

1 **UNITED ACADEMICS PROPOSAL**

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3 **FAMILY AND MEDICAL LEAVE**

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6 **Section 1. Purposes of Leave.** Family and medical leave may be taken for family,  
7 medical, and safe leave as described below.

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9 a. Family leave:
- 10 i. to care for and bond with a child during the first year after the child’s birth
  - 11 or during the first year after the placement of the child through foster care
  - 12 or adoption;
  - 13 ii. to care for a family member with a serious health condition (as defined in
  - 14 Oregon law); or
  - 15 iii. in cases of stillbirth.
- 16 b. Medical leave necessitated by a bargaining unit member’s own serious health
- 17 condition (as defined in Oregon law), including pregnancy disability;
- 18 c. Safe leave (as defined in Oregon law) to address medical, legal, mental health, or
- 19 other needs resulting from domestic violence, harassment, sexual assault, or
- 20 stalking.
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22 **Section 2. Definition of Family Member.** Family member shall be defined as:

- 23 a. the spouse or domestic partner of a bargaining unit member;
  - 24 b. the child of a bargaining unit member or the child’s spouse or domestic partner;
  - 25 c. the parent of a bargaining unit member or the parent’s spouse or domestic partner;
  - 26 d. the sibling or stepsibling of a bargaining unit member or the sibling’s or
  - 27 stepsibling’s spouse or domestic partner;
  - 28 e. the grandparent of a bargaining unit member or the grandparent’s spouse or
  - 29 domestic partner;
  - 30 f. the grandchild of a bargaining unit member or the grandchild’s spouse or
  - 31 domestic partner; and
  - 32 g. any individual related by blood or affinity whose close association with a
  - 33 bargaining unit member is the equivalent of a family relationship.
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35 **Section 3. Duration of Leave.**

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37 Effective September 16, 2020:

38 During a twelve-month period, a bargaining unit member may take up to six weeks of

39 paid family and medical leave for any combination of purposes described in Section 1 of

40 this Article. A bargaining unit member may take up to two additional weeks of paid

41 family and medical leave taken for limitations related to pregnancy, childbirth, or a

42 related medical condition, including but not limited to lactation.

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44 Bargaining unit members may take additional unpaid family and medical leave as

45 provided under state and federal law.

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1 Effective January 1, 2022:

2 During a twelve-month period, a bargaining unit member may take up to nine weeks of  
3 paid family and medical leave for any combination of purposes described in Section 1 of  
4 this Article. A bargaining unit member may take up to two additional weeks of paid  
5 family and medical leave taken for limitations related to pregnancy, childbirth, or a  
6 related medical condition, including but not limited to lactation.

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8 Bargaining unit members may take additional unpaid family and medical leave as  
9 provided under state and federal law.

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11 **Section 4. Coordinated Use of Leave.** Family and medical leave taken under this Article  
12 runs concurrently with available leave under FMLA and OFLA. If the amount of  
13 available leave under FMLA and/or OFLA is less than the amount of paid parental leave  
14 to be taken, paid parental leave will still be granted as specified in this Article.

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16 If two or more family members are bargaining unit members experiencing qualifying  
17 events described in Section 1, each is entitled to paid family and medical leave and may  
18 take the leave concurrently or at separate times.

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20 **Section 5. Incremental Use of Leave.** Leave may be taken in increments less than forty  
21 hours, provided that the leave timing is predictable on a weekly basis, and the need for  
22 leave can be verified by the bargaining unit member. The Employer may request that the  
23 bargaining unit member provide verification of the need for leave

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25 **Section 6. Notice of Leave.** Bargaining unit members will generally be expected to  
26 provide thirty days notice before commencing leave, except in cases where the leave is  
27 unforeseeable. In such a case, the bargaining unit member will provide notice as soon as  
28 practicable, but in no event later than three days after the date the leave has commenced.

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30 **Section 7. Continuation of Salary and Benefits.** The bargaining member shall be  
31 entitled to the continuation of their full salary and all employment related benefits while  
32 they are on family and medical leave.

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34 **Section 8. Use of Other Accrued Leave.** Bargaining unit members using family and  
35 medical leave will not be required to use any of their accrued leave, nor borrow against  
36 their future leave, in order to maintain salary and benefits. Bargaining unit members will  
37 have the right to use their accrued, borrowed, or transferred leave in addition to family  
38 and medical leave according to the provisions in Article XX.

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40 **Section 9. Restoration of Position.** After the leave is finished, the bargaining unit  
41 member shall be allowed to return to their position. If that position no longer exists, they  
42 are entitled to be returned to an available, equivalent position in terms of salary, benefits,  
43 and other terms and conditions of employment.

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45 A bargaining unit member may not be retaliated against for using or inquiring about or  
46 using family and medical leave.

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**Section 10. Implementation of HB 2005.** The Parties acknowledge that implementation of HB 2005 (2019) will require negotiation over provisions of this Article, including the duration of leave, continuation of salary, and other terms and conditions. In preparation for these negotiations, the Parties agree to commence discussions related to implementation of HB 2005 no later than January 1, 2022.

**Section 4 11. FMLA and OFLA.** The ~~University~~ **Employer** will abide by state and federal laws concerning family and medical leave.