

5 **LEAVES**
6

7 **Preamble.** It is the intention of the Employer to continue providing all leaves of absence as
8 already provided to eligible bargaining unit members such as, but not limited to, Sabbaticals,
9 Family Medical Leave, Sick Leave, Vacation Leave, Holidays, Interruptions of University
10 Operations, Jury Duty, and leaves for other civic duties. The Employer will comply with applicable
11 university policy; Leave Administration Policies, Procedures, and Guidelines; and state and
12 federal laws regarding leaves.
13

14 **Section 1. Paid Sick Leave.** Bargaining unit members will accrue sick leave, proportional to the
15 employee's appointment percentage, at the full-time rate of eight hours per month or two hours for
16 each week of employment less than one month.
17

18 There is no limit to the amount of sick leave that may be accrued by a bargaining unit member.
19

20 Sick leave continues to accrue during sick leave with pay and other paid leaves. Sick leave is not earned
21 or used during sabbatical leave or leave without pay.
22

23 ~~Each bargaining unit member is entitled to receive a sick-leave-with-pay advance, as~~
24 ~~needed~~ **Bargaining unit members on tenured or tenure-track appointments are eligible to receive**
25 **advances** to provide the difference between **sick leave** earned at the onset of an illness or injury
26 ~~available leave and~~ **the full-time amount of 520 hours, proportional to the employee's appointment**
27 **percentage.** Bargaining unit members on fixed-term appointments may receive **an advances that can**
28 **be repaid before** ~~extend beyond~~ the end date of their current appointment. **These bargaining unit**
29 **members are also eligible to receive an advance beyond the end date of their current appointment,**
30 **upon written approval from the Provost or their designee.** ~~and need not repay borrowed leave~~
31 ~~before the end of their current appointment.~~ As sick leave is earned, the amount shall replace any
32 sick leave advanced until all advanced time is replaced with earned time.
33

34 ~~At any time of their choosing, a bargaining unit member may irrevocably transfer up to 120 hours of~~
35 ~~accrued sick leave to other bargaining unit members. A bargaining unit member with a demonstrable need~~
36 ~~may receive and use up to 120 hours of transferred sick leave from one or a combination of bargaining~~
37 ~~unit members once their own accrued paid leave (sick leave, family and medical leave, and vacation) has~~
38 ~~been exhausted. This leave is to be used prior to a bargaining unit member receiving a sick leave advance.~~
39 ~~Applications to receive a transfer of sick leave will be submitted to both the Office of Human Resources~~
40 ~~and United Academics. United Academics will supply the names of bargaining unit members and the~~
41 ~~respective amounts of their sick leave to be transferred to the Office of Human Resources. The Office of~~
42 ~~Human Resources will ensure that the leave amounts can be fulfilled and process the leave transfer~~
43 ~~accordingly.~~
44

45 All other conditions of sick leave accrual and eligibility are set forth in university policy; ~~and Leave~~
46 ~~Administration Policies, Procedures and Guidelines.~~
47

48 **Section 2. Paid Vacation.** Bargaining unit members on 12- month appointments at and above 0.50

1 FTE accrue vacation, proportional to the employee's appointment percentage, at the rate of fifteen
2 hours per month.

3
4 Vacation accrual is available for use following six full calendar months of service. No bargaining unit
5 member may accrue in excess of 260 hours of vacation, and any accrued vacation in excess of this
6 cap shall be forfeited.

7
8 Bargaining unit members' vacation leaves are scheduled with the approval of the bargaining unit
9 member's supervisor and shall be scheduled cooperatively, in such a manner as to minimize
10 disruption to the university. Supervisors must be reasonable in allowing the use of vacation leave and
11 may not unreasonably deny vacation requests where the result would be the forfeiture of accrued
12 vacation.

13
14 Vacation may not be transferred between bargaining unit members.

15
16 Unused vacation will be paid out to the bargaining unit member upon termination of employment,
17 up to a maximum of 180 hours. ~~Vacation accrual will transfer with the faculty member when~~
18 ~~transferring into new positions within the university.~~

19
20 **Section 3. Paid Holiday Leave.** Bargaining unit members are entitled to time off for University-
21 announced paid holidays. If a bargaining unit member is required to work on a holiday, they may take
22 an equivalent amount of time off with pay at a later date, as approved by their immediate supervisor.

23
24 In most cases, a bargaining unit member will not be required to perform in-person work during the
25 week between Christmas and New Year's Day, unless in-person work is essential to maintain or
26 sustain critical operations and is consistent with the duties described in the position description.

27
28 **Section 4. Family and Medical Leave.** ~~Section 1. Purposes of Leave.~~ Family and medical leave may be
29 taken for family, medical, and safe leave as described below by law. **The Parties agree to re-open only**
30 **this Section for the purposes of discussing implementation of the Family and Medical Leave benefits with**
31 **negotiations beginning in Fall Term 2021.**

32
33 a. ~~Family leave:~~

34 i. ~~to care for and bond with a child during the first year after the child's birth or during the~~
35 ~~first year after the placement of the child through foster care or adoption;~~

36 ii. ~~to care for a family member with a serious health condition (as defined in Oregon law);~~
37 ~~or~~

38 iii. ~~in cases of stillbirth.~~

39 b. ~~Medical leave necessitated by a bargaining unit member's own serious health condition (as~~
40 ~~defined in Oregon law), including pregnancy disability;~~

41 c. ~~Safe leave (as defined in Oregon law) to address medical, legal, mental health, or other needs~~
42 ~~resulting from domestic violence, harassment, sexual assault, or stalking.~~

43
44 **Section 2. Definition of Family Member.** Family member shall be defined as:-

45 a. ~~the spouse or domestic partner of a bargaining unit member;~~

46 b. ~~the child of a bargaining unit member or the child's spouse or domestic partner;~~

47 c. ~~the parent of a bargaining unit member or the parent's spouse or domestic partner;~~

- ~~d. the sibling or stepsibling of a bargaining unit member or the sibling's or stepsibling's spouse or domestic partner;~~
- ~~e. the grandparent of a bargaining unit member or the grandparent's spouse or domestic partner;~~
- ~~f. the grandchild of a bargaining unit member or the grandchild's spouse or domestic partner; and~~
- ~~g. any individual related by blood or affinity whose close association with a bargaining unit member is the equivalent of a family relationship.~~

Section 3. Duration of Leave.

~~Effective January 1, 2022 September 16, 2021, during a twelve-month period, a bargaining unit member may take up to six weeks of paid family and medical leave. the for any combination of purposes described in Section 1 of this Article. A bargaining unit member may take up to two additional weeks of paid family and medical leave taken for limitations related to pregnancy, childbirth, or a related medical condition, including but not limited to lactation.~~

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

~~Effective January 1, 2022:~~

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

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

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

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

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

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

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

4
5 ~~**Section 8. Use of Other Accrued Leave.** Bargaining unit members using family and medical leave will not~~
6 ~~be required to use any of their accrued leave, nor borrow against their future leave, in order to maintain~~
7 ~~salary and benefits. Bargaining unit members have the right to use their accrued leave, transferred leave,~~
8 ~~and sick leave with pay advances to extend family and medical leave.~~

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

13
14 ~~A bargaining unit member may not be retaliated against for using or inquiring about or using family and~~
15 ~~medical leave.~~

16
17 ~~**Section 10. Implementation of HB 2005.** The Parties acknowledge that implementation of HB 2005 (2019)~~
18 ~~will require negotiation over provisions of this Article, including the duration of leave, continuation of~~
19 ~~salary, and other terms and conditions. In preparation for these negotiations, the Parties agree to~~
20 ~~commence discussions related to implementation of HB 2005 no later than January 1, 2022.~~

21
22 ~~**Section 11. FMLA and OFLA.** The Employer will abide by state and federal laws concerning family and~~
23 ~~medical leave.~~

24
25 **Section 5 4. Interruption of University Operations.** Bargaining unit members are on a professional
26 work week and are not required to use accrued vacation leave in the event that the university, or
27 their particular work site, is closed for any reason, including inclement weather.

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

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

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

1 providing appropriate documentation to verify the need to their immediate supervisor, if requested.

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

5
6 Bargaining unit members should submit a request for a leave of absence to the appropriate
7 supervisor prior to the leave period.

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

12
13 The granting of unpaid leave is subject to the needs of the bargaining unit member's academic unit
14 and requires the approval of both their immediate supervisor and their Dean.

15
16 A Fellowship Leave is an unpaid leave for bargaining unit members who have received certain
17 fellowships that support research and writing, advanced study, or travel-related scholarly or
18 professional activities. ~~The faculty member will receive continuation of healthcare coverage and
19 other benefits not covered by the fellowship.~~

20
21 **Section 9. Sabbatical Leave. Section 1.** All eligible, **tenured** bargaining unit members, **at 0.50 FTE or**
22 **greater,** ~~are encouraged to use~~ **accrue** sabbatical leave for research, writing, advanced study, travel
23 for observation and study of conditions relevant to the applicant's scholarly field or in other countries
24 affecting the applicant's field, or related scholarly or professional activities. Bargaining unit members
25 shall adhere to the process, as outlined ~~in this Article and~~ **in** the university Sabbatical Leaves policy,
26 when applying for and fulfilling the terms established for a sabbatical leave.

27
28 ~~**Section 2.** All bargaining unit members who have achieved promotion and meet the length of service
29 requirements described in the university Sabbatical Leaves policy are eligible to apply for a sabbatical
30 leave.~~

31
32 ~~**Section 3.** Sabbatical leave salary shall be determined by multiplying the bargaining unit member's base
33 salary rate by the average FTE at which the bargaining unit member was appointed during the length of
34 service required to qualify for the sabbatical leave.~~

35
36 ~~The bargaining unit member's base salary rate shall be determined using the annual rate in effect at the
37 time the leave begins.~~

38
39 ~~**Salary for 9 Month Bargaining Unit Members**~~

- 40 ~~● One academic year (three terms) on 70 percent of salary; or~~
41 ~~● Two-thirds of an academic year (two terms) on 85 percent of salary; or~~
42 ~~● One-third of an academic year (one term) on 100 percent of salary.~~

43
44 ~~**Salary for 12 Month Bargaining Unit Member**~~

- 45 ~~● One year (12 months) on 70 percent of salary; or~~
46 ~~● Two-thirds of a year (eight months) on 85 percent of salary; or~~
47 ~~● One-third of a year (four months) on 100 percent of salary.~~

- 1 The ~~faculty bargaining unit member's salary while on sabbatical leave~~ remains subject to all university
- 2 salary program changes, including raise programs ~~eligible for negotiated salary increases while on~~
- 3 sabbatical leave.