

ARTICLE 29. PAID AND UNPAID ABSENCES

This article addresses short and long term absences due to personal illness, injury, medical appointment or procedure, or other disabling medical condition; the illness, injury, medical appointment or procedure, or other disabling condition of a child, spouse/partner, or parent; bereavement; or illness or injury as a result of exposure to inappropriate behavior as detailed in [ARTICLE 25](#), Section 5. This article also applies to the birth or adoption of a new child, and to both parents if both parents are GEs.

Section 1. Notification

Except as provided for in Sections 6, 7, 8 and 9, it is the GE's responsibility to complete the duties assigned to them in a given term. If it is impossible to report for work to complete assigned duties or meet a class as scheduled, the GE should notify their supervisor or other designated department faculty/staff member (e.g., department head) as early as possible and before the first assigned duty on the day to be missed.

Section 2. Missed Class

Responsibility for helping find a substitute for missed classes is as follows:

- b) In the case that the GE will miss a class for their own purposes (other than those described in b), they must follow the absence notification procedures outlined in their department's GDRS. The department may ask that the GE to attempt to find a substitute. The designated department faculty/staff member will also try to find a substitute.
- b) In cases where the absence is taken pursuant to Section 8, including when such leave is used due to illness or injury as a result of exposure to inappropriate behavior as detailed in [ARTICLE 25](#), Section 5, the department will ultimately be responsible for finding a substitute, however, they may ask the GE for assistance in finding a substitute.

If no substitute is found, the department may elect to cancel the class. Whenever possible, the GE or their designee will provide the department faculty/staff member with information about the class to be covered (e.g., where they left off in the previous class).

Section 3. Missed Duties

If a GE's workload allocation is adjusted due to the use of paid sick leave, a GE may call for a review by the department/unit head or designee.

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Except as provided for in Sections 6 and 7, for duties missed not related to a class meeting, the designated department faculty/staff member or supervisor will work with the GE to determine when and how the work will be made up.

Section 4. Departmental Policy

Departments/employing units are required to have a GE absence procedure documented in the GDRS. It may also be cited in the GE/graduate student handbook, or on its website. The designated department faculty/staff member will be clearly identified in the documented procedure.

Section 5. Coverage for Absent GEs

When coverage is necessary, the employing unit ~~will notify~~ may contact the Division of Graduate Studies ~~and the Division of Graduate Studies will advise the employing unit regarding to request a consultation about~~ coverage options for an absent GE. ~~Except in addressing coverage needs resulting from absences pursuant to Section 7, no~~ No adjustments will be made that would cause a GE's appointment to exceed .49 FTE per term.

Any GE who is assigned to cover the responsibilities of an absent GE with more than 24 ~~hours~~ notice shall have their FTE adjusted in proportion to the amount of time used for the substitution or have their duties adjusted to account for the substitution.

Any GE who substitutes for 1) another GE who is on sick leave and 2) with notice of less than 24 hours will either receive:

- 2) hourly compensation at the overtime rate of 1.5 times the substitute's current GE pay rate
- 2) or will account for the hours within their regular work assignment if work as a substitute is specified in the workload allocation form, a relevant and specific job description in the department GDRS, or documented list of individual work duties for that GE.

In no instance shall a GE be required to pay for a substitute.

Section 6. Division of Graduate Studies Consultation

If a GE misses or is going to miss more than five days in a term, the GE or their designee must contact the Division of Graduate Studies. The Division of Graduate Studies will coordinate with the GE and employing unit on any adjustment due to the GE's absence. Prior to adjusting a GE's FTE, the following factors will be considered:

1. the duration of the absence;
2. the timing of the absence;
3. the GE's assignment;

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4. the ability of the GE to perform assigned duties;
5. whether or not it is feasible to adjust the assignment of duties within the current term;
6. in the case of an absence pursuant to Section 7, whether or not it is feasible to adjust the assignment of duties over the course of the GE's full appointment period;
7. the absence's impact on academic progress; and
8. the amount of paid sick ~~days~~leave the GE has accrued.

Where feasible and taking into consideration the aforementioned factors, adjustments to FTE will be applied equitably across all employing units. If there is no adjustment of FTE under this section, the Division of Graduate Studies will assist the employing unit and the GE in determining duty and workload allocation and/or use of accrued paid sick ~~days~~leave.

Section 7. Paid Leave Oregon ~~Paid Family and Medical Leave~~

The University will comply with all applicable laws and regulations required by Paid Leave Oregon (PLO), including ensuring access of all eligible bargaining unit members to the benefits of an Equivalent Plan, ~~Oregon Paid Family and Medical Leave (ORPFML)~~.

- a) Bargaining unit members who utilize ~~ORPFML~~PLO, but do not receive 100% of their regular salary, may, if the employee chooses, use appropriately qualifying paid sick time or any other paid leave available to the bargaining unit member to make up the difference.
- b) To ensure continuity of pay for employees utilizing the program, the University shall offer no-interest, no-fee loans to employees who anticipate that their ~~ORPFML~~PLO disbursement will not be delivered by the last day of that month or will otherwise result in a disruption of their normal pay schedule. Loan offers shall be no less than the total amount of income that the employee will or may reasonably expect to miss as a result of a gap in pay. Bargaining unit members should contact the Division of Graduate Studies to request the loan. Disbursement of funds shall be made no later than seven days after the anticipated start of leave under the program.
- c) To the extent required by the Paid Leave Oregon law, applicable provisions of this CBA, and state laws regulating employee benefits, bargaining unit members accessing ~~ORPFML~~PLO who use eligible accrued leave hours to make up the difference between their Paid Leave Oregon benefit amount and their regular salary amount will continue to have their non-~~ORPFML~~PLO (i.e., use of accrued sick or other paid leave) gross wages accrue all benefits to which they are eligible.
- e)d) If a GE takes PLO for five (5) weeks or longer in a single academic term, such leave may be taken in conjunction with an academic leave of absence. If the PLO is for

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less than five (5) weeks of the academic term, the GE may not take academic leave and must remain enrolled for at least 9 credits for that term.

Section 8. Family and Medical Leave

~~When a GE will be absent for a period of greater than five (5) consecutive working days (one week), they may be entitled to GE Family and Medical Leave (GEFML) as described in this section. GEs are not required to take ORPFML; however, if they take ORPFML, it will run concurrently with the GEFML. At the request of a GE, unpaid parental leave (subsection b(1) and b(2) below) under this Section can be utilized before paid sick days.~~

~~f) **Eligibility.** Any GE who has been an employee of the University, as a GE, for at least one term in the twelve months preceding the term in which the leave is requested is eligible for leave according to the terms set forth in this section.~~

~~f) **Provision.** The GE shall be entitled to a total of sixteen (16) work weeks of unpaid leave during any twelve-month period for one or more of the following reasons: (1) the birth of a child and in order to care for such child; (2) placement of child with GE for adoption or foster care; (3) the care of a spouse (or equivalent in accordance with Oregon state law), partner, child, or parent of the GE if a serious health condition exists; (4) a serious health condition of the GE which makes the GE unable to perform their duties.~~

~~After exhausting sick leave (or before exhausting sick leave in the case of unpaid parental leave under this Section), a GE who takes leave for one of these reasons has the right to shift duties and workload in a manner that allows the GE to take at least two weeks off (including sick leave) over the course of the GE's full appointment period. If a GE exercises this right, duty and workload allocation will be determined under Section 6 of this Article. The foregoing two sentences do not affect a GE's right under Section 6 to request additional adjustments to their duties and/or workload.~~

~~f) **Notice Requirement.** The GE shall provide their employer with written notice not less than thirty (30) days prior to the date of requested leave, if practicable. In the case of an emergency or unforeseen circumstance, the GE must give a verbal notice to their employer within twenty-four (24) hours of taking leave. In the case of a serious health condition, the University may request medical verification from a healthcare provider and the GE must provide such verification within fifteen (15) days of the request.~~

~~f) **Benefits Retention.** GEs appointed at .27 FTE or less shall retain their tuition waiver and the University shall continue to pay health care premiums during the duration of~~

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~~the GE's leave if the GE remains enrolled and has or will have performed works representing a minimum of .14 FTE during the term in which family and medical leave is taken. Salary will be adjusted to reflect changes in FTE.~~

~~All other GEs will retain their tuition waiver and health care benefits if they have or will perform work representing a minimum of .16 FTE during the term in which family and medical leave is taken. Salary will be adjusted to reflect changes in FTE.~~

~~f) **Job Protection.** After returning to work after taking leave under these provisions, a GE is entitled to be restored to the position of employment held by the GE when the leave commenced, or an alternative position if the position held no longer exists. This provision will not be applicable in the case where the GE returns in a term under which they did not have an appointment or an expectation of such appointment with the University.~~

~~f) **Academic Leave of Absence.** If a GE takes GEFML of five (5) weeks or longer in a single term, such leave may be taken in conjunction with an academic leave of absence. If a GE takes an academic leave of absence after the normal filing date for declaring on leave status, the GE shall contact the Division of Graduate Studies for assistance in obtaining a complete withdrawal for the term. Except as outlined in part (d) of this section, a GE on GEFML who takes an academic leave of absence will lose their tuition waiver and insurance subsidy, however, the GE can maintain health benefits by paying COBRA premiums.~~

Section 89. Paid Sick Leave Days

The parties agree that this section implements SB 454 effective January 1, 2016 and provides a benefit equal to or better than that required by the law.

- a) **Eligibility.** GEs shall be eligible to use sick leave immediately upon accrual during any term in which a GE has an appointment.
- b) ~~**Work week.** Unless specified otherwise, a GE's work week is assumed to be made up of five consecutive days (Monday through Friday) with equal hours per day reflective of their assigned FTE.~~
- c) **Accrual.** GEs accrue the prorated equivalent of eight (8) hours per month of paid sick leave during which the GE is paid. ~~three (3) work days of paid sick leave for every term of paid GE work.~~ Actual time worked and any time on approved paid leave shall determine the pro rata accrual of sick leave credits each month. All accumulated paid sick days leave can be utilized during any term of employment.

<u>Appointment FTE</u>	<u>Monthly Hours Accrued</u>
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<u>0.49</u>	<u>3.92</u>
<u>0.40</u>	<u>3.20</u>
<u>0.30</u>	<u>2.40</u>

- d) **Bank, Compensation,** GEs can accrue a maximum of ~~ten 40 hours (10) work days~~ of sick leave. There is no compensation for unused sick leave at any time during or after employment and hours do not transfer to non-GE positions or other institutions. When a GE uses sick leave they will be compensated at their current rate of pay. GEs cannot donate sick leave to other employees, and leave cannot be donated to GEs.
- e) **Restoration.** GEs who were previously employed by the University as a GE in good academic standing and/or on an approved leave from the graduate school within the past 730 days and return to a GE position shall have previously accrued and unused sick leave credits restored.
- f) **Exhaustion.** A GE who exhausts their sick leave may request unpaid leave for absences.
- g) **Use.** GEs who have ~~earned-accrued paid~~ sick leave ~~credits~~ must use and must record the use of sick leave for any period of absence during the member's regular work hours if the absence is due to the employee's illness, injury, pregnancy-related illness or other conditions, medical or dental care, exposure to contagious disease, or attendance upon members of the employee's immediate family (employee's parent(s), spouse or domestic partner, spouse or domestic partner's parent(s), children, brother, sister, grandmother, grandfather, son-in-law, daughter-in-law, or another member of the immediate household) where the employee's presence is required because of illness; or for any period of absence that is due to a death in the immediate family of the GE or in the immediate family of the GE's spouse or domestic partner.

Sick leave may be taken in the event that a lawful public health authority declares an emergency relating to the GE's employment, their self-care, or the care of a family member.

Sick leave may be taken in the event that the GE is ill or injured as a result of exposure to inappropriate behavior described in [ARTICLE 25](#), Section 5; seeks legal services, law enforcement services, or medical treatment relating to domestic violence, harassment, sexual assault, or stalking for themselves or a minor child. In these cases, victim services and home relocations may also be covered by sick leave.

A GE shall record sick leave use within a reasonable time of sick leave usage. There shall be no discipline for inadvertent failures to record hours, though the employer may request the record be updated.

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For the purpose of eligibility and utilization of sick ~~days~~leave available,

1. a scheduled work day shall be defined as a day containing scheduled work commitments including, but not limited to, lectures, recitations, labs, office hours, and staff meetings;
2. for purposes of grading, a GE will use paid sick leave if a grading deadline is, or will be, missed; and
3. ~~a paid sick~~ leave may only be used on ~~day is~~ a scheduled work day in which accrued paid time was utilized, and work hours were not completed at an alternate time.

Regardless of actual time missed by a GE on a work day, sick leave will be taken in full-~~day~~hour increments, except for the purposes of Section 7.a. (Paid Leave Oregon top-off). A supervisor may request medical verification from a healthcare provider if an employee takes more than three consecutively scheduled workdays of sick time.

- h) **Requests and Scheduled Leave.** The University must provide a GE with their accrued paid sick leave upon request when used pursuant to this section. In the event that the leave is not foreseeable, the GE must follow the absence procedures set forth by the department in the GDRS and provide an estimated amount of time that leave is expected. In the event a GE is unable to fulfill employment duties, services or obligations for reasons covered under this article, the GE will notify their supervisor (or department or unit designee) as promptly as possible so that arrangements for the absence can be made by the University. In addition, an affected GE will make reasonable efforts to assist in arrangements for another to meet their employment obligations. In no case will the GE be required to pay for such coverage. It is the responsibility of the University to find a temporary replacement.
- i) **Abuse and Discipline.** Sick leave taken for reasons outside of the scope of this article may result in discipline up to and including termination. The University may only initiate a disciplinary process when the University has an articulable basis for doing so with observable evidence.

~~d) **Sick Leave and Family and Medical Leave.** GEs who qualify for Family and Medical Leave pursuant to Section 7 shall use all accrued sick days prior to entering unpaid status, except in the cases of unpaid parental leave under Section 8 or ORPFML. Use of paid sick days counts towards the 12 weeks of unpaid Family and Medical Leave (Section 8).~~

Section 10. Holidays

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GEs cannot be required to work on holidays observed by the University, except as necessary to maintain or operate critical facilities or operations. GEs who observe religious or cultural holidays shall not be unreasonably denied time off in observation of such holidays.