be eligible for the paid family leave benefit described in Section 7 and~~
36 ~~modified duties described in Section 8, bargaining unit faculty members must be in a Career~~
37 ~~NTTE or the Tenure-Track or Tenured Professor classifications.—~~Use of these benefits shall
38 not adversely affect the bargaining unit faculty member's standing or salary in any manner.

39
40 **Section 11, 13.** Bargaining unit faculty members in the Tenure-Track and Tenured Professor
41 classification who experience pregnancy, childbirth, or the adoption of a child and/or utilize
42 parental leave shall have the option of an additional probationary year before a tenure or
43 promotional review.

44
45 **Vacation Leave**

1
2 **Section ~~12.~~ 14.** Vacation means absence from work permitting rest and recreation for a
3 specified period of time during which regular compensation continues. Bargaining unit
4 faculty members gain vacation privileges when employed at .50 FTE or more on a 12-
5 month appointment.

6
7 **Section ~~13.~~ 15.** Eligible bargaining unit faculty members accrue vacation on a monthly basis,
8 beginning the first of the month following date of hire or on the first of the month if an
9 employee is hired the first working day of the month. Vacation accrues on the last day of the
10 month and is available for use the first day of the next month, subject to the restrictions in
11 Section 14 of this Article. Faculty members who have a 9-month appointment and are
12 subsequently appointed to a 12-month contract shall receive credit for the previous 9-month
13 appointment on a pro-rata basis.

14
15 Eligible bargaining unit faculty members with a 12-month, 1.0 FTE appointment accrue
16 15 hours of vacation per month; eligible bargaining unit faculty members on a .50 FTE or more
17 12-month contract accrue vacation in proportion to their FTE.

18
19 **Section ~~14.~~ 16.** No employee may accrue in excess of 260 hours, and any accrued vacation
20 leave in excess of this cap will be forfeited.

21
22 **Section ~~15.~~ 17.** If an eligible bargaining unit faculty member transfers to the University of
23 Oregon from another unclassified position at an Oregon public university and remains eligible
24 for vacation accrual, he or she shall transfer all accrued vacation leave to the new position at
25 the university, unless the break in service exceeds 30 days.

26
27 **Section ~~16.~~ 18.** The accrual of vacation leave is reduced on a pro-rata basis for a period of
28 leave without pay, sabbatical leave and educational leave. Vacation leave is accrued during
29 other periods of paid leave.

30
31 **Section ~~17.~~ 19.** Bargaining unit faculty members are not entitled to payment for unused
32 vacation leave except upon termination of employment or upon transfer within the university to
33 another position if the faculty member is not eligible for vacation benefits in the new position.
34 The maximum number of hours that can be paid upon termination or transfer is 180 hours.

35
36 **Section ~~18.~~ 20.** Vacation leaves are scheduled with the approval of the bargaining unit faculty
37 member's supervisor and should be planned cooperatively. Supervisors must be reasonable in
38 allowing the use of vacation leave and may not unreasonably deny vacation requests where the
39 result would be forfeiture of accrued vacation. For purposes of calculation, one normal work
40 day is the equivalent of eight hours of vacation leave for a full-time employee.

41
42 **Section ~~19.~~ 21.** Bargaining unit faculty members must accurately record all vacation hours
43 used. The transfer of vacation time for use by any another employee of the university is not
44 permitted.

1 **Holidays and Paid Leave During Breaks**
2

3 **Section 20. 22.** Bargaining unit faculty members earn the following paid holidays and cannot
4 be required to work on these holidays, except as necessary to maintain or operate critical
5 facilities or operations. If a bargaining unit faculty member is required to work on a holiday
6 for that reason, he or she may take an equivalent amount of time off with pay at a later date, as
7 approved by the bargaining unit faculty member’s supervisor:
8

- 9 • New Year’s Day
- 10 • Martin Luther King, Jr.’s Birthday
- 11 • Memorial Day
- 12 • Independence Day
- 13 • Labor Day
- 14 • Thanksgiving
- 15 • Day after Thanksgiving
- 16 • Christmas Day
- 17

18 **Section 21. 23.** Bargaining unit officers of instruction who do not earn vacation will be
19 considered to be on paid leave during the week between Christmas and New Year’s Day, and
20 during the week of Spring Break.
21

22 **Leave Without Pay**
23

24 **Section 22. 24.** A bargaining unit faculty member may petition the Provost or designee to be
25 granted leave without pay. The granting of leave without pay is in the discretion of the Provost
26 or designee. If granted, leave without pay may not exceed two academic or fiscal years,
27 depending on the appointment.
28

29 **Compliance with Laws**
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31 **Section 23. 25.** The University will comply with applicable state and federal laws, including
32 the ADA and the FMLA, regarding leaves and the accommodation of disabilities.
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