

1 Faculty Alliance of Miami, AAUP-AFT Proposal to Miami University

2
3 February 21, 2024

4
5 **Other Leaves**

6 X.1. Family and Medical Leave

7 X.1.1. Eligibility

8 X.1.1.1. In accordance with federal law, bargaining unit members are eligible for
9 family and medical leave. All bargaining unit members are entitled to a
10 total of twelve (12) workweeks of leave during the 12-month period of
11 July 1 through June 30 for one or more of the following reasons:

12 X.1.1.1.1. the birth of a child and to care for the newborn (Reason 1);

13 X.1.1.1.2. the placement of a child with the member for adoption or foster
14 care (Reason 2);

15 X.1.1.1.3. to care for the employee's spouse, parent, child (defined as a
16 "biological, adopted or foster child, a stepchild, a legal ward, or a
17 child of a person standing in loco parentis"), with a serious health
18 condition (Reason 3);

19 X.1.1.1.4. a serious health condition that makes the employee unable to
20 perform the essential functions of his or her position (Reason 4).

21
22 X.1.1.2. If the employee does not have available sufficient paid leave for the entire
23 twelve (12) weeks, the university will continue the paid leave for the
24 duration of the applicable reason.

25
26 X.1.1.3. A family and medical leave may run concurrently with a worker's
27 compensation absence when the injury is one that meets the criteria for a
28 serious health condition.

29
30 X.1.2. Notice and Approval

31 X.1.2.1. Whenever possible, the employee will provide the appropriate personnel
32 office with a minimum of thirty (30) calendar days advance notice before
33 the date the leave is to begin. Bargaining unit members should contact the
34 appropriate personnel office for more detailed information and to arrange
35 family and medical leave, including parental leave.
36

- 37 X.1.2.2. The Department of Human Resources can assist bargaining unit members
 38 and their supervisors in arranging suitable coverage of the employee's
 39 responsibilities while on leave. Bargaining unit members are required to
 40 complete the forms and return them to the appropriate personnel office for
 41 approval of leave within a minimum of thirty (30) calendar days advance
 42 notice before the date the leave is to begin whenever possible. However, if
 43 the employee or family member requires leave to begin in less than thirty
 44 (30) days, the employee must provide as much notice as is practicable.
 45
- 46 X.1.2.3. Bargaining unit members must request the family and medical leave in
 47 writing and submit the request to the appropriate personnel office. The
 48 University must provide a medical certification form, and the completed
 49 medical certification must be received in the appropriate personnel office
 50 prior to approval of the leave whenever possible.
 51
- 52 X.1.3. Intermittent Leaves and Reduced Leave Schedules
- 53 X.1.3.1. An intermittent leave is a leave taken in separate blocks of time due to a
 54 single illness, injury, or health condition. An example is a leave taken
 55 several days at a time spread over several months for chemotherapy.
 56
- 57 X.1.3.2. A reduced leave schedule is a change in the employee's normal schedule
 58 for a period of time, usually from fulltime to part-time. An example is a
 59 reduction in the workday from eight (8) hours to six (6) hours because of a
 60 serious health condition.
 61
- 62 X.1.3.3. A member may take any leave (Reasons 1-4, above) as an intermittent
 63 leave or on a reduced leave schedule.
 64
- 65 X.1.4. Certification
- 66 X.1.4.1. Miami University must accept a medical certification from a health care
 67 provider selected by the bargaining unit member for leave taken for
 68 Reasons 3 or 4.
 69
- 70 X.1.4.2. Serious health condition means an illness, injury, impairment, or physical
 71 or mental condition that involves inpatient care in a hospital, hospice or
 72 medical care facility, or such a condition that involves ongoing, continuing
 73 treatment by a healthcare provider.
 74

- 75 X.1.4.3. The certification form may be obtained from either the Department of
76 Human Resources or the Office of Academic Personnel Services. Miami
77 University may require recertification during the period of leave but no
78 more often than every thirty days.
79
- 80 X.1.4.4. Miami University may require, at its expense, that the employee obtain the
81 opinion of a second healthcare provider selected by Miami University
82 concerning any information certified. In case of conflict between the
83 second opinion and the employee’s certifying healthcare provider, Miami
84 University may, at its expense, require the opinion of a third healthcare
85 provider (jointly selected by the employee and Miami University). The
86 opinion of the third healthcare provider shall be final and binding on
87 Miami University and the employee.
88
- 89 X.1.5. Restoration to Position and Continuation of Benefits
- 90 X.1.5.1. Bargaining unit members who return from a family and medical leave
91 must be restored to the position held by the employee when leave began,
92 with University-provided benefits and other terms and conditions of
93 employment.
94
- 95 X.1.5.2. Miami University must maintain University-provided benefits for
96 bargaining unit members on family or medical leave under the same terms,
97 conditions, and coverage that would have been provided had the employee
98 continued in employment during the leave period. Retirement
99 contributions will be made for only that portion of the family and medical
100 leave that is paid leave.
101
- 102 X.2. Military Families
- 103 X.2.1. Except as provided for in this section, an employee’s rights and obligations with
104 regard to Military Families Leave are governed by sections __ of this article.
105
- 106 X.2.2. Military Caregiver Leave
- 107 X.2.2.1. Bargaining unit members who are family members of covered service
108 members are able to take up to “26 workweeks of leave in a single 12-
109 month period” to care for a covered service member with a serious illness
110 or injury incurred in the line of active duty if:
- 111 X.2.2.1.1. The bargaining unit member is an eligible family member or next
112 of kin (the nearest blood relative other than the covered spouse,

113 parent, son, or daughter, who has been granted legal custody by
 114 court decree or statutory provisions and in accordance with the
 115 order of priority as set by the FMLA regulations).

116 X.2.2.1.2. The covered service member is:

117 X.2.2.1.2.1. undergoing medical treatment, recuperation, or therapy;

118 X.2.2.1.2.2. in outpatient status; or

119 X.2.2.1.2.3. on the temporary disability retired list for a serious injury
 120 or illness.

121

122 X.2.2.2. All military caregiver leaves granted must follow federal law.

123

124 X.2.3. Qualifying Exigency Leave

125 X.2.3.1. Bargaining unit members may take up to twelve (12) weeks of leave in a
 126 twelve (12) month period because of any “qualifying exigency” arising out
 127 of the fact that the spouse, son, daughter, or parent of the employee is on
 128 active duty or has been notified of an impending call to active duty status
 129 in support of a contingency operation. A qualifying exigency includes:

130 X.2.3.1.1. Short notice deployment-call/order to active duty seven (7) days
 131 prior to date of deployment;

132 X.2.3.1.2. Military events and related activities;

133 X.2.3.1.3. Childcare and school activities (e.g., arrange for alternative
 134 childcare, enroll child in new school or daycare, attend meetings
 135 with school or day care staff, and provide childcare on urgent or
 136 immediate need basis);

137 X.2.3.1.4. Making or updating financial and legal arrangements;

138 X.2.3.1.5. Counseling that arises out of the military service;

139 X.2.3.1.6. Rest and recuperation-limited to five (5) days per leave to spend
 140 with military member on short-term leave;

141 X.2.3.1.7. Post-deployment activities-leave to attend post-deployment
 142 functions that occur within ninety (90) days following termination
 143 of active duty status, such as arrival ceremonies, reintegration
 144 briefings, funeral arrangements;

145 X.2.3.1.8. Additional activities-must be agreed to by the supervisor, the
 146 employee, and the appropriate personnel office (Office of Human
 147 Resources or Academic Personnel Services).

148 X.3. Personal Leave

149 X.3.1. Personal leave may be granted to free up a bargaining unit member to make a
 150 public service contribution; to accept a fellowship, research, or visiting

151 appointment at another institution; to pursue a program of formal study; or for
 152 personal or health reasons. Personal leave may only be taken on a full time basis.
 153 Such requests shall not be unreasonably denied.

154
 155 X.3.2. The duration of such a leave may be for any period up to a year, with renewal
 156 possible for a second year. Application should be made as far in advance as
 157 possible.

158
 159 X.3.3. A bargaining unit member's personal leave period will count as Miami University
 160 service for promotion and tenure purposes, unless an alternative arrangement is
 161 approved, in writing, at the time the leave is granted.

162
 163 X.3.4. Personal leave is a leave with salary and full benefits.

164
 165 X.3.5. The University must continue to make contributions to retirement as described by
 166 law, and make any contributions to a bargaining unit member's Alternative
 167 Retirement Plan for the duration of the bargaining unit member's leave.

168
 169 X.4. Military Leave

170 X.4.1. The University must provide bargaining unit members with military leave; and
 171 benefits in accordance with state and federal laws, including the Uniformed
 172 Services Employment and Reemployment Rights Act (USERRA).

173
 174 X.5. Reserve Duty

175 X.5.1. Bargaining unit members will be granted leaves of absence with pay for up to
 176 twenty-two (22) days upon request when they are required to participate in
 177 training duty as members of an Armed Forces Reserve Organization, the National
 178 Guard, or are called out on an emergency basis for such service.

179
 180 X.6. Bereavement Leave

181 X.6.1. Bargaining unit members shall be granted five (5) days of paid bereavement leave
 182 upon the death of an immediate family member which includes: mother, father,
 183 brother, sister, biological or adopted child, stepchild, spouse, grandparent,
 184 grandchild, mother-in-law, father-in-law, daughter-in-law, son-in-law, brother-in-
 185 law, sister-in-law, grandparent-in-law, anyone who stood in loco parentis to the
 186 employee as a child, residents of the employee's household, and other persons for
 187 whom the employee is legally responsible or relies on the employee to make care
 188 arrangements. An employee may use additional paid leave time (sick or vacation)

- 189 as necessary beyond the five (5) days of bereavement leave. Should they have no
 190 available paid leave accumulated, they must be allowed leave without pay.
 191
- 192 X.6.2. Bargaining unit members shall contact their chair and/or supervisor to request any
 193 time off needed. The employee will not be required to submit a death certificate to
 194 the university.
 195
- 196 X.6.3. The chair and/or supervisor is responsible for finding a substitute to cover all of
 197 the employee's work during their bereavement leave and/or additional time off.
 198
- 199 X.7. Court Attendance
- 200 X.7.1. Jury Duty
- 201 X.7.1.1. The University must provide full benefits for bargaining unit members on
 202 leave to serve jury duty. The bargaining unit member must submit a
 203 request for leave to their supervisor and the appropriate personnel office
 204 for approval. A copy of the summons for jury duty must be attached to the
 205 request.
 206
- 207 X.7.1.2. The bargaining unit member will not be asked to pay to the University any
 208 amount of compensation received by the bargaining unit member from the
 209 court.
 210
- 211 X.7.1.3. Department chairs must make suitable arrangements for coverage of
 212 classes for any bargaining unit member on jury duty. Bargaining unit
 213 members whose work shifts do not coincide with jury service hours may
 214 also be relieved of employment duties during jury service. Arrangements
 215 for coverage should be made through the appropriate personnel office in
 216 consultation with the employee's department.
 217
- 218 X.7.2. Witness Testimony
- 219 X.7.2.1. Bargaining unit members subpoenaed to testify as a nonexpert witness in a
 220 court action to which they are not a party will be granted full paid leave to
 221 testify.