

# MIAMI UNIVERSITY PROPOSAL TO FAM/AAUP-AFT

May 15, 2024September 12, 2024

## LEAVES

### A. University Holidays and Break Periods

Bargaining unit faculty members are expected to work during the ~~calendar~~contractual 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 request family medical leave in writing and submit the request to the appropriate personnel office. The University must provide a medical certification form, when applicable, in which case the completed medical certification must be received in the appropriate personnel office prior to approval of the leave whenever possible.

Bargaining unit faculty members must utilize their leave balances while on FMLA. If a bargaining unit member does not have sufficient paid leave available for the entire period of their approved leave, they may take the balance of the leave as unpaid.

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

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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.

### **C. 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~~ fiscal 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 by bargaining unit faculty members in accordance with University policy. 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. Upon ratification of this Agreement, Bargaining unit faculty members shall not accrue more than one hundred fifty (150) sick days. Bargaining unit faculty members who have accrued more than one hundred fifty (150) sick days prior to the ratification of the Agreement shall retain such additional sick leave hours in their leave bank.

A bargaining unit faculty member with more than ten (10) years of service at the University shall upon retirement from active service with the University be paid in cash one fourth of the value of earned and but unused sick-leave credit, up to a maximum of thirty (30) days. Such payment shall be based upon the employee's rate of pay at the time of retirement.

### **D. 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.

### **E. 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.

### **F. Unpaid Personal Leave**

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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. All University benefit and retirement contributions will be suspended while the bargaining unit faculty member is on personal leave, and the bargaining unit faculty member may elect to continue group health insurance coverage at their own cost. Applications for leave pursuant to this Section should be made as far in advance as possible. Such leaves shall be granted at the University's discretion and in accordance with University policy.

### **G. Jury Duty and Witness Testimony**

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

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

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