

1 UNITED ACADEMICS PROPOSAL

2  
3 LEAVES

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5 **Preamble.** It is the intention of the Employer to continue providing all leaves of  
6 absence as already provided to eligible bargaining unit members such as, but not limited  
7 to, Sabbaticals, Family Medical Leave, Sick Leave, Vacation Leave, Holidays,  
8 Interruptions of University Operations, Jury Duty, and leaves for other civic duties. The  
9 Employer will comply with applicable university policy; Leave Administration Policies,  
10 Procedures, and Guidelines; and state and federal laws regarding leaves.

11  
12 **Section 1. Paid Sick Leave.** Bargaining unit members will accrue sick leave, proportional  
13 to the employee’s appointment percentage, at the full-time rate of eight hours per month or  
14 two hours for each week of employment less than one month.

15  
16 There is no limit to the amount of sick leave that may be accrued by a bargaining unit  
17 member.

18  
19 Sick leave continues to accrue during sick leave with pay and other paid leaves. Sick leave is not  
20 earned or used during sabbatical leave or leave without pay.

21  
22 Bargaining unit members are eligible to receive a sick-leave-with-pay advance. Bargaining  
23 unit members on tenured or tenure-track appointments are eligible to receive an advances to  
24 provide the difference between sick leave earned at the onset of an illness or injury and the  
25 full-time amount of 520 hours, proportional to the employee’s appointment percentage.  
26 Bargaining unit members on fixed-term appointments may receive an advance that can be  
27 repaid before the end date of their current appointment. These bargaining unit members are  
28 also eligible to receive an advance beyond the end date of their current appointment, upon  
29 written approval from the Provost or their designee. As sick leave is earned, the amount  
30 shall replace any sick leave advanced until all advanced time is replaced with earned time.

31  
32 All other conditions of sick leave accrual and eligibility are set forth in university policy.

33  
34 **Section 2. Paid Vacation.** Bargaining unit members on 12- month appointments at and  
35 above 0.50 FTE accrue vacation, proportional to the employee’s appointment percentage, at  
36 the rate of fifteen hours per month.

37  
38 Vacation accrual is available for use following six full calendar months of service. No  
39 bargaining unit member may accrue in excess of 260 hours of vacation, and any accrued  
40 vacation in excess of this cap shall be forfeited.

41  
42 Bargaining unit members’ vacation leaves are scheduled with the approval of the bargaining  
43 unit member's supervisor and shall be scheduled cooperatively, in such a manner as to  
44 minimize disruption to the university. Supervisors must be reasonable in allowing the use of  
45 vacation leave and may not unreasonably deny vacation requests where the result would be  
46 the forfeiture of accrued vacation.

1  
2 Vacation may not be transferred between bargaining unit members.  
3

4 Unused vacation will be paid out to the bargaining unit member upon termination of  
5 employment, up to a maximum of 180 hours. **If leave accrual does not transfer with a**  
6 **bargaining unit member moving into a new position within the university, any unused**  
7 **vacation will be paid out to the bargaining unit member, up to a maximum of 180 hours.**  
8

9 **Section 3. Paid Holiday Leave.** Bargaining unit members are entitled to time off for  
10 University-announced paid holidays. If a bargaining unit member is required to work on a  
11 holiday, they may take an equivalent amount of time off with pay at a later date, as approved  
12 by their immediate supervisor.  
13

14 In most cases, a bargaining unit member will not be required to perform in-person work  
15 during the week between Christmas and New Year's Day, unless in-person work is essential  
16 to maintain or sustain critical operations and is consistent with the duties described in the  
17 position description.  
18

19 **Section 4 5. Interruption of University Operations.** Bargaining unit members are on a  
20 professional work week and are not required to use accrued vacation leave in the event that  
21 the university, or their particular work site, is closed for any reason, including inclement  
22 weather.  
23

24 A bargaining unit member may not be asked to use accrued leave for missed work when the  
25 Employer has determined their work site is inoperable or demonstrably unsafe. Once the  
26 Employer has identified an alternative work space or remedied the existing work space, the  
27 bargaining unit member shall return to work, as directed.  
28

29 **Section 5 6. Jury Duty.** When jury duty interferes with the work assignment of a faculty  
30 bargaining unit member, the bargaining unit faculty member shall be entitled to leave with  
31 pay for the time away from work required by jury duty and may keep any monies paid by the  
32 court for the service. Upon receipt of a summons to jury duty, a faculty bargaining unit  
33 member will inform their immediate supervisor of the date(s) for which they have faculty  
34 member has been summoned to jury duty and will provide the supervisor a copy of the  
35 summons, if requested.  
36

37 **Section 6 7. Leaves for Other Civic Duties.** Bargaining unit members who have other  
38 short-term civic obligations will be released from work with pay to perform these  
39 obligations. Such obligations include, but are not limited to, occasions when bargaining unit  
40 members are a required participant in immigration proceedings; when international  
41 bargaining unit members are voting at a consular agency on their respective election day;  
42 and when bargaining unit members are subpoenaed to appear as a witness in legal  
43 proceedings. A bargaining unit member will not be released from work with pay for  
44 appearing as an expert witness if they are being compensated for that appearance.  
45 Bargaining unit members are responsible for demonstrating the obligatory nature of the  
46 need and providing appropriate documentation to verify the need to their immediate

1 supervisor, if requested.

2  
3 Bargaining unit members who are members of the United States Armed Forces Reserve,  
4 including the National Guard, shall be granted leave in accordance with state and federal  
5 laws.

6  
7 Bargaining unit members should submit a request for a leave of absence to the appropriate  
8 supervisor prior to the leave period.

9  
10 **Section 7 8. Professional and Personal Leaves.** Leaves of absence without pay may be  
11 taken for purposes of professional development, personal convenience, completion of a  
12 terminal degree, or other personally or professionally beneficial purposes.

13  
14 The granting of unpaid leave is subject to the needs of the bargaining unit member's  
15 academic unit and requires the approval of both their immediate supervisor and their Dean.

16  
17 A Fellowship Leave is an unpaid leave for bargaining unit members who have received  
18 certain fellowships that support research and writing, advanced study, or travel-related  
19 scholarly or professional activities. ~~The faculty member will receive continuation of  
20 healthcare coverage and other benefits not covered by the fellowship.~~

21  
22 **Section 8 9. Sabbatical Leave.** ~~Section 1.~~ All eligible, tenured bargaining unit members, at  
23 0.50 FTE or greater, accrue sabbatical leave for research, writing, advanced study, travel for  
24 observation and study of conditions relevant to the applicant's scholarly field or in other  
25 countries affecting the applicant's field, or related scholarly or professional activities. **The**  
26 **Employer and B** bargaining unit members shall adhere to the process, as outlined in the  
27 university Sabbatical Leaves policy, ~~when applying for and fulfilling the terms established~~  
28 ~~for a sabbatical leave.~~ The bargaining unit member's salary while on sabbatical leave remains  
29 subject to all university salary program changes, including raise programs.

## 30 **FAMILY AND MEDICAL LEAVE**

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33 **Section 9 4. Family and Medical Leave.** Family and medical leave may be taken for family,  
34 medical, and safe leave as described **below** ~~by law.~~

- 35  
36 a. Family leave:
- 37 i. to care for and bond with a child during the first year after the child's birth or
  - 38 during the first year after the placement of the child through foster care or
  - 39 adoption;
  - 40 ii. to care for a family member with a serious health condition (as defined in Oregon
  - 41 law); or
  - 42 iii. in cases of stillbirth.
- 43 b. Medical leave necessitated by a bargaining unit member's own serious health condition
- 44 (as defined in Oregon law), including pregnancy disability;
- 45 c. Safe leave (as defined in Oregon law) to address medical, legal, mental health, or other
- 46 needs resulting from domestic violence, harassment, sexual assault, or stalking.

1  
2 **Section 10. Definition of Family Member.** Family member shall be defined as:

- 3 a. the spouse or domestic partner of a bargaining unit member;
- 4 b. the child of a bargaining unit member or the child's spouse or domestic partner;
- 5 c. the parent of a bargaining unit member or the parent's spouse or domestic partner;
- 6 d. the sibling or stepsibling of a bargaining unit member or the sibling's or stepsibling's
- 7 spouse or domestic partner;
- 8 e. the grandparent of a bargaining unit member or the grandparent's spouse or domestic
- 9 partner;
- 10 f. the grandchild of a bargaining unit member or the grandchild's spouse or domestic
- 11 partner; and
- 12 g. any individual related by blood or affinity whose close association with a bargaining unit
- 13 member is the equivalent of a family relationship.

14  
15 **Section 11. Duration of Leave.** Effective September 16, 2021, during a twelve-month period, a  
16 bargaining unit member may take up to six weeks of paid family and medical leave for any  
17 combination of purposes described in Section 1 of this Article.

18  
19 Bargaining unit members may take additional unpaid family and medical leave as provided  
20 under state and federal law. Family and medical leave taken under this Article runs concurrently  
21 with available leave under FMLA and OFLA. If two or more family members are bargaining unit  
22 members experiencing qualifying events described in Section 1, each is entitled to paid family  
23 and medical leave and may take the leave concurrently or at separate times. Bargaining unit  
24 members using family and medical leave will not be required to use any of their accrued leave,  
25 nor borrow against their future leave, in order to maintain salary and benefits. Bargaining unit  
26 members have the right to use their accrued leave and sick-leave-with-pay advances to extend  
27 family and medical leave up to 520 hours.

28  
29 **Section 12. Restoration of Position and Protection Against Retaliation.** After the leave is  
30 finished, the bargaining unit member shall be allowed to return to their position. If that position  
31 no longer exists, they are entitled to be returned to an available, equivalent position in terms of  
32 salary, benefits, and other terms and conditions of employment.

33  
34 A bargaining unit member may not be retaliated against for using or inquiring about using family  
35 and medical leave.

36  
37 **Section 13.** The Parties agree to re-open only ~~this~~ Sections 9-12 for the purposes of discussing  
38 implementation of the Family and Medical Leave benefits **afforded under HB 2005(2019)** with  
39 negotiations beginning in Fall Term 2021.