

FAM, AAUP-AFT Counter to Miami University

August 14, 2024

LEAVES

A. University Holidays and Break Periods

Bargaining unit faculty members are expected to work during the contractual calendar period of their ~~academic year~~ appointment, except for days when the University is closed. In lieu of vacation, bargaining unit faculty members are not required to work during the University break periods that fall within the term of their academic-year appointment (Fall Break, Thanksgiving Break, Spring Break, Winter Break during the period of University closure). The dates on which these breaks are scheduled shall be determined by the University and set forth in the University academic calendar. ~~Bargaining unit faculty members who choose to work on the dates when these breaks are scheduled may not use these days at any other time nor are they entitled to accrue or cash out any unused days.~~

B. Family and Medical Leave

~~The University will offer unpaid leave to eligible full time bargaining unit faculty members with qualifying conditions in accordance with the Family and Medical Leave Act and University policy. Bargaining unit faculty members must utilize their leave balances while on FMLA.~~
Eligibility

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

1. the birth of a child and to care for the newborn (Reason 1);
2. the placement of a child with the member for adoption or foster care (Reason 2);
3. to care for the employee's spouse, domestic partner, parent, child (defined as a "biological, adopted or foster child, a stepchild, a legal ward, or a child of a person standing in loco parentis"), with a serious health condition (Reason 3);
4. a serious health condition that makes the employee unable to perform the essential functions of his or her position (Reason 4).

Bargaining unit members shall substitute accrued paid leave (e.g., vacation, sick leave, personal leave) for family and medical leaves. If the bargaining unit member does not have available sufficient paid leave for the entire twelve (12) weeks, they may take the balance of the leave as unpaid leave. If the bargaining unit member has available more than twelve (12) weeks of paid leave, they may use all the paid leave that applies to their situation.

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

45 compensation absence is not unpaid leave, the provision for substitution of accrued paid leave is
46 not applicable.

47 **Notice and Approval**

48 Whenever possible, the employee will provide the appropriate personnel office with a minimum
49 of thirty (30) calendar days advance notice before the date the leave is to begin. Bargaining unit
50 members should contact the appropriate personnel office for more detailed information and to
51 arrange family and medical leave, including parental leave.

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54 The Department of Human Resources can assist bargaining unit members and their supervisors
55 in arranging suitable coverage of the employee's responsibilities while on leave. Bargaining unit
56 members are required to complete the forms and return them to the appropriate personnel office
57 for approval of leave within a minimum of thirty (30) calendar days advance notice before the
58 date the leave is to begin whenever possible. However, if the employee or family member
59 requires leave to begin in less than thirty (30) days, the employee must provide as much notice as
60 is practicable.

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62 Bargaining unit members must request the family and medical leave in writing and submit the
63 request to the appropriate personnel office. The University must provide a medical certification
64 form when applicable, in which case the completed medical certification must be received in the
65 appropriate personnel office prior to approval of the leave whenever possible.

66 **Intermittent Leave and Reduced Leave Schedules**

67 An intermittent leave is a leave taken in separate blocks of time due to a single illness, injury, or
68 health condition. An example is a leave taken several days at a time spread over several months
69 for chemotherapy.

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72 A reduced leave schedule is a change in the employee's normal schedule for a period of time,
73 usually from fulltime to part-time. An example is a reduction in the workday from eight (8)
74 hours to six (6) hours because of a serious health condition.

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76 Leaves taken for the following reasons shall not be taken intermittently or on a reduced-leave
77 schedule: (except as permitted by the Parental Leave section), leaves taken for the birth of a child
78 or to care for the newborn (Reason 1) and leaves taken for the placement of a child with the
79 employee for adoption or foster care (Reason 2).

80
81 Leaves taken for the following reasons may be taken intermittently or on a reduced-leave
82 schedule: leaves taken to care for the employee's spouse, child or parent (Reason 3) and leaves
83 taken because of a serious health condition that makes the employee unable to perform the
84 essential functions of his or her position (Reason 4).

85
86 An employee who takes intermittent leave or a reduced-leave schedule may be temporarily
87 transferred to an alternative position, for which he or she is qualified, that has equivalent pay and

benefits and that better accommodates recurring periods of leave than does the employee's regular position.

Certification

Miami University must accept a medical certification from a health care provider selected by the bargaining unit member for leave taken for Reasons 3 or 4.

Serious health condition means an illness, injury, impairment, or physical or mental condition that involves inpatient care in a hospital, hospice or medical care facility, or such a condition that involves ongoing, continuing treatment by a healthcare provider.

The certification form may be obtained from either the Department of Human Resources or the Office of Academic Personnel Services. Miami University may require recertification during the period of leave but no more often than every thirty days.

Miami University may require, at its expense, that the employee obtain the opinion of a second healthcare provider selected by Miami University concerning any information certified. In case of conflict between the second opinion and the employee's certifying healthcare provider, Miami University may, at its expense, require the opinion of a third healthcare provider (jointly selected by the employee and Miami University). The opinion of the third healthcare provider shall be final and binding on Miami University and the employee.

Miami University may require a certification from the employee's healthcare provider that the employee is able (or unable) to return to work, when the family and medical leave was because the employee's serious health conditions made the employee unable to perform the essential functions of the employee's job.

Restoration to Position and Continuation of Benefits

In accordance with the Family and Medical Leave Act, bargaining unit members who return from a family and medical leave must be restored to the position held by the employee when leave began or be restored to an equivalent position with equivalent pay and University-provided benefits and other terms and conditions of employment.

Miami University will maintain University-provided benefits for eligible employees on family or medical leave under the same terms and conditions coverage would be provided had the employee continued in employment for the duration of the leave. Retirement contributions will only be made for that portion of the family and medical leave that is paid leave.

Failure to Return from Leave

Miami University may recover from the employee the cost of maintaining University provided benefits during the unpaid period of leave if the employee fails to return from leave unless the failure to return is due to (1) the continuation, recurrence, or onset of a serious health condition that would otherwise entitle the employee to leave under the family and medical leave policy; or (2) other circumstances beyond the control of the employee.

132
133 **Other Employment**

134 Bargaining unit members on family or medical leave are not permitted to perform services for
135 remuneration for other employers (including self-employment), as an independent contractor,
136 partner, sole proprietor, principal in a corporation, or for any other individual or entity, unless
137 approved, in writing, in advance by the appropriate vice president or the vice president's
138 designee. Bargaining unit members who have approved outside consulting/employment as
139 described in [Article XX: Outside Employment] must obtain the approval of the appropriate vice
140 president to continue such services during a period of leave.

141
142 **C. Military Families**

143 **Military Caregiver Leave**

144 Except as provided for in this section, an employee's rights and obligations with regard to
145 Military Families Leave are governed by the Family and Medical Leave section of this article.

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147 Bargaining unit members who are family members of covered service members are able to take
148 up to 26 workweeks of leave in a single 12-month period to care for a covered service member
149 with a serious illness or injury incurred in the line of active duty if:

- 150 1. The bargaining unit member is an eligible family member or next of kin (the nearest
151 blood relative other than the covered spouse, domestic partner, parent, son, or daughter,
152 who has been granted legal custody by court decree or statutory provisions and in
153 accordance with the order of priority as set by the FMLA regulations).
154 2. The covered service member is:
155 a. undergoing medical treatment, recuperation, or therapy;
156 b. in outpatient status; or
157 c. on the temporary disability retired list for a serious injury or illness.
158 3. This leave will not exceed 26 workweeks during a single 12-month period. The
159 calculation of the single 12-month period begins with the first day the eligible employee
160 takes FML to care for the covered service member and ends twelve (12) months after that
161 date. If all leave is not taken, it is forfeited.
162 4. Eligible employees may not take this type of leave to care for former members of the
163 Armed Forces, National Guard and Reserves, or members who are on the permanent
164 disability retired list.

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166 **Qualifying Exigency Leave**

167 Eligible employees may take up to twelve (12) weeks of leave in a twelve (12) month period
168 because of any "qualifying exigency" arising out of the fact that the spouse, son, daughter, or
169 parent of the employee is on active duty or has been notified of an impending call to active duty
170 status in support of a contingency operation. A qualifying exigency includes:

- 171
172 1. Short notice deployment-call/order to active duty seven (7) days prior to date of
173 deployment;
174 2. Military events and related activities;

3. Childcare and school activities (e.g., arrange for alternative childcare, enroll child in new school or day care, attend meetings with school or day care staff, and provide childcare on urgent or immediate need basis);
4. Making or updating financial and legal arrangements;
5. Counseling that arises out of the military service;
6. Rest and recuperation-limited to five (5) days per leave to spend with military member on short-term leave;
7. Post-deployment activities-leave to attend post-deployment functions that occur within ninety (90) days following termination of active duty status, such as arrival ceremonies, reintegration briefings, funeral arrangements;
8. Additional activities-must be agreed to by the supervisor, the employee, and the appropriate personnel office (Office of Human Resources or Academic Personnel Services).

C.D. **Sick Leave**

~~Full-time bargaining unit faculty members who work nine (9) or more months per calendar year accrue fifteen (15) sick days per academic year. Sick leave may not be carried over into subsequent years and shall not be paid out upon separation of employment. Sick leave may be used to cover absences due to illness, injury, health care appointments, and death of an immediate family member, or any other reason required by applicable law.~~

Sick leave is the authorized absence of an employee from regular duties because of but not limited to illness, injury, pregnancy, exposure to contagious disease, family health situations requiring attendance of the employee, health care appointments, and death in the immediate family.

Immediate family members include the employee's mother, father, brother, sister, biological or adopted child, stepchild, spouse, domestic partner, grandparent, grandchild, mother-in-law, father-in-law, daughter-in-law, son-in-law, brother-in-law, sister-in-law, grandparent-in-law, anyone who stood in loco parentis to the employee as a child, and other persons for whom the employee is legally responsible.

Each bargaining unit member earns fifteen (15) days of sick leave per contract year. Unused sick leave entitlement is cumulative without limit.

If a bargaining unit member makes arrangements acceptable to the department chair or other supervisor for a colleague to perform the member's duties during an absence, this absence will not be charged against the individual's accumulated sick leave.

A bargaining unit member shall upon retirement from active service be paid in cash for the value of earned and unused sick-leave credit, up to a maximum of one year, or \$80,000, whichever is less. Such payment shall be based upon the employee's rate of pay at the time of retirement. Payment for sick leave on this basis shall be considered to eliminate all sick-leave credit accrued by the employee at that time. Such payment shall be made only once to any employee and will be paid within ninety (90) days of retirement.

The Union reserves the right to add to, delete from, alter or amend this proposal. This proposal is made without precedent or prejudice to existing rights and entitlements, regardless of the character or source of same. Any tentative agreements reached between the parties on any proposals shall not become final until (1) the parties have reached final agreement on a full collective bargaining agreement, and (2) the Union membership has ratified the full collective bargaining agreement.

If a bargaining unit member transfers to or from another agency of the State of Ohio, unused accumulated sick leave entitlement shall transfer to the new unit. The unit of origin must furnish the receiving unit with written evidence of the employee's entitlement to sick leave. The previously accumulated sick leave of an employee who has been separated from Ohio public service shall be credited to that employee upon reemployment in the Ohio public service, provided that such reemployment takes place within ten (10) years of the date on which the employee was last terminated from public service.

D.E. Military ~~and Court~~ Leaves

~~Eligible bargaining unit faculty members shall be granted leave for military service, reserve duty, and court attendance (jury duty, witness testimony) in accordance with state and federal laws. The University must provide bargaining unit members with military leave; and benefits in accordance with state and federal laws, including the Uniformed Services Employment and Reemployment Rights Act (USERRA).~~

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

E.F. Parental Leave

~~The University will provide benefit eligible bargaining unit faculty members with up to twelve (12) weeks of Parental Leave to be used following the birth or adoption of a child, in accordance with University policy, and bargaining unit faculty members may take up to three (3) months for additional Parental Leave on either the full or half time basis. Bargaining unit faculty who elect to take any portion of their parental leave on a half time basis are required to have an approved plan of not less than fifty percent (50%) time that includes instructional assignments, as approved by the bargaining unit faculty member's chair, dean, and the Provost.~~

Bargaining unit members are eligible for Paid Parental Leave (PPL) upon (a) the birth of a bargaining unit member's child, (b) the placement within a bargaining unit member's home of a newly adopted or foster child of any age, or (c) the initiation of travel by a bargaining unit member to take custody of an adopted child. In the event both parents are employed by Miami University, the parents may elect to take their Paid Parental Leaves concurrently or consecutively.

A bargaining unit member intending to take PPL under this section will provide their Academic Unit Head with notification as soon as is practicable. Such notice shall include (a) the anticipated

date of the birth or placement of the child, (b) the length of PPL desired (up to 12 continuous weeks), and (c) when teaching release will likely need to be granted.

PPL will run concurrently with leave under the Family and Medical Leave Act (FMLA), in cases where the Faculty Member is eligible for leave under the FMLA. If the bargaining unit member is eligible for leave under the FMLA, the medical certification requirements under the FMLA will govern.

All medical information relating to PPLs, whether verbal or written, including FMLA documentation, shall be kept confidential. All medical documents including, but not limited to, medical statements and FMLA certifications must be maintained by the University in confidential, secure files separate from personnel files.

Bargaining unit members eligible to utilize PPL shall receive:

1. Full release from all duties for up to 12 continuous weeks, with the duration and start date at the discretion of the bargaining unit member, which shall not be taken from sick leave or vacation leave, and which will run concurrently with FMLA leave as appropriate.
2. Release from specifically assigned course teaching duties for an academic semester during or immediately following the period in which PPL is taken, at the discretion of the bargaining unit member.
3. A bargaining unit member receiving a leave under this Article shall not be required to carry more than a normal course load before or after the leave. Further, the duties performed while not on leave during the semester(s) where a leave occurs shall not exceed the normal expected load during that portion of the semester.
4. A bargaining unit member who is taking PPL under this Article will be paid their salary for the specified amount of time outlined in this policy. All benefits for which the bargaining unit member is normally entitled shall remain in force during their PPL.

In general, PPL is intended to be used in lieu of using sick leave for the birth or adoption or fostering of a child. A bargaining unit member may use accrued sick leave before the birth of a child in accordance with the Sick Leave section of this article.

The bargaining unit member's use of a PPL shall not factor into the reviewers' deliberations and recommendations in the Reappointment, Promotion, and/or Tenure process.

F.G. Unpaid Personal Leave

Full-time bargaining unit faculty shall be eligible for ~~unpaid~~ personal leave to make a public service contribution; to accept a fellowship, research, or visiting appointment at another institution; to pursue a program of formal study; or for personal or health reasons.

Personal leave is a leave without salary. The University must continue to make contributions to retirement as described by law, and make any contributions to a bargaining unit member's Alternative Retirement Plan for the duration of the bargaining unit member's leave. Individuals

306 granted personal leave may continue uninterrupted health care insurance by arranging to make full
307 premium payments through the University's Department of Human Resources. All University
308 benefit and retirement contributions will be suspended while the bargaining unit faculty member
309 is on personal leave, and the bargaining unit faculty member may elect to continue group health
310 insurance coverage at their own cost. Applications for leave pursuant to this Section should be
311 made as far in advance as possible. Such leaves shall be granted at the University's discretion and
312 in accordance with University policy, and such requests shall not be unreasonably denied. Personal
313 Leave taken in accordance with this section shall count as Miami University service for promotion
314 and/or tenure purposes, unless an alternative arrangement is approved, in writing, at the time the
315 leave is granted.

317 G.H. **Jury Duty and Witness Testimony**

319 Bargaining unit faculty members serving jury duty are entitled to leave with pay. The bargaining
320 unit faculty member must submit a request for leave to his or her supervisor and the appropriate
321 personnel office for approval. A copy of the summons for jury duty must be attached to the request.
322 Bargaining unit faculty members are required to return to work any day they are excused by the
323 court for a period greater than four (4) hours. Bargaining unit faculty are expected to make suitable
324 arrangements for coverage of classes with their department chair. Arrangements for coverage
325 should be made through the appropriate personnel office in consultation with the bargaining unit
326 faculty member's department.

328 Bargaining unit faculty members subpoenaed to testify as a nonexpert witness in a court action to
329 which they are not a party will be granted paid leave to testify.

331 I. Bereavement Leave

333 Bargaining unit members shall be granted five (5) days of paid bereavement leave upon the death
334 of an immediate family member which includes: mother, father, brother, sister, biological or
335 adopted child, stepchild, spouse, domestic partner, grandparent, grandchild, mother-in-law,
336 father-in-law, daughter-in-law, son-in-law, brother-in-law, sister-in-law, grandparent-in-law,
337 anyone who stood in loco parentis to the employee as a child, residents of the employee's
338 household, and other persons for whom the employee is legally responsible or relies on the
339 employee to make care arrangements. An employee may use additional paid leave time (sick or
340 vacation) as necessary beyond the five (5) days of bereavement leave. Should they have no
341 available paid leave accumulated, they must be allowed leave without pay.

343 Bargaining unit members shall contact their chair and/or supervisor to request any time off needed.
344 The employee will not be required to submit a death certificate to the university.

346 Where possible, bargaining unit faculty should coordinate with their department chair to make
347 suitable arrangements for coverage of classes.