

ARTICLE 32. LEAVES

Leave Policies on Website

Section 1. The University will maintain all of the leave policies applicable to bargaining unit faculty members on the Human Resources website and in the Faculty Handbook.

Faculty Leave Bank

Section 2. During the period of this contract, the University will convene a working group by October 1, 2015 to explore the feasibility of instituting a sick leave bank program in lieu of current sick leave policies surrounding sick leave advance. The Union shall have two representatives on the working group. The working group shall present its findings to the Provost by June 15, 2016.

Sick Leave

Section 3. All bargaining unit faculty members appointed at 1.0 FTE will be credited with eight hours of sick leave for each full month of employment, or two hours for each full week of employment less than one month. Bargaining unit faculty employed at .5 FTE or greater will be credited with a pro rata amount.

Sick leave is not earned or used during sabbatical leave, fellowship leave, career development leave, or leave without pay. Sick leave credit shall be earned during sick leave with pay and during other periods of paid leave. There is no limit on the amount of sick leave that may be accrued.

Section 4. Bargaining unit faculty members employed at less than .5 FTE do not earn sick leave. Bargaining unit faculty members employed at less than .5 FTE who need to miss work due to a legitimate illness will not be required to pay for a substitute. If the bargaining unit faculty member's absence does not qualify as FMLA or OFLA leave, the bargaining unit faculty member's pay will not be reduced because of absences related to illnesses lasting less than five days. If the absence qualifies as FMLA or OFLA leave, those statutes and regulations will apply in lieu of this provision.

Section 5. Bargaining unit faculty members who have earned sick leave credits must use and must record the use of sick leave for any period of absence during the faculty member's regular work hours on a day that the university is open during the term of the employee's appointment, 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 bargaining unit faculty member or in the immediate family of the bargaining unit faculty member's spouse or domestic partner.

The University may require a physician's certificate to support the sick leave claim for any absence in excess of 15 consecutive days or for recurring sick leave use. The University may require a physician's certificate before allowing the bargaining unit faculty member to return to work to certify that the return would not be detrimental to the bargaining unit faculty member or to others. Transfer of sick leave for use by another university employee is not permitted.

Section 6. Disability Insurance. Bargaining unit faculty members employed at .50 FTE or greater are eligible for salary continuance under the Short-Term and Long-Term Disability Insurance policies made available through the University.

Section 7. Sick Leave Advance. Bargaining unit faculty members who earn paid sick leave are also eligible for salary continuance for up to 90 calendar days of absence due to illness through a combination of accrued sick leave and advanced sick leave. Each faculty member employed at 1.0 FTE is entitled to receive a sick-leave-with- pay advance as needed to provide the difference between sick leave earned as of the onset of the illness or injury and 520 hours; faculty employed at less than 1.0 FTE are eligible to receive a sick-leave-with-pay advance proportional to FTE to provide the difference between sick leave earned as of the onset of the illness or injury and a prorated of 520 hours. As sick leave is earned, the amount shall replace any sick leave advanced until all advanced time is replaced with earned time. No more than a 520-hour sick leave advance is available during a seven-year period that begins with the first sick leave advance. More than one sick leave advance is possible as long as the total advance does not exceed 520 hours during a seven-year period.

Bargaining unit faculty members cannot receive an advance that extends beyond the end date of their current contract or appointment except upon written approval of the Provost or designee.

Qualifying events for sick leave advance are limited to the employee's own health condition or Parental Leave as described in Section 8 of this Article.

Section 8. A bargaining unit faculty member is entitled to transfer to the University of Oregon with all unused sick leave earned with any Oregon public university, provided the break in service prior to transfer does not exceed one month. A bargaining unit faculty member who leaves employment with the university, and then is rehired before the end of the fiscal year of the last day of employment, is entitled to reinstate the previous unused, accrued sick leave. A bargaining unit faculty member who terminates employment is not entitled to compensation for unused sick leave including in the calculation of retirement benefits under PERS.

Section 9. Bargaining unit faculty employed at .50 FTE or greater to teach summer session or to work on summer wage appointments are eligible to accrue and to use sick leave during the period of such appointment as provided in this Agreement.

Parental Leave

Section 10. The University will provide bargaining unit faculty members with unpaid leave upon the birth or adoption of a child as provided by the Family Medical Leave Act (FMLA) and

the Oregon Family Leave Act (OFLA).

Section 11. Tenure-track and Career NTTF bargaining unit faculty members may take leave under FMLA or OFLA with pay, in the following manner:

- (a) **The first 6 weeks.** As part of the first six weeks of leave, the bargaining unit faculty member must use any available Short-Term Disability Insurance benefits, all accrued vacation leave and all but 80 hours of accrued sick leave. If the bargaining unit faculty member does not have sufficient accrued disability insurance benefits and accrued paid leave to cover six weeks with full pay, the University will provide the faculty member with the necessary amount of paid parental leave to allow the faculty member to receive a total of six weeks paid parental leave.
- (b) **The second 6 weeks.** Bargaining unit faculty members may use accrued sick leave for his or her remaining six weeks of parental leave (for a total of 12 work weeks of leave). In the event that the faculty member does not have sufficient accrued sick leave, employees may borrow advanced sick leave for the remainder of the second six work weeks pursuant to Section 7 above. Based on the timing of the birth or adoption, this paid leave may extend into a second term.
- (c) **The third 6 weeks for mothers who give birth.** Bargaining unit faculty members who give birth and qualify pursuant to the OFLA may take up to an additional 6 weeks of parental leave. The faculty member may use accrued sick leave during this time. Based on the timing of the birth, this paid leave may extend into a second term.

If both parents are employees of the University, both parents are entitled to parental leave as described in Section 11 (a) and (b) above.

Section 12. A Tenure-track or Career NTTF faculty member who is eligible for leave under the FMLA or OFLA also has the option, within six months after the birth or adoption of a child, to take up to one term of modified duties at full pay status. Modified duties status provides full or partial release from classroom and classroom-related teaching responsibilities at full pay following birth or adoption, without using accrued or advanced sick leave. Any release from or reduction of teaching responsibilities does not mean that the faculty member will be required to carry more than a normal load before or after the leave.

Section 13. Bargaining unit faculty members in the Tenure-Track and Tenured Professor classification who experience pregnancy, childbirth, or the adoption of a child and/or utilize parental leave shall have the option of an additional probationary year before a tenure or promotional review.

Vacation Leave

Section 14. Vacation means absence from work permitting rest and recreation for a specified period of time during which regular compensation continues. Bargaining unit faculty members gain vacation privileges when employed at .50 FTE or more on a 12- month appointment.

Section 15. Eligible bargaining unit faculty members accrue vacation on a monthly basis, beginning the first of the month following date of hire or on the first of the month if an employee is hired the first working day of the month. Vacation accrues on the last day of the month and is available for use the first day of the next month, subject to the restrictions in Section 14 of this Article. Faculty members who have a 9-month appointment and are subsequently appointed to a 12-month contract shall receive credit for the previous 9-month appointment on a pro-rata basis.

Eligible bargaining unit faculty members with a 12-month, 1.0 FTE appointment accrue 15 hours of vacation per month; eligible bargaining unit faculty members on a .50 FTE or more 12-month contract accrue vacation in proportion to their FTE.

Section 16. No employee may accrue in excess of 260 hours, and any accrued vacation leave in excess of this cap will be forfeited.

Section 17. If an eligible bargaining unit faculty member transfers to the University of Oregon from another unclassified position at an Oregon public university and remains eligible for vacation accrual, he or she shall transfer all accrued vacation leave to the new position at the university, unless the break in service exceeds 30 days.

Section 18. The accrual of vacation leave is reduced on a pro-rata basis for a period of leave without pay, sabbatical leave and educational leave. Vacation leave is accrued during other periods of paid leave.

Section 19. Bargaining unit faculty members are not entitled to payment for unused vacation leave except upon termination of employment or upon transfer within the university to another position if the faculty member is not eligible for vacation benefits in the new position. The maximum number of hours that can be paid upon termination or transfer is 180 hours.

Section 20. Vacation leaves are scheduled with the approval of the bargaining unit faculty member's supervisor and should be planned cooperatively. Supervisors must be reasonable in allowing the use of vacation leave and may not unreasonably deny vacation requests where the result would be forfeiture of accrued vacation. For purposes of calculation, one normal work day is the equivalent of eight hours of vacation leave for a full-time employee.

Section 21. Bargaining unit faculty members must accurately record all vacation hours used. The transfer of vacation time for use by any another employee of the university is not permitted.

Holidays and Paid Leave During Breaks

Section 22. Bargaining unit faculty members earn the following paid holidays and cannot be required to work on these holidays, except as necessary to maintain or operate critical facilities or operations. If a bargaining unit faculty member is required to work on a holiday for that reason, he or she may take an equivalent amount of time off with pay at a later date, as approved by the bargaining unit faculty member's supervisor:

- New Year's Day
- Martin Luther King, Jr.'s Birthday
- Memorial Day
- Independence Day
- Labor Day
- Thanksgiving
- Day after Thanksgiving
- Christmas Day

Section 23. Bargaining unit officers of instruction who do not earn vacation will be considered to be on paid leave during the week between Christmas and New Year's Day, and during the week of Spring Break. If, for any reason, an Officer of Instruction is required to work on campus during one of these paid leaves, that work will be compensated as overload.

Leave Without Pay

Section 24. A bargaining unit faculty member may petition the Provost or designee to be granted leave without pay. The granting of leave without pay is in the discretion of the Provost or designee. If granted, leave without pay may not exceed two academic or fiscal years, depending on the appointment.

Compliance with Laws

Section 25. The University will comply with applicable state and federal laws, including the ADA and the FMLA, regarding leaves and the accommodation of disabilities.

Inclement Weather Policy

Section 26. To bring clarity to the implementation of the University's inclement weather policy at the department or unit level, all faculty members who are required to report during inclement weather shall be notified of such requirement, at a minimum, at the beginning of each academic year.