

1 UNIVERSITY OF OREGON COUNTERPROPOSAL (10/31/2024)
2 UNITED ACADEMICS COUNTERPROPOSAL (10/17/2024)
3 UNIVERSITY OF OREGON COUNTERPROPOSAL (7/15/2024)
4 UNITED ACADEMICS COUNTERPROPOSAL (7/2/2024)
5 UNIVERSITY OF OREGON COUNTERPROPOSAL (5/2/2024)
6 UNITED ACADEMICS PROPOSAL (3/14/2024)
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8 **Document Key**

9 UA new | ~~UA deletion~~ | UO new | ~~UO deletion~~ | Accepted | Deleted | Status Quo | Restored
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11 **ARTICLE 32. LEAVES**

12
13 **Leave Policies on Website**

14
15 **Section 1.** The University will maintain all of the leave policies applicable to bargaining unit
16 faculty members on the Human Resources website and in the Faculty Handbook.
17

18 **Sick Leave**

19
20 **Section 2.** All bargaining unit faculty members appointed at 1.0 FTE will be credited with
21 eight hours of sick leave for each full month of employment, or two hours for each full week
22 of employment less than one month. Bargaining unit faculty employed at less than 1.0 FTE
23 will be credited with a pro rata amount.
24

25 Sick leave is not earned or used during sabbatical leave, fellowship leave, career development
26 leave, or leave without pay. Sick leave credit shall be earned during sick leave with pay and
27 during other periods of paid leave. There is no limit on the amount of sick leave that may be
28 accrued.
29

30 **Section 3.** Bargaining unit faculty members who have earned sick leave credits must use and
31 must record the use of sick leave for any period of absence during the faculty member's regular
32 work hours on a day that the university is open during the term of the employee's appointment, if
33 the absence is due to the employee's illness, injury, pregnancy-related illness or other conditions,
34 medical or dental care, exposure to contagious disease, or attendance upon members of the
35 employee's immediate family (employee's parent(s), spouse or domestic partner, spouse or
36 domestic partner's parent(s), children, stepchildren, sibling(s), grandparent(s), children-in-law,
37 ~~or~~ another member of the immediate household, or any other member deemed eligible pursuant
38 to Federal or State law) where the employee's presence is required because of illness; or for any
39 period of absence that is due to a death in the immediate family of the bargaining unit faculty
40 member or in the immediate family of the bargaining unit faculty member's spouse or domestic
41 partner. The University will provide each bargaining unit faculty members with clear
42 instructions on how to record ~~report~~ sick leave use.
43

44 The University may require a ~~physician's~~ certificate from a health care provider to support the
45 sick leave claim for any absence in excess of 15 consecutive days or for recurring sick leave
46 use. The University may require a ~~physician's health care provider's~~ certificate before allowing

47 the bargaining unit faculty member to return to work to certify that the return would not be
48 detrimental to the bargaining unit faculty member or to others. Transfer of sick leave for use by
49 another university employee is not permitted. ~~When a bargaining unit faculty member with~~
50 ~~instructional duties takes partial or intermittent sick leave, the reduction in FTE shall first be~~
51 ~~applied to teaching duties, unless the faculty member requests that the reduction occur in service~~
52 ~~assignments.~~

53
54 ~~**Section 4. Donated Sick Leave Pool (DSLPP).** The University and the Union will partner to~~
55 ~~design and implement a Donated Sick Leave Pool (DSLPP) for bargaining unit faculty members~~
56 ~~by September 1, 2025.~~

57
58 **Section 4. Paid Leave Oregon.** The University will comply with all applicable laws and
59 regulations associated with Paid Leave Oregon, including ensuring access of all eligible
60 bargaining unit members to the benefits of Paid Leave Oregon via the equivalent plan.

61
62 Bargaining unit faculty members who utilize the Paid Leave Oregon program but do not receive
63 100% of their regular salary, may, if the employee chooses, use appropriately qualifying paid
64 sick time, vacation leave, or any other paid leave available. Bargaining unit faculty members
65 shall determine the order in which they will use the appropriate leave options for topping off up
66 to 100% of their regular salary.

67
68 To the extent required by the Paid Leave Oregon law, applicable provisions of the CBA, or state
69 laws regulating employee benefits, bargaining unit members accessing the Paid Leave Oregon
70 program who use eligible accrued leave hours to make up the difference between their Paid
71 Leave Oregon benefit amount and their regular salary amount will continue to have their non-
72 Paid Leave Oregon leave (i.e., accrued vacation and sick) gross wages accrue all benefits to
73 which they are eligible.

74
75 When the administration is notified by The Standard (or other equivalent plan provider) that a
76 bargaining unit faculty member's claim has been approved for Paid Leave Oregon and benefits
77 have been calculated, the faculty member will be informed within 10 days of their ability to use
78 eligible accrued leave hours to make up the difference between their Paid Leave Oregon benefit
79 amount and their regular salary amount. ~~Bargaining unit faculty members shall have a maximum~~
80 ~~minimum of 5-10 days to respond to such notice. In the event that a faculty member is unable to~~
81 ~~respond, the default option shall be to utilize eligible accrued leave hours to make up the~~
82 ~~difference between their Paid Leave Oregon benefit amount and their regular salary amount.~~

83
84 ~~In cases of emergency leave, bargaining unit faculty members shall be allowed to retroactively~~
85 ~~apply accrued leave to make up the difference between their Paid Leave Oregon benefit amount~~
86 ~~and their regular salary amount.~~

87
88 **Section 5. Disability Insurance.** Bargaining unit faculty members employed at 0.50 FTE or
89 greater are eligible for salary continuance under the Short-Term and Long-Term Disability
90 Insurance policies made available through the University.

91
92 **Section 6. Sick Leave Advance for Employee's Own Health Condition.** Bargaining unit

93 faculty members who earn paid sick leave are also eligible for salary continuance for up to 90
94 calendar days of absence ~~due to the employee's own injury or illness for qualifying reasons~~
95 ~~under the Oregon Sick Time Law (ORS 653.601 et seq.)~~ through a combination of accrued sick
96 leave (Section 2 & 3), and advanced sick leave ~~under this Section, and leave from the Donated~~
97 ~~Sick Leave Pool~~. Each faculty member employed at 1.0 FTE is entitled to receive a sick-leave-
98 with-pay advance as needed to provide the difference between sick leave earned as of the onset
99 of the ~~illness or injury qualifying event~~ ~~reason~~ and 520 hours; faculty employed at less than 1.0
100 FTE are eligible to receive a sick-leave-with-pay advance proportional to FTE to provide the
101 difference between sick leave earned as of the onset of the ~~illness or injury qualifying event~~
102 ~~reason~~ and a prorate of 520 hours. As sick leave is earned, the amount shall replace any sick
103 leave advanced until all advanced time is replaced with earned time. No more than a 520-hour
104 sick leave advance is available during a seven-year period that begins with the first sick leave
105 advance. More than one sick leave advance is possible as long as the total advance does not
106 exceed 520 hours during a seven-year period.

107
108 Bargaining unit faculty members cannot receive an advance that extends beyond the end date
109 of their current ~~contract or~~ appointment except upon written approval of the Office of the
110 Provost.

111
112 Qualifying events for sick leave advance are limited to the employee's own health condition or
113 Parental Leave as described in Section 9 of this Article.

114
115 **Section 7.** A bargaining unit faculty member is entitled to transfer to the University of Oregon
116 with all unused sick leave earned with any Oregon public university, provided the break in
117 service prior to transfer does not exceed one month ~~year~~. A bargaining unit faculty member who
118 leaves employment with the university, and then is rehired before the end of the fiscal year of
119 the last day of employment, is entitled to reinstate the previous unused, accrued sick leave. A
120 bargaining unit faculty member who terminates employment is not entitled to compensation for
121 unused sick leave including in the calculation of retirement benefits under PERS.

122
123 **Section 8.** Bargaining unit faculty employed at 0.50 FTE or greater to teach summer session
124 or to work on summer wage appointments are eligible to accrue and to use sick leave during
125 the period of such appointment as provided in this Agreement.

126 **Parental Leave**

127
128 ~~**Section 9.** The University will provide bargaining unit faculty members with parental leave~~
129 ~~consistent with the provisions of unpaid leave upon the birth or adoption of a child as provided~~
130 ~~by the Family Medical Leave Act (FMLA), and the Oregon Family Leave Act (OFLA), and~~
131 ~~paid leave as provided by Paid Leave Oregon.~~

132
133
134 **Section 9. Paid Parental Leave Options:** Bargaining unit faculty members may elect one of
135 the following options for parental leave upon the birth or adoption of a child:

- 136
137 a. **Option 1: Paid Leave Oregon:** Bargaining unit faculty members may take parental
138 leave under Paid Leave Oregon concurrent with the Family Medical Leave Act (FMLA)

139 upon birth, adoption, or foster placement for up to 12 to 14 weeks subject to the
140 allowances of Section 4.

- 141
142 b. **Option 2: Other Parental Leave:** ~~For leaves not taken under Paid Leave Oregon, b~~
143 Bargaining unit faculty members in the Tenure Related and Career Related
144 classifications ~~that are not eligible for Option 1~~ may take leave under FMLA ~~or OFLA~~
145 with pay, in the following manner:

- 146
147 i. **The first 6 weeks.** As part of the first six weeks of leave, the bargaining unit
148 faculty member must use any available Short-Term Disability Insurance benefits,
149 all accrued vacation leave and all but 80 hours of accrued sick leave. If the
150 bargaining unit faculty member does not have sufficient accrued disability
151 insurance benefits and accrued paid leave to cover six weeks with full pay, the
152 University will provide the faculty member with the necessary amount of paid
153 parental leave to allow the faculty member to receive a total of six weeks paid
154 parental leave.
- 155
156 ii. **The second 6 weeks.** Bargaining unit faculty members may use accrued sick
157 leave for their remaining six weeks of parental leave (for a total of 12 work
158 weeks of leave). In the event that the faculty member does not have sufficient
159 accrued sick leave, employees may borrow advanced sick leave for the
160 remainder of the second six work weeks pursuant to Section 5 6 above. Based on
161 the timing of the birth or adoption, this paid leave may extend into a second
162 term.

163
164 If both parents are employees of the University, both parents are entitled to parental
165 leave as described in ~~(a-i.)~~ and ~~(b-ii.)~~ above.

166
167 **Section 10. Additional Parental Leave Allowances:** Bargaining unit faculty members in the
168 Tenure Related and Career Related classification who are eligible for leave consistent with
169 Section 9 above may also elect the following:

- 170
171 a. ~~e-~~**The third 6 weeks for those mothers who give birth.** Bargaining unit faculty
172 members ~~in the Tenure Related and Career Related classifications~~ who give birth and
173 qualify pursuant to Section 9 ~~the OFLA~~ may take up to an additional 6 weeks of parental
174 leave. The faculty member may use ~~any remaining paid leave under Paid Leave Oregon~~
175 ~~or~~ accrued sick leave during this time. Based on the timing of the birth, this paid leave
176 may extend into a second term.
- 177
178 b. ~~Section 10. Modified Duties Term.~~ A bargaining unit faculty member in a Tenure
179 Related or Career Related classification who is eligible for leave under Section 9 ~~the~~
180 ~~FMLA or OFLA~~ also has the option, within six months after the birth or adoption of a
181 child, to take up to one term of modified duties at full pay status. Modified duties status
182 provides full or partial release from classroom and classroom-related teaching
183 responsibilities at full pay following birth or adoption, without using accrued or
184 advanced sick leave. Any release from or reduction of teaching responsibilities ~~will~~

185 follow Section 20 and ~~do~~ does not mean that the faculty member will be required to
186 carry more than a normal load before or after the leave.

187
188 **Section 11.** The review clock stoppage for bargaining unit faculty members in the Tenure
189 Related classifications shall follow Article 20, Section 7.

190
191 **Vacation Leave**

192
193 **Section 12.** Vacation means absence from work permitting rest and recreation for a specified
194 period of time during which regular compensation continues. Bargaining unit faculty
195 members gain vacation privileges when employed at 0.50 FTE or more on a 12- month
196 appointment.

197
198 **Section 13.** Eligible bargaining unit faculty members accrue vacation on a monthly basis,
199 beginning the first of the month following date of hire or on the first of the month if an
200 employee is hired the first working day of the month. Vacation accrues on the last day of the
201 month and is available for use the first day of the next month, subject to the restrictions in
202 Section 14 of this Article. Faculty members who have a 9-month appointment and are
203 subsequently appointed to a 12-month contract shall receive credit for the previous 9-month
204 appointment on a pro-rata basis.

205
206 Eligible bargaining unit faculty members with a 12-month, 1.0 FTE appointment accrue
207 15 hours of vacation leave per month; eligible bargaining unit faculty members on a 0.50 FTE or
208 more 12-month contract accrue vacation in proportion to their FTE.

209
210 **Section 14.** No employee may accrue in excess of 260 hours, and any accrued vacation leave
211 in excess of this cap will be forfeited.

212
213 **Section 15.** If an eligible bargaining unit faculty member transfers to the University of Oregon
214 from another unclassified position at an Oregon public university and remains eligible for
215 vacation accrual, they shall transfer all accrued vacation leave to the new position at the
216 university, unless the break in service exceeds 30 ~~180~~ days.

217
218 **Section 16.** The accrual of vacation leave is reduced on a pro-rata basis for a period of leave
219 without pay, sabbatical leave, and educational leave. Vacation leave is accrued during other
220 periods of paid leave.

221
222 **Section 17.** Bargaining unit faculty members are not entitled to payment for unused vacation
223 except upon non-renewal, retirement, termination of employment, or upon transfer within the
224 university to another position if the faculty member is not eligible for vacation benefits in the
225 new position. The maximum number of hours that can be paid upon retirement, termination, or
226 transfer is ~~180~~ 260 hours.

227
228 **Section 18.** Vacations are scheduled with the approval of the bargaining unit faculty member's
229 supervisor and should be planned cooperatively. Supervisors must be reasonable in allowing the
230 use of vacation leave and may not unreasonably deny vacation requests where the result would

231 be forfeiture of accrued vacation. For purposes of calculation, one normal work day is the
232 equivalent of eight hours of vacation leave for a full-time employee.

233
234 **Section 19.** Bargaining unit faculty members must accurately record all vacation hours used.
235 The transfer of vacation time for use by any another employee of the university is not
236 permitted.

237
238 **Section 20.** In the case that an instructional bargaining unit faculty member remains on leave
239 for an entire term or more, the following table shall be used to calculate the number of classes
240 taught upon return to work:

241

Base Course Load	Remaining Course Load	
	One-Term Leave	Two-Term Leave
12	8	4
11	7	3
10	6	3
9	6	3
8	5	2
7	4	2
6	4	2
5	3	1
4	2	1
3	2	1
2	1	0
1	0	0

242

243

244 **Holidays and Paid Leave During Breaks**

245

246 **Section 21.** Bargaining unit faculty members earn the following paid holidays and cannot be
247 required to work on these holidays, except as necessary to maintain or operate critical facilities
248 or operations. If a bargaining unit faculty member is required to work on a holiday for that
249 reason, they may take an equivalent amount of time off with pay at a later date, as approved by
250 the bargaining unit faculty member's supervisor:

251

- 252 ● New Year's Day
- 253 ● Martin Luther King, Jr.'s Birthday
- 254 ● Memorial Day
- 255 ● Juneteenth
- 256 ● Independence Day
- 257 ● Labor Day
- 258 ● Veterans Day
- 259 ● Thanksgiving
- 260 ● Day after Thanksgiving

- Christmas Day

Section 22. Bargaining unit faculty ~~member~~ members in instructional categories who do not earn vacation will be considered to be on paid leave during the week between Christmas and New Year’s Day, and during the week of Spring Break. If, for any reason, they are required to work on campus during one of these paid leaves, that work will be compensated as overload.

~~Section 23. Employees shall be eligible for 10 days paid bereavement leave per occurrence. Paid bereavement leave shall run concurrently with the Oregon Family Leave Act (OFLA) when applicable. The University shall notify the employee when OFLA is running concurrently with bereavement leave. If additional bereavement time is needed, an employee shall be allowed to use accrued leave or leave without pay, at the option of the employee. Information regarding bereavement will be easily accessible on the HR website.~~

Leave Without Pay

Section 23. A bargaining unit faculty member may petition the Office of the Provost to be granted leave without pay. The granting of leave without pay is ~~in~~ at the discretion of the Office of the Provost ~~and shall not be unreasonably denied~~. If granted, leave without pay may not exceed two consecutive academic or fiscal years, depending on the appointment. ~~Those granted leave without pay for an academic or fiscal year must indicate their intent to return to the University by email in writing by March 15 of the approved leave year. Those who fail to indicate an intent to return by this date in response to a University inquiry sent to their UO email address, and those who or who indicate they do not intend to return, are considered to have voluntarily resigned from employment at the University. Nothing in this Section shall prohibit the University from reinstating a bargaining unit faculty member to their position. There is no shall be no mandatory return to service obligation when a bargaining unit faculty member takes an external fellowship or is on leave without pay. Faculty members on external fellowship leave will not be considered on leave without pay for purposes of payroll, OPE, or the calculation of sabbatical eligibility. Faculty members on external fellowships will continue to be treated as regular faculty for purposes of payroll (when applicable), benefits, and the calculation of sabbatical eligibility.~~

Compliance with Laws

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

Inclement Weather Policy

Section 25. To bring clarity to the implementation of the University’s inclement weather policy at the department or unit level, all faculty members who are required to report during inclement weather shall be notified of such requirement, at a minimum, at the beginning of each academic year.