

5 **LEAVES**
6

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

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

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

19 Sick leave continues to accrue during sick leave with pay and other paid leaves. Sick leave is not earned
20 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 unit
23 members on tenured or tenure-track appointments are eligible to receive an advance to provide the
24 difference between sick leave earned at the onset of an illness or injury and the full-time amount of
25 520 hours, proportional to the employee's appointment percentage. Bargaining unit members on
26 fixed-term appointments may receive an advance that can be repaid before the end date of their
27 current appointment. These bargaining unit members are also eligible to receive an advance beyond
28 the end date of their current appointment, upon written approval from the Provost or their designee.
29 As sick leave is earned, the amount shall replace any sick leave advanced until all advanced time is
30 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 above 0.50
35 FTE accrue vacation, proportional to the employee's appointment percentage, at the rate of fifteen
36 hours per month.
37

38 Vacation accrual is available for use following six full calendar months of service. No bargaining unit
39 member may accrue in excess of 260 hours of vacation, and any accrued vacation in excess of this
40 cap shall be forfeited.
41

42 Bargaining unit members' vacation leaves are scheduled with the approval of the bargaining unit
43 member's supervisor and shall be scheduled cooperatively, in such a manner as to minimize
44 disruption to the university. Supervisors must be reasonable in allowing the use of vacation leave and
45 may not unreasonably deny vacation requests where the result would be the forfeiture of accrued
46 vacation.
47

48 Vacation may not be transferred between bargaining unit members.

1
2 Unused vacation will be paid out to the bargaining unit member upon termination of employment,
3 up to a maximum of 180 hours. If leave accrual does not transfer with a bargaining unit member
4 moving into a new position within the university, any unused vacation will be paid out to the
5 bargaining unit member, up to a maximum of 180 hours.
6

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

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

15 **Section 4. Interruption of University Operations.** Bargaining unit members are on a professional
16 work week and are not required to use accrued vacation leave in the event that the university, or
17 their particular work site, is closed for any reason, including inclement weather.
18

19 A bargaining unit member may not be asked to use accrued leave for missed work when the Employer
20 has determined their work site is inoperable or demonstrably unsafe. Once the Employer has
21 identified an alternative work space or remedied the existing work space, the bargaining unit
22 member shall return to work, as directed.
23

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

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

41 Bargaining unit members who are members of the United States Armed Forces Reserve, including
42 the National Guard, shall be granted leave in accordance with state and federal laws.
43

44 Bargaining unit members should submit a request for a leave of absence to the appropriate
45 supervisor prior to the leave period.
46

47 **Section 7. Professional and Personal Leaves.** Leaves of absence without pay may be taken for
48 purposes of professional development, personal convenience, completion of a terminal degree, or

1 other personally or professionally beneficial purposes.

2
3 The granting of unpaid leave is subject to the needs of the bargaining unit member's academic unit
4 and requires the approval of both their immediate supervisor and their Dean.

5
6 A Fellowship Leave is an unpaid leave for bargaining unit members who have received certain
7 fellowships that support research and writing, advanced study, or travel-related scholarly or
8 professional activities.

9
10 **Section 8. Sabbatical Leave.** The Employer and bargaining unit members shall adhere to the
11 university Sabbatical Leaves policy. The bargaining unit member's salary while on sabbatical leave
12 remains subject to all university salary program changes, including raise programs.

13 **FAMILY AND MEDICAL LEAVE**

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16 **Section 9. Family and Medical Leave.** Family and medical leave may be taken for family, medical, and
17 safe leave as described below by law.

18
19 **Family leave:**

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

22 ~~to care for a family member with a serious health condition (as defined in Oregon law); or~~
23 ~~in cases of stillbirth.~~

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

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

28
29 ~~**Section 10. Definition of Family Member.** Family member shall be defined as:~~

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

31 ~~the child of a bargaining unit member or the child's spouse or domestic partner;~~

32 ~~the parent of a bargaining unit member or the parent's spouse or domestic partner;~~

33 ~~the sibling or stepsibling of a bargaining unit member or the sibling's or stepsibling's spouse or domestic~~
34 ~~partner;~~

35 ~~the grandparent of a bargaining unit member or the grandparent's spouse or domestic partner;~~

36 ~~the grandchild of a bargaining unit member or the grandchild's spouse or domestic partner; and~~

37 ~~any individual related by blood or affinity whose close association with a bargaining unit member is the~~
38 ~~equivalent of a family relationship.~~

39
40 ~~**Section 11. Duration of Leave.** Effective September 16, 2021, during a twelve-month period, a bargaining~~
41 ~~unit member may take up to six weeks **eighty hours** of paid family and medical leave for any combination~~
42 ~~of purposes described in Section 1 of this Article.~~

43
44 ~~Bargaining unit members may take additional unpaid family and medical leave as provided under state~~
45 ~~and federal law. Family and medical leave taken under this Article runs concurrently with available leave~~
46 ~~under FMLA and OFLA. If two or more family members are bargaining unit members experiencing~~
47 ~~qualifying events described in Section 1, each is entitled to paid family and medical leave and may take~~
48 ~~the leave concurrently or at separate times. Bargaining unit members using family and medical leave will~~

1 not be required to use any of their accrued leave, nor borrow against their future leave, in order to
2 maintain salary and benefits. Bargaining unit members have the right to use their accrued leave and sick-
3 leave-with-pay advances to extend family and medical leave up to 520 hours.

4
5 ~~Section 12. Restoration of Position and Protection Against Retaliation.~~ After the leave is finished, the
6 bargaining unit member shall be allowed to return to their position **if the leave concludes within the**
7 **appointment period of the position from which they took that leave.** If that position **has been discontinued**
8 **prior to the end of the appointment period** ~~no longer exists~~, they are entitled to be returned to an
9 available, equivalent position in terms of salary, benefits, and other terms and conditions of employment
10 ~~ed.~~

11
12 ~~A bargaining unit member may not be retaliated against for using or inquiring about using family and~~
13 ~~medical leave.~~

14
15 ~~Section 13. The Parties agree to re-open only this Sections 9-12 for the purposes of discussing~~
16 ~~implementation of the Family and Medical Leave benefits afforded under HB 2005(2019) with~~
17 ~~negotiations beginning in Fall Term 2021.~~